



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
NOVEMBER 7, 2023, 5:30 PM**

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City of Porterville – City Council Meeting of November 7, 2023

Please use the following link below to join the webinar:

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Or via Telephone: **1-669-900-6833** Webinar ID: **857 8371 4524** Passcode: **390416**

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: 53 North Main Street, Porterville, CA. Agency Negotiator: John Lollis and Jason Ridenour. Negotiating Parties: City of Porterville and Sam Zenz. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 268-100-005. Agency Negotiators: John Lollis and Jason Ridenour. Negotiating Parties: City of Porterville and Thomas J. and Deborah L. O' Sullivan Trust. Under Negotiation: Terms and Price.
- 3** - Government Code Section 54956.95 – Liability Claim: Claimant: Eduardo Velasquez. Agency claimed against: City of Porterville.

4 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Two (2) cases in which facts are not yet known to potential plaintiffs.

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

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

Pledge of Allegiance Led by Mayor Flores

Invocation

PRESENTATIONS

Police Department's Special Methods and Resources Team

ORAL COMMUNICATIONS

This is the opportunity to address the Council on any matter of interest, whether on the agenda or not. Please address all items not scheduled for public hearing at this time. Unless additional time is authorized by the Council, all commentary shall be limited to three minutes.

REPORTS

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

I. Staff Informational Reports

Charitable Car Washes Quarterly Report Calendar Year 2023

Code Enforcement Quarterly Report FY 2023-2024 (July - September 2023)

Golf Course Quarterly Report FY 2023-2024 (July - September 2023)

OHV Park Quarterly Report FY 2023-2024 (July - September 2023)

Building Permit Activity Quarterly Report FY 2023-2024 (July - September 2023)

Street Performance Measure Quarterly Report FY 2023-2024 (July - September 2023)

City Commission and Committee Attendance Quarterly Report FY 2023-2024 (July - September 2023)

City Council Member Appointments Attendance Quarterly Report FY 2023-2024 (July - September 2023)

Proclamation Issuance Quarterly Report FY 2023-2024 (July - September 2023)

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. **Approval of Draft Minutes of July 18, 2023, October 3, 2023, and October 17, 2023**
Re: Considering approval of the City Council draft Minutes of July 18, 2023, October 3, 2023, and October 17, 2023.
2. **Request to Purchase Communication Equipment**
Re: Consideration to approve the purchase of ten (10) BKR500-P Series Portable Radios, including necessary accessories, from Cooks Communications for \$26,505.99 plus a ten percent (10%) contingency totaling \$29,156.59.
3. **Authorization to Execute an Agreement with Jaxon Enterprises**
Re: Authorization to enter into an Agreement with Jaxon Enterprises to purchase asphalt grindings as a credit towards materials purchased for City self-performed street maintenance.
4. **Donation of Non-Serviced Self-Contained Breathing Apparatus to the Porterville College Fire Academy**
Re: Consideration of approval of the donation of seventeen (17) SCBAs and twenty-six (26) air cylinders to the Porterville College Fire Academy.
5. **Award of Contract - On-Call Right-of-Way and Appraisal Consulting Services**
Re: Considering authorization to negotiate on-call contracts with Hamner, Jewell, & Associates, Interwest Consulting Group, and Paragon Partners for right-of-way acquisition services, and with The Dore Group, Hopper Company, and Desmond, Marcello & Amster for appraisal services.
6. **Acceptance of Project - Island Annexation 474B Sewer Project**
Re: Accepting the project as complete from Todd Companies consisting of the installation of 6,872 lineal feet of 8" and 6" diameter sewer mains, twenty-four (24) sewer manholes, and 107 sewer laterals.
7. **Authorization to Execute Cooperative Agreement with Tulare County Association of Governments and the Tule River Tribe**
Re: Consideration of entering into a Cooperative Agreement with the Tulare County Association of Governments and the Tule River Tribe for the Tule River Tribe Village Corridor and Two Pedestrian Bridges Project.
8. **Authorization to Execute Consultant Agreement - Emergency Operations Center & Public Safety Headquarters**
Re: Consideration to approve a Consultant Service Agreement with COAR Design Group for the design of the Emergency Operations Center & Public Safety Headquarters in an amount not to exceed \$197,400.
9. **Fleet Management Software Renewal**
Re: Considering approval to renew a one-year service contract for fleet management software with Ron Turley Associates in the amount of \$12,512.00.
10. **Request for Approval to Renew Vast Networks Internet Services**
Re: Consideration to approve the purchase of Vast Networks fiber internet services at a cost of \$14,400 annually for three years.
11. **Authorization to Execute Consultant Agreement - Skatepark Improvement Project**
Re: Consideration of a Consultant Service Agreement for the Skatepark Improvements Project with Spohn Ranch, Inc., in the amount of \$190,000.

- 12. Authorization to Execute Consultant Agreement - Golf Course Driving Range Netting Project**
Re: Consideration to authorize the approval to execute the Consultant Service Agreement for the Golf Course Driving Range Netting Project located at the Porterville Municipal Golf Course, with Judge Neeting, Inc. in an amount not to exceed \$247,000.
- 13. East Porterville Water Connection Second Dwelling Unit**
Re: Consideration of approving a second water service connection located at 1513 E. Roby Avenue.
- 14. Consent to Sublet - Lot No. 34F at the Porterville Municipal Airport**
Re: Consider authorization to sublet the airport hangar on Lot No. 34F at the Porterville Municipal Airport commencing on October 1, 2023.
- 15. Consent to Sublet - Lot No. 35 at the Porterville Municipal Airport**
Re: Consideration to authorize the subleasing of airport hangar #3 on Lot No. 35 at the Porterville Municipal Airport commencing October 1, 2023.
- 16. Financial Status Reports**
Re: Acceptance of the City's Financial Status Reports.
- 17. Quarterly Investment Portfolio**
Re: Acceptance of the Quarterly Investment Portfolio Summary Report.
- 18. Approval of Community Civic Event - Tule River Tribe - Tule River Veterans Powwow Overnight Camping - November 10 - 12, 2023**
Re: Consideration of approval of a Community Civic Event application submitted by the Tule River Tribe to use the Porterville Sports Complex for overnight camping during the Tule River Veterans Powwow to take place November 10-12, 2023.
- 19. Approval of Community Civic Event - Sunnyside School - Run 4 A Reason - November 18, 2023**
Re: Consideration to approve the Community Civic Event application submitted by Sunnyside School to a "Run 4 a Reason" event on November 18, 2023, from 8:00 AM to 12:00 PM at the Porterville Sports Complex.
- 20. Approval of Community Civic Event - Rotary Club of Porterville and Porterville Chamber of Commerce - Children's Christmas Parade - November 30, 2023 (Alternatively on December 7, 2023, in the Event of Rain)**
Re: Consideration to approve the Community Civic Event Application submitted by the Rotary Club of Porterville and the Porterville Chamber of Commerce to hold the Children's Christmas Parade on November 30, 2023, or on December 7, 2023, in the event of rain on November 30, 2023, from 7:00 p.m. to 9:00 p.m.
- 21. Request for Street Closure: 29th Annual Myers Christmas Memorial Tree Lighting - December 12, 2023**
Re: Approval of annual event to be held on Tuesday, December 12, 2022, from 5:00 p.m. to 9:00 p.m. at 248 North "E" Street.
- 22. Status and Review of Local Drought Emergency**
Re: Considering approval of the continuance of the Declaration of Local Emergency.

SCHEDULED MATTERS

23. Review Process for Fireworks Sales

Re: Council to provide direction on the process by which fireworks sales are conducted annually within the city of Porterville.

24. Status and Review of Declaration of Local Flood Emergency

Re: Review of the Declaration of Local Emergency made on March 13, 2023, concerning the significant weather event and impacts or likely impacts relative to increased flow of the Tule River.

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)/Tulare County Transportation Authority (TCTA) - October 16, 2023 (report continued)
2. Tulare County Task Force on Homelessness - October 18, 2023
3. Tulare County Economic Development Corporation (TCEDC) - October 25, 2023
4. Internal City Audit Committee - October 25, 2023
5. Porterville Area Development Authority - October 27, 2023
6. Easter Tule Groundwater Sustainability Agency (ETGSA) Board - November 2, 2023

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 21, 2023, at 5:30 P.M.

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 7, 2023

SUBJECT: Charitable Car Washes Quarterly Report Calendar Year 2023

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 15-30 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, 2023, there have been no charitable car wash applications received or permits issued.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Municipal Code Chapter 15 Article VI. Charitable Car Wash Permit Procedure

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

ARTICLE VI. CHARITABLE CAR WASH PERMIT PROCEDURE

SECTION:

15-70: Definitions

15-71: Permit Required For Charitable Car Wash

15-72: Application For Permit

15-73: Issuance And Form Of Permit

15-74: Term Of Permit

15-75: Nontransferability Of Permit

15-76: Manner Of Car Wash

15-77: Fundraising As A Business

15-78: Revocation Of Permit

15-79: Violations

15-80: Car Washing As A Business

15-70: DEFINITIONS:

For purposes of this article, the following definitions shall apply:

APPLICANT: A member of a charitable organization who applies for a car wash permit on behalf of the charitable organization.

CHARITABLE: Benevolent, civil, religious, educational, fraternal, patriotic, political, philanthropic or other similar purposes.

CHARITABLE CAR WASH: A temporary vehicle washing operation conducted by members of a charitable organization for organization fundraising purposes. It shall not be deemed to include the operation of an authorized permanent vehicle washing business or service station authorized to wash vehicles on its premises, although a car wash, as defined above, may be conducted on such premises.

CHARITABLE ORGANIZATION: Means and includes an organization which is a duly organized governmental or not for profit charitable, religious, civic, patriotic or community service organization; and the organization must have a tax exempt identification number assigned to it.

PERMIT HOLDER: The charitable organization who has been granted a permit pursuant to this article for the purpose of conducting a charitable car wash.

PERSON: Any individual, firm, partnership, corporation, company, association, society, organization, church, congregation, assembly or league, and includes any trustee, receiver, assignee, agent or other similar representative thereof.

RELIGIOUS OR RELIGION: Has the meaning established by the supreme court of the state or the supreme court of the United States.

RESIDENTIAL PROPERTY: A building designed for or occupied by one or more families as a residence including single-family residences, duplexes and apartments. (Ord. 1669 § 1, 6-21-2005)

15-71: PERMIT REQUIRED FOR CHARITABLE CAR WASH:

A. It is unlawful for any person to engage, directly or indirectly, in a charitable car wash without first obtaining a valid charitable car wash permit pursuant to the provisions of this article.

B. The permit application shall include a written application to sponsor the charitable car wash by the owner or lessee of the property upon which the car wash is to be held.

C. The car wash permit issued under this article to a charitable organization must be prominently displayed at the location where the car wash is conducted and shall be removed at the completion of the car wash. (Ord. 1669 § 1, 6-21-2005)

15-72: APPLICATION FOR PERMIT:

A. Applications for charitable car wash permits shall be made to the finance department upon forms prescribed by the city. The application shall be declared under penalty of perjury and filed with the finance department not less than five (5) consecutive business days prior to the time at which the applicant wishes to conduct said car wash.

B. A nonrefundable application fee an amount to be set by resolution shall be paid by the applicant. The application fee shall be based solely upon the administrative costs in processing the application and issuing the permits.

C. Such applications shall contain the following information and documentation:

1. The full name, mailing address, principal business and telephone number of the charitable organization or institution, the names and addresses of the organization's or institution's principal officers and executives, and the address of the national, state and local headquarters, if any.

2. The name and address of the sponsor, with a statement by the sponsor that he/she is the owner or lessee of the property where the car wash is to be held or is an employee or agent of the owner or lessee who has been delegated control of the premises by the owner or lessee, and that the sponsor assumes all liability regarding the car wash.

3. The full name and address of the person or persons who will be in charge of conducting the car wash. The names and addresses of each individual who will actually be engaged in the car wash shall be on file at the agency/organization conducting the car wash and shall be made available to the city police department upon request at any time.

4. The time when such car wash will be held, including preferred date and hours of the day for commencement and termination of the car wash.

5. A statement to the effect that if a permit is granted, it will not be used or represented in any way as an endorsement of the charitable organization by the city or any department or officer thereof.

6. Proof evidencing that the permit holder is a bona fide charitable organization.

7. The number of car washes that have been held by the charitable organization in that particular calendar year, and the number of car washes that have been held at that particular location in that particular calendar year.

8. Such supplemental information requested by the finance department as the finance department may require. The finance department may require that such information be updated during the time the permit is in force if changes occur subsequent to filing of the application in the planned dates and locations for the charitable car wash.

D. If, while the application is pending or during the term of any permit granted, there is a change in fact, policy or method that would alter the information to be given on the application, the applicant shall notify the finance director in writing thereof prior to five o'clock (5:00) P.M. the day before such change.

E. The application documents shall be available for public inspection. (Ord. 1669 § 1, 6-21-2005)

15-73: ISSUANCE AND FORM OF PERMIT:

A. The finance department shall issue the permit, unless it finds that:

1. Any statement made in the application is factually incorrect, and the applicant fails to correct the application after being requested to do so.

2. The applicant has not provided the information required by this article and fails to provide the missing information after being requested to do so.

3. The application indicates that the proposed car wash will violate any of the requirements of this article and the applicant fails to amend the application to indicate compliance with said section after being requested to do so.

4. The number of charitable car washes by the charitable organization applying for said permit exceeds four (4) in a calendar year, or the number of charitable car washes held at a particular location exceeds four (4) per calendar year. The location requirement shall not pertain to licensed commercial car washes.

5. The applicant has violated any of the provisions of this article within one year of the date the application is submitted, resulting in the imposition of a fine or the revocation of a prior permit.

B. Nothing set forth in this article shall be construed as granting to the finance department or any other person the authority to grant, deny, suspend, revoke or renew any permit by reason of disapproval or agreement with the philosophy, opinion or belief of the applicant, permit holder or person soliciting therefor, or for any other reason not specifically provided for in this article.

C. The finance department shall either issue or deny the requested permit within two (2) consecutive business days after the date the application is made. In the event of denial, the finance department shall give the applicant a written notice which states with specificity the reasons therefor. In the event the finance department fails to act within the time prescribed, the permit shall be deemed issued.

D. The permit, if issued, shall include the following information:

1. The name and address of the permit holder;
2. The date for which the permit is valid;
3. A statement that the permit does not constitute an endorsement by the city, or any of its departments, officers or employees, of the purpose of the car wash;
4. A permit number; and
5. The signature of the finance director or his/her designee. (Ord. 1669 § 1, 6-21-2005)

15-74: TERM OF PERMIT:

Permits issued under this article shall be valid only for the date specified in the application for the car wash and as stated on the permit. (Ord. 1669 § 1, 6-21-2005)

15-75: NONTRANSFERABILITY OF PERMIT:

No permit issued under this article shall be transferred or assigned, and any attempt at assignment or transfer shall be void. (Ord. 1669 § 1, 6-21-2005)

15-76: MANNER OF CAR WASH:

A. Car washes held pursuant to permits under this article:

1. Shall take place between the hours of eight o'clock (8:00) A.M. and six o'clock (6:00) P.M.
2. Shall be conducted for a one day period only.
3. Shall not be conducted by any person under the age of sixteen (16) years, unless supervised by an adult.
4. Shall not be conducted at any house, apartment or other dwelling nor an area zoned for residential use only.
5. Shall be conducted in an area zoned for commercial uses; and such location shall have a means of collecting the wash water and shall discharge the water to the city sewer collection system.
6. Shall use biodegradable soaps or detergents, and shall not violate any of the provisions of chapter 25 of this code, concerning wastewater discharge requirements.
7. Shall have a means in place to limit wastewater or runoff such as pistol grip nozzle or similar apparatus affixed to each garden hose or water source.
8. Shall not allow any person to solicit cars or other contributions from a position in or on any public right of way, including, but not limited to, sidewalks, traffic islands, driveways or the like as to endanger that individual

or others.

9. Shall not be conducted at any commercial property which has held four (4) prior car washes in the calendar year (excluding licensed commercial car wash locations).

10. Shall take place at a distance of more than twenty five feet (25') from the street curb, or from the near edge of the travel lane or lanes of any uncurbed street or road.

11. Shall utilize temporary signs, if any signs are utilized, in compliance with the city's applicable regulations concerning temporary signs.

12. Shall not be conducted by a charitable organization which has held four (4) prior car washes in the calendar year. Four (4) applications per tax exempt identification number, and four (4) permits per tax exempt identification number, will be allowed in the calendar year.

B. It is unlawful for a "permit holder", as defined herein, to:

1. Refuse to provide their name and a copy of the permit issued under this article, if requested by city representatives.

2. Misrepresent their identity or the identity of the charitable organization conducting the charitable car wash for which he or she is an agent.

3. Misrepresent that the charitable car wash permit issued under this article is an endorsement by the city, or any department or employee thereof, of the charitable car wash. (Ord. 1669 § 1, 6-21-2005)

15-77: FUNDRAISING AS A BUSINESS:

An organization in the business of fundraising (seeking a profit and paying its solicitors), even if engaged by a nonprofit organization, must comply with this article. If such an organization is soliciting on behalf of a nonprofit organization, the nonprofit organization shall obtain a permit pursuant to this article. (Ord. 1669 § 1, 6-21-2005)

15-78: REVOCATION OF PERMIT:

Any violation of this article by applicant or permit holder shall be cause for revocation of a permit issued pursuant to this article. Upon determination by an authorized representative of the city that a car wash is being conducted without a valid permit or in violation of the requirements of this article, said unlawful activity shall cease immediately, and all persons associated with said car wash shall be dispersed within one hour after the giving of said notice. Failure or refusal by the charitable organization and/or the owner/sponsor to cause a car wash in violation of these regulations to cease operations, after receiving such notification from the city official, shall constitute a separate violation of this article. Furthermore, any organization that violates this article shall be ineligible for the issuance of a permit for a period of one year. (Ord. 1669 § 1, 6-21-2005)

15-79: VIOLATIONS:

Every person who, for himself or herself, or as the agent of another, commences, engages in or conducts a car wash as provided in this article without procuring the permit as required under this article or who fails to comply with the conditions of this article shall be guilty of an infraction punishable by:

A. A fine not exceeding one hundred dollars (\$100.00) for a first violation;

B. A fine not exceeding two hundred dollars (\$200.00) for a second violation within one year; and

C. A fine not exceeding five hundred dollars (\$500.00) for each additional violation within one year. (Ord. 1669 § 1, 6-21-2005)

15-80: CAR WASHING AS A BUSINESS:

This article is expressly limited to charitable car washes. Any person, corporation, business or other entity who wishes to hold impromptu or temporary car washes on a for profit basis must comply with all city, county and state licensing or permitting requirements and does not fall within this article. (Ord. 1669 § 1, 6-21-2005)



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Code Enforcement Quarterly Report FY 2023-2024 (July - September 2023)

SOURCE: Fire

COMMENT: This informational report utilizes data from the “myPorterville” application for tracking code enforcement activity between July 1, 2023 through September 30, 2023. During the 1st quarter of fiscal year 2023/2024, each Department of the City contributed towards recording 905 code enforcement issues. Of these, 627 were corrected and 278 were continued into the 2nd quarter of 2023/2024 for additional corrective action. The Code Enforcement Division issued 101 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 thirteen (13) had been completed at the time of this report.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Code Enforcement Quarterly Report (July - September 2023)

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Code Enforcement Report, Quarter 2, FY 22-23

Q1 Code Enforcement Activity	# Requests	# Completed	% Closed
Abandoned Vehicle (Street)	67	52	77.61%
Animals- agricultural animals	5	4	80.00%
Animals- barking dogs	16	10	62.50%
Animals- keeping too many or unauthorized species	3	3	100.00%
Animals- roosters	3	1	33.33%
Building Department/ Permits	32	9	28.13%
Business License Inquiries	3	2	66.67%
CEO, Business License	6	6	100.00%
CEO, Shopping Carts	49	49	100.00%
CEO, Sign Removal	116	116	100.00%
Code Enforcement, General	55	37	67.27%
Community Development, General or MULTIPLE violations	20	7	35.00%
Engineering	4	0	0.00%
Fences and freestanding walls	1	0	0.00%
Fireworks	1	0	0.00%
Garbage Collection/ Illegal Dumping	16	3	18.75%
Graffiti	8	8	100.00%
Health Hazard	11	0	0.00%
Housing Issue (Structure Related)	2	1	50.00%
Itinerant Vendor, Solicitor, Peddler	25	25	100.00%
Landscaping/trees- private property	14	7	50.00%
Meter Request	52	3	5.77%
Neglected property/trash & debris	7	4	57.14%
Outdoor Storage	4	2	50.00%
Parking Issue	1	0	0.00%
Parks	10	7	70.00%
Police/ Traffic Enforcement	57	47	82.46%
Potholes	20	18	90.00%
Redevelopment	1	0	0.00%
Refuse Can Replacement / Repair	12	6	50.00%
Report Leak	36	25	69.44%
Sheds or second units	1	0	0.00%
Sidewalk Condition	8	3	37.50%
Signs- In Public Right of Way	2	0	0.00%
Signs- Maintenance Issues	1	1	100.00%
Signs- Temporary	1	1	100.00%
Stop Light Issue	18	14	77.78%
Storm Water	1	1	100.00%

Administrative Citations	Q1	Q2	Q3	Q4	Total
\$100	31	0	0	0	\$3,100
\$200	2	0	0	0	\$400
\$500	13	0	0	0	\$6,500
\$1,000	12	0	0	0	\$12,000
\$2,500	42	0	0	0	\$105,000
\$5,000	1	0	0	0	\$5,000
FY 23-24 Total Assesment	101	0	0	0	\$132,000

Shopping Carts	Q1	Q2	Q3	Q4	Total
Collected	126	0	0	0	126
Disposed (Lbs.)	700	0	0	0	700

Private Property Vehicle Abatements	Q1	Q2	Q3	Q4	Total
Voluntary Abatement	40	0	0	0	40
Certified Voluntary Abatement	0	0	0	0	0
Towed	5	0	0	0	5
Total Vehicles Abated	45	0	0	0	45

Weed Abatement	Q1	Q2	Q3	Q4	Total
Properties Noticed	47	0	0	0	47
Completed by Owner	34	0	0	0	34
Assigned to Contractor (private)	0	0	0	0	0
Completed by Contractor	0	0	0	0	0
Admin Citations	11	0	0	0	11

Code Enforcement Report, Quarter 2, FY 22-23

Street Light Issue	6	1	16.67%
Street Sweeping	2	2	100.00%
Vehicles- cars for sale	1	1	100.00%
Vehicles- inoperable vehicles	25	9	36.00%
Vehicles- Parked on lawn	8	6	75.00%
Vehicles- RVs/boats/etc	21	13	61.90%
Water Waste	28	16	57.14%
Water Waste NOV	71	71	100.00%
Weed Abatement	52	34	65.38%
Yard Sales, Frequent	2	2	100.00%
Q1 Total	905	627	57.74%



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Golf Course Quarterly Report FY 2023-2024 (July - September 2023)

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report on participation numbers at the Golf Course for informational purposes. The report reflects the First Quarter (July- September) for Fiscal Year 2023-2024.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Golf Course Quarterly Report (July - September 2023)

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

PORTERVILLE GOLF COURSE STATISTICS

	Jul-22	Jul-23	Aug-22	Aug-23	Sep-22	Sep-23
Golfers	2321	1951	2139	2039	2108	1766
Repeat 9/Twilight	1446	690	1190	697	1154	614
Tickets Used	850	772	916	849	834	795
Passes Sold	35	42	54	51	35	53
Carts	1015	821	946	829	870	793
Footgolf	0	0	0	0	\$220	\$300
Total	\$ 23,128.00	\$ 25,055.00	\$ 20,681.00	\$ 25,723.00	\$19,848.00	\$22,888.00

* **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



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: OHV Park Quarterly Report FY 2023-2024 (July - September 2023)

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report on participation numbers at the OHV Park for informational purposes. The report reflects the First Quarter (July- September) for Fiscal Year 2023-2024.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. OHV Park Quarterly Report (July - September 2023)

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

PORTERVILLE OHV RIDERSHIP

	Jul-22	Jul-23	Aug-22	Aug-23	Sep-22	Sep-23
Riders	191	87	104	44	91	0*
Revenue	\$4,625.00	\$2,175.00	\$2,610.00	\$1,110.00	\$2,225.00	\$0.00

*The OHV Park closed August 20 as the California State OHV Park grant ended.

Staff is directing its attention now to the development of a new OHV Park on City-owned property 2 miles southwest of the former OHV Park.



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Building Permit Activity Quarterly Report FY 2023-2024 (July - September 2023)

SOURCE: Engineering and Project Management

COMMENT: The Building Permit Activity Report (BPAR) presented herein to the City Council covers the months of July, August, and September 2023. The two main categories include new residential permits issued and new commercial permits issued.

First Quarter of FY 2023-2024 compared to First Quarter of FY 2022-2023

New residential permits issued during the first quarter of FY 2023-2024 (14) are up 27.27% from the first quarter of FY 2022-2023 (11). New commercial permits issued during the first quarter of 2023-2024 (1) show no change from the first quarter of 2022-2023 (1).

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Building Permit Activity - July 2023
2. Building Permit Activity - August 2023
3. Building Permit Activity - September 2023

Appropriated/Funded:

Review By:

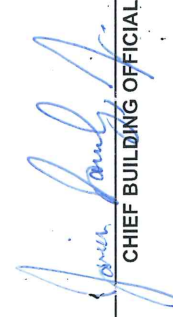
Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2022 - 7/31/2022 AND
7/1/2023 - 7/31/2023

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	JULY 2023	JULY 2022	THIS YEAR TO DATE	LAST YEAR TO DATE	JULY 2023	JULY 2022	THIS YEAR TO DATE	LAST YEAR TO DATE	JULY 2023	JULY 2022	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	8	1	8	1	1,064,508	200,000	1,064,508	200,000	17,112.40	2,219.10	17,112.40	2,219.10
NEW COMM	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
RESID IMPROV	5	3	5	3	41,133	418,896	41,133	418,896	1,746.00	1,770.35	1,746.00	1,770.35
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	35	25	35	25	1,068,014	1,110,161	1,068,014	1,110,161	12,383.15	9,438.05	12,383.15	9,438.05
ELECT	58	84	58	84	929,402	1,512,698	929,402	1,512,698	10,992.00	16,166.00	10,992.00	16,166.00
PLUMB	50	52	50	52	114,736	195,058	114,736	195,058	7,084.00	7,973.00	7,084.00	7,973.00
TOTALS	156	165	156	165	3,217,793	3,436,814	3,217,793	3,436,814	49,317.55	37,566.50	49,317.55	37,566.50

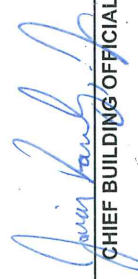
	NEW DWELLING UNITS TOTALS			
	JULY 2023	JULY 2022	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	8	1	8	1
MULTI FAMILY	0	0	0	0
TOTAL	8	1	8	1


 CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2022 - 8/31/2022 AND
7/1/2023 - 8/31/2023

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	AUGUST 2023	AUGUST 2022	THIS YEAR TO DATE	LAST YEAR TO DATE	AUGUST 2023	AUGUST 2022	THIS YEAR TO DATE	LAST YEAR TO DATE	AUGUST 2023	AUGUST 2022	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	6	6	14	7	1,439,212	1,071,210	2,503,721	1,271,210	14,385.30	11,700.18	31,497.70	13,919.28
NEW COMM	1	1	1	1	50,000	400,000	50,000	400,000	4,073.00	1,055.70	4,073.00	1,055.70
RESID IMPROV	8	8	13	11	143,588	121,424	184,721	540,320	3,763.70	4,120.35	5,509.70	5,890.70
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	44	32	79	57	668,293	592,614	1,736,307	1,702,775	10,192.70	7,136.00	22,575.85	16,574.05
ELECT	58	107	116	191	1,129,402	2,457,757	2,058,804	3,970,455	11,477.00	20,999.00	22,469.00	37,165.00
PLUMB	66	47	116	99	221,042	132,178	335,778	327,236	9,295.00	7,077.00	16,379.00	15,050.00
TOTALS	183	201	339	366	3,651,538	4,775,182	6,869,331	8,211,996	53,186.70	52,088.23	102,504.25	89,654.73

	NEW DWELLING UNITS TOTALS			
	AUGUST 2023	AUGUST 2022	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	5	6	13	7
MULTI FAMILY	2	0	2	0
TOTAL	7	6	15	7


CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2022 - 9/30/2022 AND
7/1/2023 - 9/30/2023

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	SEPTEMBER 2023	SEPTEMBER 2022	THIS YEAR TO DATE	LAST YEAR TO DATE	SEPTEMBER 2023	SEPTEMBER 2022	THIS YEAR TO DATE	LAST YEAR TO DATE	SEPTEMBER 2023	SEPTEMBER 2022	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	0	4	14	11	0	714,180	2,503,721	1,985,390	0.00	7,800.14	31,497.70	21,719.42
NEW COMM	0	0	1	1	0	0	50,000	400,000	0.00	0.00	4,073.00	1,055.70
RESID IMPROV	4	3	17	14	75,140	160,870	259,861	701,190	1,392.70	1,526.66	6,902.40	7,417.36
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	43	22	122	79	726,542	338,814	2,462,849	2,041,588	10,441.70	5,157.00	33,017.55	21,731.05
ELECT	66	120	182	311	941,271	3,155,679	3,000,075	7,126,134	12,529.00	23,928.00	34,998.00	61,093.00
PLUMB	38	58	154	157	174,406	197,944	510,184	525,180	5,026.00	8,585.00	21,405.00	23,635.00
TOTALS	151	207	490	573	1,917,359	4,567,487	8,786,639	12,779,483	29,389.40	46,996.80	131,893.65	136,651.53

	NEW DWELLING UNITS TOTALS			
	SEPTEMBER 2023	SEPTEMBER 2022	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	0	4	13	11
MULTI FAMILY	0	0	2	0
TOTAL	0	4	15	11


CHIEF BUILDING OFFICIAL



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Street Performance Measure Quarterly Report FY 2023-2024 (July - September 2023)

SOURCE: Engineering and Project Management

COMMENT: The purpose of this staff report is to provide the City Council with an update on progress made on street reconstruction, overlay, micro-surfacing, and pothole repair efforts for the first quarter of FY 2023-2024 (July - September 2023). For Council's information, when reviewing the report, 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 street repairs and pothole repair efforts during this third quarter reporting period. The Main Street Reconstruction Project (Olive Avenue to Morton Avenue) was awarded with paving work scheduled to be completed before Veterans Day. The Villa Street reconstruction (Olive Avenue to Henderson Avenue) has been awarded and is set to begin construction imminently. Newcomb Street reconstruction (Olive Avenue to Porter Slough), Villa Street reconstruction (Henderson Avenue to Westfield Avenue), Henderson Avenue rehabilitation (Westwood Street to Patsy Street), Union Avenue reconstruction (Westwood Street to Plano Street), Grand Avenue (Fourth Street to Plano Street) and Henrahan Street (Grand Avenue to Morton Avenue) reconstruction, Montgomery Avenue reconstruction (Jaye Street to H Street), and Date Avenue (Jaye Street to H Street) and Kessing Street (Date Avenue to River Avenue) widening are under design.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. 2023-2024 Level of Service Progress Report: 1st Quarter

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
2023/2024 Level of Service Report
Prepared By J. Sanchez

1st QUARTER REPORT - July 1, 2023 - September 30, 2023

[illegible]

1st QUARTER REPORT - July 1, 2023 - September 30, 2024



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: City Commission and Committee Attendance Quarterly Report FY 2023-2024
(July - September 2023)

SOURCE: Administrative Services

COMMENT: Staff herein provides for the City Council's information the attendance reports as of the first quarter FY 2023-2024 for the following City Commissions and Committees:

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

RECOMMENDATION: Information Only

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

**Animal Control Commission
Attendance Records**

As of September 30, 2023

	2023 13-Jul	2023	2023	2023	2023	2023	2023	Notes:
Kathy Guinn	P							
Jerry Hall	P							
Kat Harris	P							
Shawn Schwartzenberger	P							
Lacy Goodlett	P							

*Meeting cancelled due to lack of quorum.

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

	2022 May	2022 June	2022 July	2022 11-Aug	2022 13-Oct	2023 12-Jan	2023 13-Apr	Notes:
Kathy Guinn	*	*	*	P	P	P	P	
Jerry Hall	*	*	*	A	P	P	P	
Art Duron	*	*	*	P				
Kat Harris	*	*	*	P	P	P	P	
Shawn Schwartzenberger		*	*	P	A	P	P	
Lacy Goodlett					P	P	P	

*Meeting cancelled due to lack of quorum.

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

	2021 Oct	2021 Nov	2021 Dec	2022 Jan	2022 Feb	2022 Mar	2022 Apr	Notes:
Florenza Pizanis	*	*	*	*	*	*		
Jerry Hall	*	*	*	*	*	*		
Kathy Guinn	*	*	*	*	*	*		
Kat Harris	*	*	*	*	*	*		
Art Duron	*	*	*	*	*	*		

*Meeting cancelled due to lack of quorum.

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

	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.

**Arts Commission
Attendance Records**

As of September 30, 2023

	2023 25-Jul	2023 24-Oct	2023	2023	2023	2022	2023	2023	
Kyree Perkins	P	P							
Emily Luna	P	A							
Maria Menga	A	A							
Dawn Bennett									

* No meeting held due to lack of quorum.

** No meeting due to scheduling.

	2022 Apr	2022 May	2022 June	2022 July	2022 Aug	2022 Oct	2023 Jan	2023 April	
Kyree Perkins	P	P	P	**	P	*	P	P	
Emily Luna	P	P	P	**	P	*	P	P	
Diego Monterrubio	A	A	A	**	A	*	A		
Eden Santos	A	A	P	**					Vacated seat 8/22
Maria Menga	P	P	P	**	P	*	P	P	
Dawn Bennett							P	P	

* No meeting held due to lack of quorum.

** No meeting due to scheduling.

	2020 Aug	2021 Sept	2021 Oct	2021 Nov	2021 Dec	2022 Jan	2022 Feb	2022 Mar	
Kyree Perkins	*P	**	P	*P	P	P	P	P	
Emily Luna	*P	**	P	*P	P	P	P	P	
Diego Monterrubio	*A	**	A	*A	A	A	A	A	
Eden Santos	*A	**	P	*A	P	P	A	A	
Maria Menga		**	P	*A	P	P	P	P	

* No meeting held due to lack of quorum.

** No meeting due to scheduling.

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

As of September 30, 2023

Committee Member	Reg. Mtg 3/4/2020	Reg. Mtg 2/25/2021	Reg. Mtg 3/14/2022	Reg. Mtg 2/28/2023	Reg. Mtg
Pat Contreras	P	P	P	P	
Linda Mendez	P	P	P	A	
Grace Munoz-Rios	P				
Doug Heusdens	A	A	A		
Rebecca Vigil	A	A	P		
Kelle Jo Lowe	P	P			
Maria Gonzalez	P				
Eriselda Lizarraga		P	A	A	
Isabel Olmos			P	P	
Rebecca Contreras			P	P	
Yalimar Garcia				P	
Jacqueline Verduzco Alanis				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.

LIBRARY & LITERACY COMMISSION - Attendance Record

As of September 30, 2023

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

= Summer Hiatus

** = No meeting held

	2023 June	2023 July	2023 Aug	2023 Sept	2023 Oct	2023 Nov	2023 Dec	2024 Jan	2024 Feb	2024 Mar	
Kim Baumgardner				P							
Patience Christenson				A							
Esther Figueroa				P							
Edith LaVonne				P							
Susan Uptain				A							
Fernando Serrano				P							
Sonya Lopez				P							

**Attended via Zoom as non-voting member.*

	2022 Aug	2022 Sept	2022 Oct	2022 Nov	2022 Dec	2023 Jan	2023 Feb	2023 Mar	2023 Apr	2023 May	
Kim Baumgardner	P	P	P	P	E	P	P	P	P	P	
Patience Christenson	P	P	E	E	E	P	P*	A	A	P	
Esther Figueroa	P	P	P	P	P	P	P	P	P	P	
Edith LaVonne	P	P	P	P	P	P	P	P	P	P	
Susan Uptain	P	P	P	P	P	P	P	A	A	P	
Fernando Serrano			P	P	P	P	P	A	A	P	
Sonya Lopez			P	P	P	P	P	P	P	P	

**Attended via Zoom as non-voting member.*

	2021 Oct	2021 Nov	2021 Dec	2022 Jan	2022 Feb	2022 Mar	2022 Apr	2022 May	2022 June	2022 July	
Catherine May	P	P	P	P	P	P	P	P			
Esther Figueroa	P	P	P	P	P	P	P	P			
Edith La Vonne	P	P	P	P	P	P	P	P			
Patience Christenson	P	E	P	E	P	P	P	P			
Kim Baumgardner	P	P	P	P	P	P	P	P			
Susan Uptain	P	P	P	E	P	P	P	P			
Leslie Pelon	P										
Karen Stover		P	P	P	P	P	E	P			

	2020 Jan	2020 Feb	2020 Mar	2020 Nov	2021 Feb	2021 May	2021 June	2021 July	2021 Aug	2021 Sept	
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	

Parks & Leisure Services Commissioner's Record of Attendance

	2023 July	2023 Aug	2023 Sept	2023 Oct	2023 Nov	2023 Dec	2023 Jan	2023 Feb	2023 Mar	2023 Apr	2023 May	2023 June
Phillip Duncan	**	**	P									
Diane Graybehl	**	**	P									
Kieran Daly	**	**	P									
Janet Uresti	**	**	P									
Tom Fiormonti	**	**	P									
Jason Gurrola	**	**	P									
Jason Pommier	**	**	P									
Arlene Pena	**	**	A									

**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

	2022 July	2022 Aug	2022 Sept	2022 Oct	2022 Nov	2022 Dec	2023 Jan	2023 Feb	2023 Mar	2023 Apr	2023 May	2023 June
Phillip Duncan	**	**	P	A	P	E	E	P	P	E	P	A
Diane Graybehl	**	**	E	P	P	P	P	P	E	P	P	E
Kieran Daly	**	**	P	P	A	P	P	P	P	P	E	P
Janet Uresti	**	**	P	P	P	P	P	P	P	A	P	P
Tom Fiormonti	**	**	P	P	P	P	P	E	P	P	P	E
Jason Gurrola	**	**	E	P	P	A	A	P	P	P	P	P
Jason Pommier	**	**	P	P	E	P	P	P	E	P	P	P
Arlene Pena	**	**	P	A	P	P	P	P	E	A	A	A

**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

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

	2020 July	2020 Aug	2020 Sept	2020 Oct	2020 Nov	2020 Dec	2021 Jan	2021 Feb	2021 Mar	2021 Apr	2021 May	2021 June
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

**Transactions and Use Tax Oversight Committee
Attendance Records**

As of September 30, 2023

	2022 25-Aug	2022 17-Nov	2023 16-Feb	2023 25-May	2023 24-Aug			
John Simonich	P	P	A	P	P			<i>Term expires 5/2026</i>
Margaret Stinson	P	P	P	P	P			<i>Term expires 5/2024</i>
John Billiou	P	P	A	P	P			<i>Term expires 5/2026</i>
Jerry Hall	P	P	P	P	P			<i>Term expires 5/2026</i>
Janice Kovars	P	P	P	P	P			<i>Term expires 5/2024</i>
Shawn Byars	P	A	P	A	P			<i>Term expires 5/2026</i>
Joshua Sulier	A	P	P	P	P			<i>Term expires 5/2024</i>
Angela Dennis	P	A	P	A	A			<i>Apptd 12/20; Term exp 5/2024</i>
Rae Dean Strawn	P	P	A	P	A			<i>Apptd 07/19; Term exp 5/2026</i>
Robert K. Falls Sr.	A	P	P	P	P			<i>Apptd 07/19; Term exp 5/2024</i>

** Meeting cancelled*

	2020 23-Sep	2020 18-Nov	2021 26-May	2021 25-Aug	2021 17-Nov	2022 24-Feb	2022 19-May	
John Simonich	P	P	P	P	A	P	P	<i>Term expires 5/2026</i>
Margaret Stinson	P	P	P	P	P	P	P	<i>Term expires 5/2024</i>
Russell "Buck" Fletcher	A	P	P	A	A	A	A	<i>Term ended</i>
John Billiou	P	P	P	P	P	P	P	<i>Term expires 5/2026</i>
Jerry Hall	A	P	A	A	P	P	P	<i>Term expires 5/2026</i>
Janice Kovars	P	P	P	P	A	P	P	<i>Term expires 5/2024</i>
Shawn Byars	P	A	P	P	P	P	P	<i>Term expires 5/2026</i>
Joshua Sulier	P	P	P	P	P	P	P	<i>Term expires 5/2024</i>
Angela Dennis			P	P	P	P	P	<i>Apptd 12/20; Term exp 5/2024</i>
Rae Dean Strawn								<i>Apptd 07/19; Term exp 5/2026</i>
Robert K. Falls Sr.								<i>Apptd 07/19; Term exp 5/2024</i>

** 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*



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: City Council Member Appointments Attendance Quarterly Report FY 2023-2024 (July - September 2023)

SOURCE: Administrative Services

COMMENT: At its meeting on January 21, 2020, the City Council directed that staff prepare a quarterly report on Council Member attendance at meetings of boards and committees to which Council Members are appointed. This report represents attendance at meetings during the first quarter of FY 2023-2024 (July through September 2023).

RECOMMENDATION: Informational Only

ATTACHMENTS: 1. Quarterly Report (July - September 2023)

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

City Council Attendance - FY 2023-2024 First Quarter Report

July 1, 2023 through September 30, 2023

Committee/Board	Member/Alternate	July	August	September
Ad Hoc Committee- COVID-19	Kellie Carrillo - Member Greg Meister - Member			
Ad Hoc Committee - General Plan	Don Weyhrauch - Member Kellie Carrillo - Member			
Ad Hoc Committee - Proposition 64 Regulation of Marijuana	Don Weyhrauch - Member Raymond Beltran - Member			
Ad Hoc Library Facility Planning Committee	Kellie Carrillo - Member		8/17 P	
Ad Hoc Committee - Provision of Local Water Services	Kellie Carrillo - Member Raymond Beltran - Member			
Council of Cities	Martha Flores - Member Greg Meister - Member			
Eastern Tule Groundwater Sustainability Agency JPA (ETGSA)	Don Weyhrauch - Member Michael Knight - Alternate		8/3 P	9/7 P
Internal City Audit Committee	Martha Flores - Member Kellie Carrillo - Member	7/26 P 7/26 P	8/30P 8/30 P	9/27 P 9/27 P
Joint City/School District Committee	Kellie Carrillo - Member Greg Meister - Member			
Local Initiatives Navigation Center Committee (LINC)	Raymond Beltran - Member Claudia Calderon - Alternate	7/5 P	8/2 P	9/6 P
Mighty 190 Committee	Kellie Carrillo - Member Greg Meister - Member	7/19 P 7/19 P		9/20A 9/20 P
Porterville Area Development Authority (PADA)	Don Weyhrauch - Member Raymond Beltran - Member		8/18 A 8/18 P	9/15 P 9/15 P
PDC Advisory Board	John Lollis - Member Mayor - Alternate			
San Joaquin Valley Special City Selection Committee	Don Weyhrauch - Member Greg Meister - Alternate			
San Joaquin Valley REAP Committee	Martha Flores - Member			
Tulare County Association of Governments/Tulare County Transportation Authority (TCAG/TCTA)	Martha Flores - Member Greg Meister - Alternate		8/21 P	9/18 P
Tulare County Association of Governments (TCAG) - Sustainable Corridors Committee	Martha Flores - Member			
Tulare County City Selection Committee	Mayor - City Member Designee - Alternate			
Tulare County Economic Development Corporation (TCEDC)	Martha Flores - Member John Lollis - Alternate	7/26 P	8/23 P	9/27 P
Tulare County Regional Transit Agency (TCRTA)	Don Weyhrauch - Member Raymond Beltran - Alternate	7/17 P	8/21 P	9/18 P
Tulare County Taskforce on Homelessness	Martha Flores - Member Claudia Calderon - Alternate	7/19 P		9/20 P
Tule River Improvement JPA	Don Weyhraruch - Member Michael Knight - Alternate	7/10 P		

P = Present A = Absent



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Proclamation Issuance Quarterly Report FY 2023-2024 (July - September 2023)

SOURCE: Administrative Services

COMMENT

:

In accordance with City Council direction, staff is herein providing a report on Proclamation Requests that were processed during the months of July, August, and September 2023.

Date	Requesting Party	Topic	Grantor
8/1/23	Blessings of Liberty	Parental Rights	Council Member Meister
9/17/23	Alta Mira Chapter, NSDAR	Constitution Week	Mayor Flores
9/22/23	Vice Mayor Carrillo	Cal. Native American Day	Vice Mayor Carrillo

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Proclamation Request Process - City Council Procedural Handbook
2. Proclamation Request - Parental Rights - 2023
3. Proclamation - Parental Rights - 2023
4. Proclamation Request - Constitution Week - 2023
5. Proclamation - Constitution Week - 2023
6. Proclamation Request - California Native American Day - 2023
7. Proclamation - California Native American Day - 2023

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

Excerpt from the CITY COUNCIL PROCEDURAL HANDBOOK

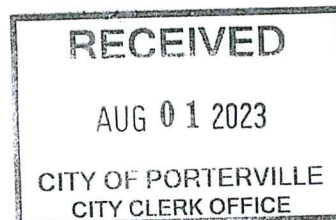
G. Requests for Proclamations

The City routinely receives requests for proclamations. Proclamations are ceremonial statements which do not convey legislative action. Each individual Council Member has the authority to grant and sign proclamations. Within one business day of receipt of a Request for Proclamation, staff shall scan and email the request to all City Council Members. In the event a Council Member is interested in granting the request, they shall notify staff of their interest. If more than one Council Member responds, the first responsive notification received by staff shall be the grantor. Upon receipt of the affirmative response, staff shall advise the remaining Council Members and inquire whether they would also like to sign the proclamation. The Council shall have one business day to reply, after which the proclamation will be drafted with the appropriate number of signature blocks, and the grantor and signers shall be notified of its availability for signature.

The signed proclamations will be made available in the Office of City Clerk for pick up by the requestor, unless arrangements have been made for presentation at a certain event. Proclamations shall not be included on the Council Agenda nor presented at a Council Meeting unless so approved by a majority of the Council. Staff shall provide a monthly informational report to the City Council identifying the proclamations granted for the preceding month.



City of Porterville
REQUEST FOR PROCLAMATION



Date of Request: 08-01-23

Name of Event/Individual: Parental Rights

i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Blessings of Liberty

Name of Contact Person: Greg Meister

Address: 1160 Jean Ave Porterville CA

Phone: 559 792-9277 Email: gregmeister@ci.porterville.ca.us

I would like the proclamation: ☐ mailed ☒ call for pick up ☐ presented at an event

Date Needed: _____ Date of Event: _____

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. It is recommended that you submit your request at least four to six weeks in advance. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

Please be advised that a Proclamation is ceremonial in nature and does not convey official legislative action. The City reserves the right to correct grammar and spelling; to reject all advocacy of unlawful acts; and to reject all discriminatory language.

City Clerk's Section

Request Received by: Fernando Routed by: Fernando Date: 8-1-23

Granted by Council Member Greg Meister Date: 08-01-23

Signatures: Council Member Meister, Council Member Beltran

Date Requestor Notified of Completion: 8-3-23 in writing ☐ by phone ☒

Comments: none.

CITY OF PORTERVILLE

PARENTAL RIGHTS PROCLAMATION

WHEREAS, our nation has consistently maintained that the parents possess all fundamental rights to raise their children as they see fit; and

WHEREAS, the City of Porterville recognizes the fundamental importance of parental rights in nurturing the well-being and development of our children; and

WHEREAS, parents are the primary caregivers, protectors, and educators of their children, and their role is critical in shaping the future citizens of our community; and

WHEREAS, parental rights are constitutionally protected and deeply rooted in our society's values, affirming the rights of parents to make informed decisions about their children's education, health, and upbringing; and

WHEREAS, the City recognizes and upholds the Doctrine of Parental Rights, which solidifies the commitment to safeguarding parents' authority to raise their children without interference from the State, as underscored by numerous landmark United States Supreme Court cases; and

WHEREAS, the City of Porterville wholeheartedly affirms the principles set forth in the landmark US Supreme Court case *Pierce v Society of Sisters* (1925), wherein it was firmly established that "the fundamental theory of liberty upon which all governments in this Union repose excludes any general power of the State to standardize its children by forcing them to accept instruction from public teachers only. The child is not the mere creature of the State; those who nurture him and direct his destiny have the right, coupled with the high duty, to recognize and prepare him for additional obligations"; and

WHEREAS, the City of Porterville recognizes that the pivotal case of *Griswold v. Connecticut* (1965) laid the foundation for acknowledging the right to privacy, a fundamental principle that extends to parents' inherent Rights, enabling them to make decisions for their children free from undue governmental interference; and

WHEREAS, the United States Supreme Court has further demonstrated its unwavering support for parental autonomy through pivotal rulings, such as *Troxel v. Granville* (2000), *Wisconsin v. Yoder* (1972), and *Meyer v. Nebraska* (1923), each of which underscores the paramount significance of parental involvement in shaping their children's lives; and

WHEREAS, the City of Porterville understands that strong families are the foundation of a prosperous and harmonious community, fostering an environment of love, stability, and support for children; and

WHEREAS, it is essential to promote and protect the rights of parents to ensure they can exercise their responsibilities effectively and in the best interest of their children;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED our unwavering support for parental rights and the vital role of parents in our community. We acknowledge and affirm the following principles:

The Right to Raise and Educate: Parents have the right to raise, nurture, and educate their children according to their beliefs and values, respecting their cultural, religious, and ethical convictions.

The Right to Make Informed Decisions: Parents have the right to make informed decisions regarding their children's medical care, education, and extracurricular activities, guided by their understanding of what is in the best interest of their child.

The Right to Be Informed and Involved: Parents have the right to be fully informed and involved in their children's educational and extracurricular activities, as well as in any decision-making processes that may impact their children's well-being.

The Right to Privacy and Confidentiality: Parents have the right to expect that their family's privacy and confidentiality will be respected and protected by public and private institutions.

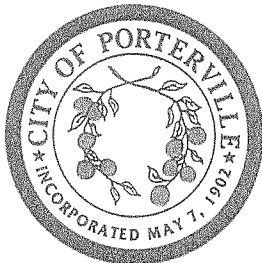
The Right to Advocate: Parents have the right to advocate for their children's needs and interests, ensuring that their voices are heard and considered in matters affecting their children.

The Right to Be Free from Discrimination: Parents have the right to be free from discrimination based on their parental status, family structure, or any other factors that do not affect their ability to care for and love their children.

The Right to Seek Redress: Parents have the right to seek legal redress if they believe their parental rights have been unjustly infringed upon.

By proclaiming this support for parental rights, the City of Porterville reaffirms its commitment to fostering a community where parents are empowered and respected in their essential role in raising the next generation of citizens. We encourage all residents, community organizations, and institutions to promote and safeguard parental rights, creating an environment that fosters the well-being and development of our children.

City of Porterville



Proclamation

- WHEREAS:** our nation has consistently maintained that the parents possess all fundamental rights to raise their children as they see fit; and
- WHEREAS:** the City of Porterville recognizes the fundamental importance of parental rights in nurturing the well-being and development of our children; and
- WHEREAS:** parents are the primary caregivers, protectors, and educators of their children, and their role is critical in shaping the future citizens of our community; and
- WHEREAS:** parental rights are constitutionally protected and deeply rooted in our society's values, affirming the rights of parents to make informed decisions about their children's education, health, and upbringing; and
- WHEREAS:** the City recognizes and upholds the Doctrine of Parental Rights, which solidifies the commitment to safeguarding parents' authority to raise their children without interference from the State, as underscored by numerous landmark United State Supreme Court cases; and
- WHEREAS:** the City of Porterville wholeheartedly affirms the principles set forth in the landmark US Supreme Court case *Pierce v Society of Sisters* (1925), wherein it was firmly established that "the fundamental theory of liberty upon which all governments in this Union repose excludes any general power of the State to standardize its children by forcing them to accept instruction from public teachers only. The child is not the mere creature of the State; those who nurture him and direct his destiny have the right, coupled with the high duty, to recognize and prepare him for additional obligations"; and
- WHEREAS:** the City of Porterville recognizes that the pivotal case of *Griswold v. Connecticut* (1965) laid the foundation for acknowledging the right to privacy, a fundamental principle that extends to parents' inherent Rights, enabling them to make decisions for their children free from undue governmental interference; and
- WHEREAS:** the United States Supreme Court has further demonstrated its unwavering support for parental autonomy through pivotal rulings, such as *Troxel v. Granville* (2000), *Wisconsin v. Yoder* (1972), and *Meyer v. Nebraska* (1923), each of which underscores the paramount significance of parental involvement in shaping their children's lives; and
- WHEREAS:** the City of Porterville understands that strong families are the foundation of a prosperous and harmonious community, fostering an environment of love, stability, and support for children; and
- WHEREAS:** it is essential to promote and protect the rights of parents to ensure they can exercise their responsibilities effectively and in the best interest of their children;

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of Porterville, on behalf of the Porterville City Council, do hereby proclaim our unwavering support for parental rights and the vital role of parents in our community. We acknowledge and affirm the following principles:

The Right to Raise and Educate: Parents have the right to raise, nurture, and educate their children according to their beliefs and values, respecting their cultural, religious, and ethical convictions.

The Right to Make Informed Decisions: Parents have the right to make informed decisions regarding their children's medical care, education, and extracurricular activities, guided by their understanding of what is in the best interest of their child.

The Right to Be Informed and Involved: Parents have the right to be fully informed and involved in their children's educations and extracurricular activities, as well as in any decision-making processes that may impact their children's well-being.

The Right to Privacy and Confidentiality: Parents have the right to expect that their family's privacy and confidentiality will be respected and protected by public and private institutions.

The Right to Advocate: Parents have the right to advocate for their children's needs and interests, ensuring that their voices are heard and considered in matters affecting their children.

The Right to Be Free from Discrimination: Parents have the right to be free from discrimination based on their parental status, family structure, or any other factors that do not affect their ability to care for and love their children.

The Right to Seek Redress: Parents have the right to seek legal redress if they believe their parental rights have been unjustly infringed upon.

By proclaiming this support for parental rights, the City of Porterville reaffirms its commitment to fostering a community where parents are empowered and respected in their essential role in raising the next generation of citizens. We encourage all residents, community organizations, and institutions to promote and safeguard parental rights, creating an environment that fosters the well-being and development of our children.


Greg Meister,
Councilmember


Raymond Beltran,
Councilmember



City of Porterville
REQUEST FOR PROCLAMATION



RECEIVED

AUG 18 2023

CITY OF PORTERVILLE
CITY CLERK OFFICE

Date of Request: 8/18/2023

Name of Event/Individual: Pat Holly: Constitution Week
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Alta Mira Chapter, NSDAR

Name of Contact Person: Pat Holly

Address: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

I would like the proclamation: ☐ mailed ☐ call for pick up ☒ presented at an event

Date Needed: No later than 9/15 Date of Event 9/17/2023
unless carried by presenter

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. It is recommended that you submit your request at least four to six weeks in advance. If assistance is needed, or if you need a sample provided, or to return this form, contact: You have issued many for us. Change the year to 2023

*and the anniversary
to 236 years since
the signing on 9/17/1787*

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

Please be advised that a Proclamation is ceremonial in nature and does not convey official legislative action. The City reserves the right to correct grammar and spelling; to reject all advocacy of unlawful acts; and to reject all discriminatory language.

City Clerk's Section

Request Received by: Fernando Routed by: Fernando Date: 8/21/23

Granted by Council Member Mayor Flores Date: 8/21/23

Signatures: Flores, Meier

Date Requestor Notified of Completion: 9-5-23 in writing ☐ by phone ☒

Comments: Mayor will present proclamation at the event.

City of Porterville



Proclamation

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2023, marks the two hundred and thirty-sixth anniversary of the signing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED by the undersigned, the week of September 17 through 23, 2023, as,

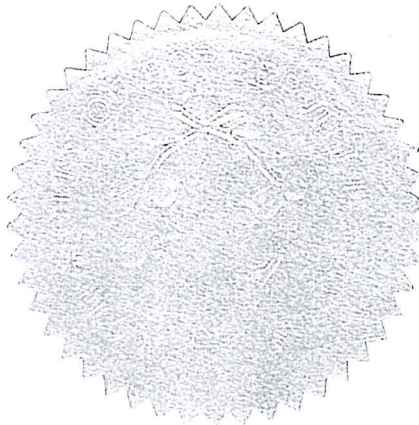
"CONSTITUTION WEEK"

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

PROCLAIMED this 17th day of September, 2023.



Martha A. Flores,
Mayor



Greg Meister,
Councilmember



City of Porterville
REQUEST FOR PROCLAMATION



RECEIVED

SEP 15 2023

CITY OF PORTERVILLE
CITY CLERK OFFICE

Date of Request: 9/15/2023

Name of Event/Individual: California Native American Day 2023
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Kellie Carrillo

Name of Contact Person: _____

Address: 1402 E Morton Ave

Phone: [REDACTED] Email: _____

I would like the proclamation: ☐ mailed ☒ call for pick up ☐ presented at an event

Date Needed: 9/20/23 Date of Event: 9/22/2023

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. It is recommended that you submit your request at least four to six weeks in advance. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

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City Clerk's Section

Request Received by: Fernando Routed by: Fernando Date: 9/15/23

Granted by Council Member Beltran Date: 9/20/23

Signatures: Beltran, Carrillo, Flores, Weyhrantz

Date Requestor Notified of Completion: 9/22/23 in writing ☐ by phone ☒

Comments: _____

WHEREAS: the City of Porterville recognizes the importance of acknowledging and honoring the rich history, culture, and contributions of California Native Americans; and

WHEREAS: California Native American Day provides an opportunity to celebrate the heritage, traditions, and resilience of California Native American peoples; and

WHEREAS: California Native American Day offers a chance to educate the community about the diverse California Native American cultures that have shaped our region and our state; and

WHEREAS: the City of Porterville aims to promote inclusivity, diversity, and respect for all individuals and communities within our city limits; and

WHEREAS: California Native American communities have made significant contributions to the growth, development, and progress in the City of Porterville through their rich traditions, art, language, medicine, environmental stewardship, and more; and

WHEREAS: recognizing California Native American Day will foster a greater understanding and appreciation of the historical and contemporary issues faced by California Native American communities; and

WHEREAS: many states and cities across the State of California have already established California Native American Day as an official observance to honor the Indigenous peoples of this land.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED by the undersigned, the importance of September 22, 2023 as,

"CALIFORNIA NATIVE AMERICAN DAY"

and encourages residents, educational institutions, and community organizations to observe California Native American Day through activities, events, and educational initiatives that promote understanding, cultural exchange, and respect for California Native American traditions and contributions.

PROCLAIMED this 22nd day of September, 2023.

City of Porterville



Proclamation

- WHEREAS: the City of Porterville recognizes the importance of acknowledging and honoring the rich history, culture, and contributions of California Native Americans; and
- WHEREAS: California Native American Day provides an opportunity to celebrate the heritage, traditions, and resilience of California Native American peoples; and
- WHEREAS: California Native American Day offers a chance to educate the community about the diverse California Native American cultures that have shaped our region and our state; and
- WHEREAS: the City of Porterville aims to promote inclusivity, diversity, and respect for all individuals and communities within our city limits; and
- WHEREAS: California Native American communities have made significant contributions to the growth, development, and progress in the City of Porterville through their rich traditions, art, language, medicine, environmental stewardship, and more; and
- WHEREAS: recognizing California Native American Day will foster a greater understanding and appreciation of the historical and contemporary issues faced by California Native American communities; and
- WHEREAS: many states and cities across the State of California have already established California Native American Day as an official observance to honor the Indigenous peoples of this land.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED by the undersigned, the importance of September 22, 2023 as,

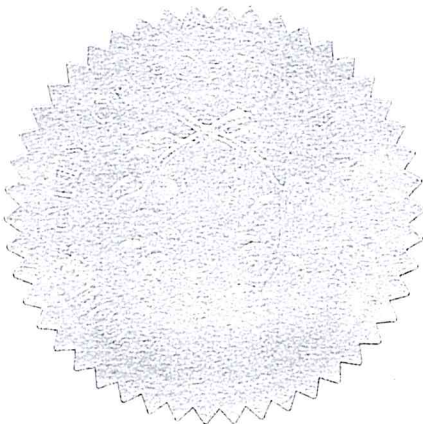
"CALIFORNIA NATIVE AMERICAN DAY"

and encourages residents, educational institutions, and community organizations to observe California Native American Day through activities, events, and educational initiatives that promote understanding, cultural exchange, and respect for California Native American traditions and contributions.

PROCLAIMED this 22nd day of September, 2023.

Martha A. Flores,
Mayor

Donald Weyhrauch,
Council Member



Kellie Carrillo,
Vice Mayor

Raymond Beltran,
Council Member



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Approval of Draft Minutes of July 18, 2023, October 3, 2023, and October 17, 2023

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of July 18, 2023, October 3, 2023, and October 17, 2023.

RECOMMENDATION: That the Council approve the draft Minutes of July 18, 2023, October 3, 2023, and October 17, 2023.

ATTACHMENTS:

1. Draft Minutes of 07-18-23
2. Draft Minutes of 10-03-23
3. Draft Minutes of 10-17-23

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: Patrice Hildreth, Deputy City Manager

Item No.

1.

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JULY 18, 2023, 5:30 PM**

Call to Order at 5:30 p.m.

Roll Call: Councilmember Greg Meister, Councilmember Raymond Beltran,
Councilmember Donald Weyhrauch, Vice Mayor Kellie Carrillo,
Mayor Martha A. Flores

ORAL COMMUNICATIONS

None.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.95 – Liability Claim: Claimant: Federated Insurance Company as Subrogee of Ryan Pouncey. Agency claimed against: City of Porterville.

2 - Government Code Section 54956.95 – Liability Claim: Claimant: Somboune Ballew. Agency claimed against: City of Porterville.

3 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Porfiria Martinez v. Sergio Frias et al., Tulare County Superior Court Case No. VCU299037.

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

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

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

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

**6:37 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION
TAKEN IN CLOSED SESSION**

City Attorney Lew reported action pertaining to A-2, as follows:

A-2. On a MOTION made by Councilmember Weyhrauch, and SECONDED by Councilmember Beltran the City Council unanimously rejected the claim filed by Somboune Ballew.

Documentation: M.O. 01-071823

Disposition: Claim rejected.

The Pledge of Allegiance was led by Councilmember Greg Meister.

Invocation – a member of the public came forward and gave an invocation.

PRESENTATIONS

- Employee Service Awards
Darrell Locke
Carlos Ochoa
Jake Castellow
- Recognition of new Central Valley Recreational Swim League Record Holders -
Girls 13/14 200 Yd Medley Relay – Rylee Medina, Regan Hildreth, Samantha Dolan, and Hayden Cardoza; and
Girls 13/14 50 Yd Breaststroke – Regan Hildreth

ORAL COMMUNICATIONS

- Jane Dignam, Porterville, spoke of her concern regarding ADA issues on Main Street.
- Stacey Fleishman, Porterville, stated she is also concerned of the ADA issues on Main Street and lack of accessible parking slots for ADA.
- Dr. Larrain Torrez, Porterville Chamber of Commerce, reported on the welcoming of new members to the chamber and invited everyone to the following events: Lunch and Learn, Cyber Security Workshop, First Friday Coffee, and a Ribbon Cutting Event.
- Brock Neeley, Porterville, provided Council with voter registration data for the city of Porterville, and voiced concern with a social media posting made by Councilmember Meister.

REPORTS

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

I. City Commission and Committee Meetings

1. Parks & Leisure Services Commission - June 1, 2023 (Summer Hiatus)
2. Library & Literacy Commission (Summer Hiatus)
3. Arts Commission – no report was provided.
4. Animal Control Commission – no report was provided.
5. Youth Commission (Summer Hiatus)
6. Transactions And Use Tax Oversight Committee (TUTOC)

II. Staff Informational Reports

1. Water Conservation Phase III Status Update - June 2023
2. Fire And Police Departments July 4th Statistical Report

CONSENT CALENDAR

Mayor Flores and Councilmember Meister both noted conflicts of interest on Item No. 12.

Councilmember Weyhrauch noted a conflict of interest on Item No. 13.

COUNCIL ACTION: MOVED by Vice Mayor Carrillo, SECONDED by Councilmember Beltran that the City Council approve Items Nos. 1-19. The motion carried unanimously, with noted conflicts.

1. APPROVAL OF DRAFT MINUTES OF APRIL 14, 2023, JUNE 6, 2023 AND JUNE 20, 2023

Recommendation: That the Council approve the draft Minutes of April 14, 2023, June 6, 2023, and June 20, 2023.

Documentation: M.O. 02-071823

Disposition: Approved.

2. AUTHORIZATION TO REPAIR REFUSE TRUCK FRONT AXLE

Recommendation: That the City Council:

1. Authorize the repair of a refuse truck by Golden State Peterbilt/American Truck Parts at a cost not to exceed \$14,888 (inclusive of all parts, taxes, and labor, including a 10% contingency); and
2. Authorize payment of repair upon satisfactory completion.

Documentation: M.O. 03-071823

Disposition: Approved.

3. AUTHORIZATION TO ADVERTISE FOR BIDS - NORTH TURNOUT AND GROUNDWATER RECHARGE BASIN

Recommendation: That City Council:

1. Approve staff's recommended Plans and Project Manual;
2. Authorize the Finance Director to appropriate \$842,000 in Water Replacement Funds to fully fund the project; and
3. Authorize staff to advertise for bids on the project.

Documentation: M.O. 04-071823

Disposition: Approved.

4. AUTHORIZATION TO ADVERTISE FOR BIDS - FIRE STATION 72 CLASSROOM REMODEL

Recommendation: That the City Council:

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

Documentation: M.O. 05-071823

Disposition: Approved.

5. AUTHORIZATION TO DISTRIBUTE REQUEST FOR QUALIFICATIONS TO ADD TO THE CURRENT LIST OF ON-CALL ENGINEERING SERVICES CONSULTANTS

Recommendation: That the City Council authorize staff to redistribute a Request for Qualifications to add to the list of qualified Engineers for on-call services.

Documentation: M.O. 06-071823

Disposition: Approved.

6. AUTHORIZATION TO NEGOTIATE A CONSULTANT CONTRACT - SELF EVALUATION AND TRANSITION PLAN

Recommendation: That the City Council:

1. Authorize staff to negotiate a scope of services contract with Sally Swanson Architects, Inc.; and
2. Authorize staff to negotiate a scope of services contract with Bureau Veritas if staff is unable to negotiate an acceptable contract with Sally Swanson Architects, Inc.

Documentation: M.O. 07-071823

Disposition: Approved.

7. AUTHORIZATION TO NEGOTIATE A CONSULTANT CONTRACT - EMERGENCY OPERATIONS CENTER & PUBLIC SAFETY HEADQUARTERS

Recommendation: That the City Council:

1. Authorize staff to negotiate a scope of services contract with Darden Architects; and
2. Authorize staff to negotiate a scope of services contract with COAR Design Group if staff is unable to negotiate an acceptable contract with Darden Architects.

Documentation: M.O. 08-071823

Disposition: Approved.

8. ACCEPTANCE OF GRANT DEEDS FOR THE VILLA STREET RECONSTRUCTION PROJECT

Recommendation: That the City Council:

1. Adopt the draft Resolutions accepting the Grant Deeds for portions of

APNs 252-251-021, 252-251-023, 252-260-031, 252-260-032, and 252-293-007;

2. Authorize the Mayor and City Manager to sign all necessary documents;
3. Authorize staff to make payment to property owners after the close of escrow; and
4. Authorize staff to record all documents with the County Recorder.

Documentation: Resolution No. 32-2023, Resolution No. 33-2023, Resolution No. 34-2023, Resolution No. 35-2023, Resolution No. 36-2023

Disposition: Approved.

9. CONSIDERATION OF REALLOCATION OF FUNDS FOR DEVELOPMENT ORDINANCE UPDATE

Recommendation: That the City Council authorize the reallocation of funds from the General Fund Allocation for the Housing Element Update to pay for the Development Ordinance Comprehensive Update.

Documentation: M.O. 09-071823

Disposition: Approved.

10. OPERATION OF NAVIGATION CENTER REQUEST FOR PROPOSALS

Recommendation: That the City Council authorize the distribution of a Request for Proposals for the Operation of the Porterville Navigation Center incorporating PLHA and CDBG funds.

Documentation: M.O. 10-071823

Disposition: Approved.

11. STATE ROUTE 190 AND WESTWOOD STREET ROUNDABOUT TRANSPORTATION ART MAINTENANCE AGREEMENT

Recommendation: That the City Council:

1. Approve the Mighty 190 Transportation Art Maintenance Agreement and Tree/Eagle Project Specific Maintenance Agreement with the California Department of Transportation; and
2. Authorize the Mayor and City Manager to sign the draft Transportation Art Maintenance Agreement as proposed by the California Department of Transportation.

Documentation: M.O. 11-071823

Disposition: Approved.

12. SEWER UTILITY DISTRICTS ANNUAL ASSESSMENTS FISCAL YEAR 2023-

2024

Recommendation: That the City Council adopt the draft Resolutions ordering the continued sewer district assessments for the 2023-2024 tax year.

Documentation: Resolution No. 37-2023, Resolution No. 38-2023, Resolution No. 39-2023, Resolution No. 40-2023

Disposition: Approved.

13. PRELIMINARY ANNUAL ENGINEER'S REPORT OF ASSESSMENTS FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS AND SETTING A PUBLIC HEARING

Recommendation: That the City Council:

1. Adopt a draft Resolution ordering the preparation of an Engineer's Report for the Landscape and Lighting Maintenance Districts for the 2023-2024 Fiscal Year;
2. Adopt a draft Resolution giving preliminary approval to the Engineer's Report for the Landscape and Lighting Maintenance Districts for the 2023-2024 Fiscal Year;
3. Adopt a draft Resolution declaring the intent to levy and collect assessments for the 2023-2024 Fiscal Year, and offering a time and place for hearing objections thereto; and
4. Schedule a Public Hearing for August 1, 2023 at 4:00 P.M., regarding the Engineer's Report and proposed assessments for the Landscape and Lighting Maintenance Districts for the 2023-2024 Fiscal Year.

Documentation: Resolution No. 41-2023, Resolution No. 42-2023, Resolution No. 43-2023

Disposition: Approved.

14. ENGINEER'S REPORTS AND SETTING OF A PUBLIC HEARING FOR ESTABLISHING LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS AND TAX ASSESSMENTS FOR PARCELS WITHIN THE VILLAS AT SIERRA MEADOWS PHASES ONE, TWO AND THREE

Recommendation: That the City Council:

1. Adopt the draft Resolution ordering the proceedings for formation of Landscape and Lighting Maintenance District Numbers 57, 58 and 59, and ordering the preparation of the Engineer's Reports; and
2. Adopt the draft Resolution giving preliminary approval to the Engineer's Reports; and
3. Adopt the draft Resolution declaring intent to form districts, levy and collect assessments, and setting a Public Hearing for August 1, 2023.

Documentation: Resolution No. 44-2023, Resolution No. 45-2023, Resolution No. 46-2023

Disposition: Approved.

15. ASSIGNMENT OF AIRPORT LEASE - LOT NO. 40

Recommendation: That the City Council:

1. Approve the Assignment of Lease for Lot No. 40 at the Porterville Municipal Airport from Dana Gillespie and Susan Peck to Matthew A. Quatacker; and
2. Authorize the Mayor to sign the Lessor's Consent to Assignment of Lease Agreement on behalf of the City.

Documentation: M.O. 12-071823

Disposition: Approved.

16. APPROVAL OF COMMUNITY CIVIC EVENT - PORTERVILLE KIWANIS CLUB - VENDOR MARKET - JULY 22, 2023

Recommendation: That the City Council approve the Community Civic Event application from Porterville Kiwanis Club to hold the Vendor Market on July 22, 2023, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

Documentation: M.O. 13-071823

Disposition: Approved.

17. APPROVAL OF COMMUNITY CIVIC EVENT - AMERICAN CONSERVATORY - THE MECCA GRAND RE-OPENING - AUGUST 5, 2023

Recommendation: That the City Council approve the Community Civic Event application from American Conservatory to hold "The Mecca Grand Re-opening" on August 5, 2023, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

Documentation: M.O. 14-071823

Disposition: Approved.

18. AUTHORIZATION OF STREET CLOSURES FOR THE NATIONAL NIGHT OUT AND KJUG FREE SUMMER CONCERT COMMUNITY EVENT ON AUGUST 1, 2023

Recommendation: That the City Council authorize the closure of streets for the National Night Out and KJUG Free Summer Concert community event on August 1, 2023.

Documentation: M.O. 15-071823

Disposition: Approved.

19. STATUS AND REVIEW OF LOCAL DROUGHT EMERGENCY

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.

Documentation: M.O. 16-071823

Disposition: Approved.

SCHEDULED MATTERS

20. CONSIDERATION OF PORTERVILLE NAVIGATION CENTER EXPANSION

Recommendation: That the City Council provide direction on the vision for the facilities of the Porterville Navigation Center.

City Manager Lollis introduced the item and Assistant City Manager Jason Ridenour presented the staff report.

Council gave direction to staff to research and evaluate options that support the installing and development of a bathroom, shower and eating facility, and the expansion of the Navigation Center to support permanent housing.

Documentation: None.

Disposition: Direction given.

21. HISTORY OF THE ESTABLISHMENT OF SEWER DISTRICTS & PARKS IMPACT FEES

Recommendation: That the City Council consider the report and direction for future utility districts and any additional impact fees that it would like to see the appropriate studies done to evaluate and/or create.

City Manager Lollis introduced the item and Engineering and Project Management Director Javier Sanchez presented the staff report.

Council provided direction to staff to research the current fees and see if the accessed fees can be adjusted.

Documentation: None.

Disposition: Direction given.

Council recessed at 9:14 p.m. and reconvened at 9:25 p.m.

22. ADOPTION OF ANNUAL APPROPRIATION LIMIT

Recommendation: That the City Council approve the draft Resolution adopting the appropriation limit of \$93,143,853 for the 2023-2024 Fiscal Year.

City Manager Lollis introduced the item and Finance Director Maria Bemis presented the staff report.

COUNCIL ACTION: MOVED by Vice Mayor Carrillo, SECONDED by Councilmember Meister, that the City Council approve the draft resolution adopting the appropriation limit of \$93,143,853 for the 2023-2024 Fiscal Year. The motion carried unanimously.

Documentation: Resolution No. 47-2023

Disposition: Approved.

23. CONSIDERATION OF SPONSORSHIP OF 2023 TULE RIVER TRIBE POWWOW SCHEDULED FOR FRIDAY, SEPTEMBER 29TH - SUNDAY, OCTOBER 1ST, 2023

Recommendation: That the City Council consider sponsorship of the 2023 Tule River Tribe Powwow.

City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Councilmember Meister, SECONDED by Councilmember Beltran, that the City Council approve the City's platinum level sponsorship of \$5,000 for the 2023 Tule River Tribe Powwow.

AYES: Meister, Beltran, Weyhrauch, Flores

NOES: None

ABSTAIN: Carrillo

ABSENT: None

Documentation: M.O. 17-071823

Disposition: Approved.

24. STATUS AND REVIEW OF DECLARATION OF LOCAL FLOOD EMERGENCY

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.

City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Mayor Flores, SECONDED by Councilmember Weyhrauch, that the City Council approve the continuation of the Declaration of Local Flood

Emergency; and approve the agreement with Good Guard Security to provide security at the Porterville Armory. The motion carried unanimously.

Documentation: M.O. 18-071823

Disposition: Approved.

AB 1234 REPORTS

1. Tulare County Taskforce On Homelessness - June 21, 2023

Mayor Flores provided a report on the attendees, the approval of the minutes, an update on the Task Force on Homelessness members, two presentations by CalAIM, and updates from the community.

2. Tulare County Association Of Governments (TCAG) Women In Transportation Session - June 23, 2023

Mayor Flores stated she would discuss this report during Other Matters.

3. San Joaquin Valley Regional Early Action Planning (Reap) Committee - June 23, 2023

City Manager Lollis reported on the approval of minutes and updates that were given to the Committee in the form of a presentation.

4. Tulare County Regional Transit Agency Board - June 23, 2023

Councilmember Weyhrauch stated he would like to present the report at the next Council meeting.

5. TCAG/Tulare County Transportation Authority (TCTA) Board - June 26, 2023

Mayor Flores reported on the Transportation Consent Calendar and Transportation Action Items which included the adoption of resolutions. Mayor Flores also reported on the Association Consent Calendar action items that included the approval of the minutes and a discussion of the Legislative Update.

6. Tulare County Economic Development Corporation Board - June 28, 2023

Mayor Flores reported on the approval of minutes, the approval of the financials, and an update on the project and client services.

7. Local Initiatives Navigation Center Committee - July 5, 2023

Councilmember Beltran reported on the approval of minutes, a Navigation Center update, and a discussion on volunteer tables.

8. Eastern Tule Groundwater Sustainability Agency Board - July 6, 2023

Councilmember Weyhrauch stated the Agency did not have a meeting.

9. Tule River Improvement Joint Powers Authority (TRIJA) Board - July 10, 2023

Councilmember Weyhrauch reported on the approval of minutes, approval of several agreements, and the proposed budget for 2023-2024.

10. Tulare County Water Commission - July 10, 2023

Mayor Flores reported on the location of where the recorded minutes can be found, and stated that Susan Long of the Tule Trust provided a presentation to the Commission related to the Multi-Benefit Land Repurposing Program.

11. TCAG Transit Forum Microtransit Tour - July 11, 2023

Vice Mayor Carrillo reported on a tour of the transit and micro transit system in within the City of Porterville. Vice Mayor Carrillo stated the tour gave the opportunity to ask questions and see how the system works.

12. TCAG Transit Forum - July 12, 2023

Vice Mayor Carrillo reported on a report regarding state and federal funding, and discussion regarding the regional micro transit launch.

13. Calvans Board - July 13, 2023

Vice Mayor Carrillo reported on a lobbyist update and request for support, approval of an agreement for private vehicle donations, and approval for a single source quote for audit services.

14. City-Tribe Memorandum of Understanding Committee - July 13, 2023

Mayor Flores reported on those in attendance, and discussions related to fire service, public safety, and road improvements in the area of the new casino.

15. TCAG/TCTA Board - July 17, 2023 (Cancelled)

16. TCRTA Board - July 17, 2023

Councilmember Weyhrauch presented a report from multiple committees, including the Ad-hoc Sustainability Committee, Ad-hoc Executive Director Search Committee, and Safety Committee, as well as items on the Consent Calendar, such as the approval of minutes, receipt and filing of financial statements, and several action and discussion items.

ORAL COMMUNICATIONS

None.

OTHER MATTERS

- Council Member Beltran acknowledged the three public safety personnel on their earlier recognition of service to the city, gave thanks to all the individuals who worked in the heat this summer, and requested that staff update the volunteer page on the City's website.
- Council Member Weyhrauch stated the Employee Service Awards were great and honorable, wished everyone a safe summer, and welcomed back Deputy City Clerk Fernando Gabriel-Moraga and congratulated him on the birth of his daughter Reign.
- Council Member Meister spoke of a recent post that he made on Facebook, congratulated Senator Shannon Grove on Senate Bill 14, and spoke of Assembly Bill 665 and Assembly Bill

957. Councilmember Meister also congratulated the Porterville Hurricanes swimmers for breaking Central Valley records and congratulated Public Safety for their service to the city.

- Vice Mayor Carrillo congratulated Deputy City Clerk Fernando Gabriel-Moraga and his wife on the birth of their daughter, congratulated the Chief and Officers that were recognized for the service to the city, spoke of the ADA issues that were brought up by citizens in the community, and wished her mother a Happy Birthday. Vice Mayor Carrillo also spoke of the history of when natives first became citizens of the United States, and stated spoke of the City of Porterville - Community Newsletter.
- Mayor Flores recognized the City's IT Division for their efforts to help all the departments; spoke of her attendance as a panelist at the Tulare County Association Of Governments (TCAG) Women In Transportation Session, and noted several events including a Housing Fair at Veterans Park, the International Agri Center Interchange Groundbreaking Ceremony, an Ambassador Luncheon, and an Exchange Club event.
- City Manager Lollis spoke of the recent Freedom Fest Event, and spoke of the upcoming birthdays of city employees.

CLOSED SESSION

None.

ADJOURNMENT

The Council adjourned at 11:05 p.m. to the meeting of August 1, 2023 at 3:00 P.M.

Fernando Gabriel-Moraga, Deputy City Clerk

SEAL

Martha A. Flores, Mayor

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
OCTOBER 3, 2023, 5:30 PM**

Call to Order at 5:30 p.m.

Roll Call: Council Member Greg Meister, Council Member Raymond Beltran,
Council Member Donald Weyhrauch, Mayor Martha A. Flores

Absent: Vice Mayor Kellie Carrillo

ORAL COMMUNICATIONS

None.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.95 – Liability Claim: Claimant: Blanca Reynoso. Agency Claimed Against: City of Porterville.

2 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Two (2) cases in which facts are not yet known to Potential Plaintiffs.

3 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Three (3) cases.

**6:33 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION
TAKEN IN CLOSED SESSION**

City Attorney Lew reported action pertaining to A-1, as follows:

A-1. On a MOTION made by Mayor Flores, and SECONDED by Council Member Weyhrauch the City Council rejected the claim filed by Blanca Reynoso.

AYES: Meister, Beltran, Weyhrauch, Flores

NOES: None

ABSTAIN: None

ABSENT: Carrillo

Documentation: M.O. 01-100323

Disposition: Claim denied.

Pledge of Allegiance Led by Council Member Weyhrauch

Invocation – a member of the public came forward and gave an invocation.

PRESENTATIONS

International Association of Fire Fighters' Fallen Fire Fighters Memorial Dedication
Introduction of Police Wellness K9
Employee Service Awards
Office of Assemblyman Devon Mathis - Update

ORAL COMMUNICATIONS

- San Juanita Flores, Porterville, expressed her concern for a homeless Vietnam veteran and asked the community for their assistance in getting this person help.

REPORTS

- I. Staff Informational Reports
1. Fall Community Clean-Up & Disposal Event - October 14, 2023

CONSENT CALENDAR

Item Nos. 1, 6, and 13 were removed for further discussion. City Manager Lollis noted a conflict of interest on Item No. 5.

COUNCIL ACTION: MOVED by Council Member Donald Weyhrauch, SECONDED by Council Member Greg Meister, that the City Council approve Items Nos. 2-5, and 7-12.

AYES: Meister, Beltran, Weyhrauch, Flores
NOES: None
ABSTAIN: None
ABSENT: Carrillo

2. SALE OF SURPLUS POLICE MOTORCYCLE TO WOODLAKE POLICE DEPARTMENT

Recommendation: That the City Council approve the sale of the surplus Honda 1300 Motorcycle Unit# 3340 for \$1.00 to the Woodlake Police Department for official use.

Documentation: M.O. 02-100323

Disposition: Approved.

3. AUTHORIZATION TO PURCHASE BY NEGOTIATION EQUIPMENT SCHEDULED FOR REPLACEMENT

Recommendation: That the City Council authorize the purchase by negotiation of the equipment listed and authorize payment for said equipment upon satisfactory delivery.

Documentation: M.O. 03-100323

Disposition: Approved.

4. AWARD OF CONTRACT - RETAIL RECRUITMENT SOFTWARE FIRM

Recommendation: That the City Council authorize staff to contract with Buxton Company, LLC, for a one year contract in the amount of \$35,000 for software services that support local economic development.

Documentation: M.O. 04-100323

Disposition: Approved.

5. ACCEPTANCE OF PROJECT - DRILLING PHASE OF WELL 34

Recommendation: That the City Council:

1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the immediate release of final payment, provide no stop notices have been filed.

Documentation: M.O. 05-100323

Disposition: Approved.

7. AUTHORIZATION TO EXECUTE CONSULTANT AGREEMENT WITH SALLY SWANSON ARCHITECTS, INC. - SELF-EVALUATION AND TRANSITION PLAN

Recommendation: That the City Council:

1. Authorize the Engineering and Project Management Director to execute the Consultant Service Agreement for the Self-Evaluation and Transition Plan with Sally Swanson Architects, Inc in the amount of \$221,400;
2. Approve the draft Resolution the appropriation of \$21,400 from the General Fund Facility Deferred Maintenance/Equipment Replacement Designated Fund to fully fund this project; and
3. Authorize progress payments up to one hundred percent (100%) of the fee amount.

Documentation: M.O. 06-100323, Resolution No. 62-2023

Disposition: Approved.

8. CONSIDERATION OF APPROVAL OF A MASTER INSTRUCTIONAL SERVICE AGREEMENT WITH FRESNO CITY COLLEGE

Recommendation: That the City Council authorize the Fire Department to enter into a Master Instructional Service Agreement with Fresno City College for an in-service firefighter training program for a one-year period beginning immediately with reoccurring optional one-year renewal periods.

Documentation: M.O. 07-100323

Disposition: Approved.

9. ASSIGNMENT OF AIRPORT LEASE AND CONSENT TO SUBLET - LOT NO. 46E

Recommendation: That the City Council:

1. Approve the Assignment of Lease for Lot No. 46E at the Porterville Municipal Airport from Lloyd B. Janzen and Bruce D. Janzen to JLW Associates, Inc.;
2. Authorize the Mayor to sign the Lessor's Consent to Assignment of Lease Agreement on behalf of the City;
3. Authorize the Lessee, JLW Associates, Inc., to sublet airport hangar on Lot No. 46E at the Porterville Municipal Airport to REACH Air Medical Services; and
4. Authorize the Mayor to sign the City's Consent to Sublet Airport Hangar Lot No. 35 on behalf of the City.

Documentation: M.O. 08-100323

Disposition: Approved.

10. APPROVAL OF COMMUNITY CIVIC EVENT - PORTERVILLE CHAMBER OF COMMERCE - PAPER SHREDDING EVENT - OCTOBER 19, 2023

Recommendation: That the City Council approve the Community Civic Event Application and Agreement from the Porterville Chamber of Commerce to hold the Paper Shredding Event on October 19, 2023, subject to the requirements and restrictions that are listed on the attached copy of the Application and Agreement, Exhibit A, and Exhibit B.

Documentation: M.O. 09-100323

Disposition: Approved.

11. APPROVAL OF COMMUNITY CIVIC EVENT - AMERICAN CONSERVATORY - FRIGHT NIGHT AT THE MECCA - OCTOBER 21, 2023

Recommendation: That the City Council approve the Community Civic Event Application and Agreement from the American Conservatory to hold "Fright Night at the Mecca" on October 21, 2023, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

Documentation: M.O. 10-100323

Disposition: Approved.

12. APPROVAL OF COMMUNITY CIVIC EVENT - VETERANS HOMECOMING COMMITTEE - VETERANS DAY PARADE - NOVEMBER 11, 2023

Recommendation: That the City Council approve the Community Civic Event Application and Agreement submitted by the Veterans Homecoming Committee for the annual Veterans Day Parade on November 11, 2023, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A and Exhibit B.

Documentation: M.O. 11-100323

Disposition: Approved.

SECOND READINGS

14. SECOND READING - ORDINANCE NO. 1904 - IN SUPPORT OF ZONE CHANGE (PRC 2023-006-Z), FROM RS-1 (VERY LOW DENSITY RESIDENTIAL) TO CMX (COMMERCIAL MIXED-USE) TO ALLOW FOR THE APPLICATION OF DEVELOPMENT STANDARDS OF COMMERCIAL DISTRICTS

Recommendation: That the City Council give Second Reading to Ordinance No. 1904, waive further reading, and adopt said Ordinance.

City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Mayor Martha A. Flores, SECONDED by Council Member Greg Meister, that the City Council give Second Reading to Ordinance No. 1904, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE IN SUPPORT OF ZONE CHANGE (PRC 2023-006-Z), FROM RS-1 (VERY LOW DENSITY RESIDENTIAL) TO CMX (COMMERCIAL MIXED-USE) TO ALLOW FOR THE APPLICATION OF DEVELOPMENT STANDARDS OF COMMERCIAL DISTRICTS, waive further reading, and adopt said Ordinance.

AYES: Meister, Beltran, Weyhrauch, Flores
NOES: None
ABSTAIN: None
ABSENT: Carrillo

Documentation: Ordinance No. 1904

Disposition: Approved.

SCHEDULED MATTERS

15. ADDENDUM NO. 6 TO EMPLOYMENT AGREEMENT BETWEEN CITY OF PORTERVILLE AND JOHN D. LOLLIS

Recommendation: That the City Council approve Addendum No. 6 to the Employment Agreement between the City of Porterville and John D. Lollis.

City Manager Lollis introduced the item and City Attorney Lew presented the staff report.

COUNCIL ACTION: MOVED by Mayor Martha A. Flores, SECONDED by Council Member Raymond Beltran, that the City Council approve Addendum No. 6 to the Employment Agreement between the City of Porterville and John D. Lollis.

AYES: Meister, Beltran, Weyhrauch, Flores

NOES: None

ABSTAIN: None

ABSENT: Carrillo

Documentation: M.O. 12-100323

Disposition: Approved.

16. STATUS AND REVIEW OF DECLARATION OF LOCAL FLOOD EMERGENCY

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.

City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Council Member Raymond Beltran, SECONDED by Mayor Martha A. Flores, that the City Council approve the continuance of the Declaration of Local Flood Emergency.

AYES: Meister, Beltran, Weyhrauch, Flores

NOES: None

ABSTAIN: None

ABSENT: Carrillo

Documentation: M.O. 13-100323

Disposition: Approved.

1. PURCHASE OF A LIVE BURN TRAINING TOWER

Recommendation: That the City Council approve the purchase of a custom 4-story Draeger live burn training prop at a cost of \$1,584,468.27 with an additional ten percent (10%) contingency of \$158,446.83, for the total not to exceed \$1,742,915.10.

City Manager Lollis introduced the item and Fire Chief Bryan Cogburn presented the staff report.

COUNCIL ACTION: MOVED by Council Member Donald Weyhrauch, SECONDED by Mayor Martha A. Flores, that the City Council approve the purchase of a Live Burn Training Tower at a cost of \$1,584,468.27 with an additional 10% contingency.

AYES: Meister, Beltran, Weyhrauch, Flores
NOES: None
ABSTAIN: None
ABSENT: Carrillo

Documentation: M.O. 14-100323

Disposition: Approved.

6. AUTHORIZATION TO NEGOTIATE A CONSULTANT CONTRACT - SPORTS COMPLEX BASEBALL FIELD DESIGN

Recommendation: That the City Council:
1. Authorize staff to negotiate a scope of services contract with O'Dell Engineering; and
2. Authorize staff to negotiate a scope of services contract with QK, Inc. if staff is unable to negotiate an acceptable contract with O'Dell Engineering.

City Manager Lollis introduced the item and Engineering and Project Management Director Javier Sanchez presented the staff report.

As a result of the Council's review, QK, Inc. was selected by consensus since they are local and there was only a one-point difference in the scoring between those selected, as well as the fact that O'Dell Engineering would serve as a backup if QK, Inc. is unable to negotiate an acceptable contract.

COUNCIL ACTION: MOVED by Council Member Raymond Beltran, SECONDED by Council Member Donald Weyhrauch, that the City Council authorize staff to negotiate a Consultant Contract with QK, Inc.

AYES: Meister, Beltran, Weyhrauch, Flores
NOES: None
ABSTAIN: None
ABSENT: Carrillo

Documentation: M.O. 15-100323

Disposition: Approved.

13. STATUS AND REVIEW OF LOCAL DROUGHT EMERGENCY

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.

City Manager Lollis introduced the item and presented the staff report.

After discussion, Council reached a consensus for the item to remain on upcoming agendas so as to keep the water issue in the forefront with the State to remind it of the City's need for the State to fulfill its contractual obligations concerning the East Porterville Water Project and additional requested consolidations.

COUNCIL ACTION: MOVED by Council Member Raymond Beltran, SECONDED by Mayor Martha A. Flores, that the City Council approve the continuance of the Declaration of Local Drought Emergency.

AYES: Beltran, Weyhrauch, Flores

NOES: Meister

ABSTAIN: None

ABSENT: Carrillo

Documentation: M.O. 16-100323

Disposition: Approved.

AB 1234 REPORTS

1. Tulare County Association Of Governments (TCAG) / Tulare County Transportation Authority - September 18, 2023

Mayor Flores reported on the approval of minutes, a legislative report, a TCRTA update via slideshow presentation, and the approval of various resolutions.

2. Cal Cities Annual Conference - September 20-22, 2023

Council Member Beltran discussed the three different sessions he attended as follows:

- Response to Homeslessness in the City of Rialto
- How to Solve Big City Problems in Small Towns
- Downtown Revitalization.

3. Mayor Flores discussed the sessions she attended which were the following:

- California Cannabis: Seven Years After Legalization
- The Mayor Said What?! Staying Ahead of the News
- Stop Hate: How Local Elected Officials Can Combat Rising Hate Crimes and Hate Speech.

4. Mighty 190 Committee - September 20, 2023

Council Member Meister reported on those in attendance, the review of expenditures, road closure updates, a discussion of marketing strategies, and community promotions ideas.

5. Tulare County Task Force on Homelessness - September 20, 2023

No report was provided.

6. Tulare County Economic Development Corporation (TCEDC) - September 27, 2023

Mayor Flores reported on those in attendance, the approval of Minutes, a presentation by Samantha Doderio from San Joaquin Valley Clean Energy Organization, and project and client services and staff updates.

7. Internal City Audit Committee - September 27, 2023

Mayor Flores reported on the approval of Minutes, an introduction of the City Auditors, the review of the Tulare County Junior Livestock Show and Community Fair License and Development Agreement, and the Review of the PSW Lease Agreement.

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, provided the council with handouts, and spoke of an education appropriation item that is on the Appropriations Committee in the House.
- Renee Curtley, Porterville, voiced concern with the small “tractor museum” on Grand Ave, and stated that the business was supposed to be temporary.

OTHER MATTERS

- Council Member Beltran spoke of the earlier dedication of the Fallen Fire Fighters Memorial by the International Association of Fire Fighters; lauded the Employee Service Awards and its recipients; and spoke about his experience in assisting East Porterville to obtain water.
- Council Member Weyhrauch spoke of his recent experience at an RV park, spoke of Dianne Feinstein's impact on the State and Nation and requested that flags be lowered to half staff, and commended the recipients of the Employee Service Awards.
- Council Member Meister apologized for his earlier comments with regard to a recipient of the Employee Service Award; spoke of the comments made during Oral Communications; spoke of the Fallen Fire Fighters Memorial; spoke of his attendance to a recent Porterville Police Department Badge Pinning Ceremony; congratulated Senator Grove on SB 14; and spoke of the status of AB957, AB665, AB1078, and SB 2.

Council Member Meister then requested that the City Council consider adding an item to the next agenda to consider supporting future out of state travel for personnel to attend firefighter memorials.

COUNCIL ACTION: MOVED by Council Member Donald Weyhrauch, SECONDED by Council Member Greg Meister, that the City Council approve placing on the agenda at the next meeting, as a Scheduled Matter, a resolution memorializing funding for out-of-state travel to attend the Fallen Firefighter Memorial in Colorado Springs, CO.

AYES: Meister, Beltran, Weyhrauch, Flores
NOES: None
ABSTAIN: None
ABSENT: Carrillo

Documentation: M.O. 17-100323

Disposition: Approved.

- Mayor Flores spoke of the recent Police Badge Pinning Ceremony, thanked the firefighters in

attendance, praised Yuriko Velarde for her recent video interview, and recognized all city staff and their departments for their dedication and services.

- City Manager Lollis stated expressed his pleasure to recognize Chief Castellow and Captain Maniss at the Badge Pinning Ceremony; he expressed his sincere appreciation for Gordon Trott and Hector Gonzalez for their efforts in fighting the floods; mentioned Pioneer Days and TCAG meetings, as well as the upcoming birthdays of Finance Director Maria Bemis and Engineering and Project Management Director Javier Sanchez; and wished Terry and Richard Villareal a happy nuptial.

CLOSED SESSION

None.

ADJOURNMENT –

The Council adjourned at 9:05 p.m. to the meeting of October 17, 2023, at 5:30 P.M.

Fernando Gabriel-Moraga, Deputy City Clerk

SEAL

Martha A. Flores, Mayor

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
OCTOBER 17, 2023, 5:30 PM**

Call to Order at 5:30 p.m.

Roll Call: Council Member Greg Meister, Council Member Raymond Beltran,
Vice Mayor Kellie Carrillo, Mayor Martha A. Flores

Absent: Council Member Donald Weyhrauch

ORAL COMMUNICATIONS

None.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

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

2 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel –
Anticipated Litigation – Initiation of Litigation: Three (3) cases.

**6:39 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION
TAKEN IN CLOSED SESSION**

City Attorney Julia Lew reported no reportable action had taken place during Closed Session.

Pledge of Allegiance Led by Vice Mayor Carrillo

Invocation – a member of the public came forward to give an invocation.

PRESENTATIONS

Employee of the Month - Yvette Rodriguez
Outstanding Business Recognition - Hergesheimer's Donut Factory
HOPE Grant

ORAL COMMUNICATIONS

- Cathy Capone, Porterville, encouraged the city to revive the Tule River Corridor for civic events, expressed gratitude to the Council for discussing the ordinances related to encampments, and mentioned that she is currently conducting an assessment of the parks.
- Walt Orth, Porterville, proposed that the Council permit the community to offer their views on possible regulations concerning camping and critical infrastructure protection.
- Felipe Martinez, Porterville, shared his experiences of serving on the Council and discussed the process for obtaining the All-American City designation for the City.
- Bob Atchley, from Porterville's American Legion, spoke in favor of Item No. 10 on the agenda, and stated that today's date marks the 105th Anniversary of the Veterans Day Parade.

- Dr. Massey Missakian, Porterville, addressed the Council regarding his Community Civic Event application and the conversation he had with City staff. He strongly urged the Council to reconsider his request to change the time of his event to an earlier hour.
- Gale Nuckols, Porterville, spoke in support of Item No. 10.
- Josh Flowers, Strathmore, expressed support for Item No. 5 and highlighted that homelessness remains a problem in the city.
- Ed McKerverey, Porterville, voiced his support for Item No. 5 and emphasized the importance of enforcing laws impartially within the City.
- Greg Shelton, Porterville, expressed his reservations regarding the distance specified in the draft Ordinance for critical infrastructure in Item No. 09.
- Brock Neeley, Porterville, proposed that Item No. 10 should be postponed until after the certification of the March Primary, as AB 531 and SB 326 are both on the ballot.

REPORTS

I. City Commission and Committee Meetings

1. Parks & Leisure Services Commission - October 3, 2023

Commissioner Janet Uresti, delivered a report regarding the Murry Park clean-up, Pioneer Days & Rib Cook Off, Youth Sports, the Halloween Home Decorating Contest, the Veterans Day Run, and emphasized the importance of volunteering for community events.

2. Library & Literacy Commission - October 10, 2023

Commissioner Edith La Vonne reported on a design institute in Hayward, CA, that was attended by Librarian Vikki Cervantes. The report included participation statistics for various events such as Virtual Story Time, Adult Book Club, Bilingual Story Time, Family Literacy Services, Bring your own game day, Young Adult Book Club, and the Thousand Books Before Kindergarten Challenge. Commissioner La Vonne also mentioned that September was National Library Card Sign-up Month and discussed the Library Book Savings Competition.

3. Arts Commission - no report was provided.

4. Animal Control Commission – no report was provided.

5. Youth Commission – no report was provided.

6. Transactions and Use Tax Oversight Committee (TUTOC) – no report was provided.

II. Staff Informational Reports

1. Water Conservation Phase III Status Update - September 2023

CONSENT CALENDAR

Item No. 5 was removed for further discussion at the request of Council Member Beltran.

COUNCIL ACTION: MOVED by Council Member Meister, SECONDED by Vice Mayor Carrillo, that the City Council approve Items Nos. 1-4, and 6.

AYES: Meister, Beltran, Carrillo, Flores
NOES: None
ABSTAIN: None.
ABSENT: Weyhrauch

1. AUTHORIZATION TO PURCHASE VETERANS DAY RUN SHIRTS

Recommendation: That the City Council approve the purchase of the Veterans Day Run race shirts from Axiom Graphics at the price of \$12.00 per unit.

Documentation: M.O. 01-101723

Disposition: Approved.

2. LICENSE AGREEMENT EXTENSION- COMISION HONORIFICA MEXICANA AMERICANA, INC.

Recommendation: That the City Council authorize the extension of the term of the License Agreement between the City of Porterville and Comision Honorifica Mexicana Americana, Inc. for twenty-five (25) years, ending September 30, 2048.

Documentation: M.O. 02-101723

Disposition: Approved.

3. LICENSE AGREEMENT RENEWAL- PORTERVILLE KIWANIS CLUB

Recommendation: That the City Council approve the draft Revocable License Agreement between the City of Porterville and the Porterville Kiwanis Club for a term of five years, with an optional one-year extension, at a cost of \$1.00 per year.

Documentation: M.O. 03-101723

Disposition: Approved.

4. AUTHORIZATION OF STREET CLOSURE - PORTER ROAD

Recommendation: That the City Council:

1. Approve the request of the Porterville Military Academy to close Porter Road on Wednesday, October 25, 2025, from 5:00 P.M. to 9:00 P.M.; and
2. Direct City staff to locate and remove City-owned traffic safety barriers.

Documentation: M.O. 04-101723

Disposition: Approved.

6. STATUS AND REVIEW OF LOCAL DROUGHT EMERGENCY

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.

Documentation: M.O. 05-101723

Disposition: Approved.

SCHEDULED MATTERS

7. CONSIDERATION OF APPOINTMENT TO THE LIBRARY AND LITERACY COMMISSION

Recommendation: That the City Council consider the appointment of Irene Ortega to the Library and Literacy Commission for a term set to expire October 24, 2024.

City Manager Lollis introduced the item and Deputy City Manager Patrice Hildreth presented the staff report.

COUNCIL ACTION: MOVED by Mayor Flores, SECONDED by Vice Mayor Carrillo, that the City Council approve the appointment of Irene Ortega to the Library and Literacy Commission for a term set to expire October 24, 2024.

AYES: Meister, Beltran, Carrillo, Flores

NOES: None

ABSTAIN: None

ABSENT: Weyhrauch

Documentation: M.O. 06-101723

Disposition: Approved.

8. CONSIDERATION OF APPOINTMENTS TO THE PARKS & LEISURE SERVICES COMMISSION

Recommendation: That the City Council re-appoint Jason Gurrola and Arlene Pena to the Parks & Leisure Services Commission to serve four-year terms to expire in October 2027; and direct staff to continue to advertise the remaining vacancy.

City Manager Lollis introduced the item and Deputy City Manager Patrice Hildreth presented the staff report.

COUNCIL ACTION: MOVED by Mayor Flores, SECONDED by Council Member Beltran, that the City Council approve the re-appointments of Jason Gurrola and Arlene Pena to the Parks and Leisure Services Commission to serve four-year terms to expire in October 2027.

AYES: Meister, Beltran, Carrillo, Flores

NOES: None

ABSTAIN: None

ABSENT: Weyhrauch

Documentation: M.O. 07-101723

Disposition: Approved.

At the request of City Manager Lollis, the Scheduled Matters were taken out of order.

9. CONSIDERATION OF POTENTIAL LOCAL REGULATIONS ADDRESSING
REGULATION OF CAMPING AND THE PROTECTION OF CRITICAL
INFRASTRUCTURE

Recommendation: That the City Council discuss the priorities, the facilities and property that the Council believes needs to be protected, and provide direction to the City Attorney concerning the development of regulations that address camping, the protection of critical public infrastructure and public access to open spaces.

City Manager Lollis introduced the item and City Attorney Julia Lew presented the staff report and provided examples of how other California cities are addressing camping regulations, including Atascadero, Elk Grove, Santa Cruz, and Sacramento.

Members of Council proposed modifying the established minimum distance of 25 feet between homeless encampments and critical infrastructure to a revised range of 250-500 feet, and examining the strategies implemented by other cities to handle similar situations near rivers.

Direction was provided to staff to bring the item back in December with potential modifications or additions to the ordinance, taking into consideration public feedback during a Public Hearing. Additionally, the City Attorney advised that she would investigate best practices employed by other municipalities to address encampments within their jurisdiction.

Documentation: None.

Disposition: Direction given, item will be brought back to a meeting in December, 2023.

Council recessed at 8:48 P.M. and reconvened at 8:58 P.M.

10. MEDIA SPONSORSHIP PROPOSAL FOR 2023 PORTERVILLE VETERANS' HOMECOMING DAY PARADE

Recommendation: That the City Council:

1. Consider media sponsorship of the 2023 Porterville Veterans' Day Parade; and
2. Authorize the expenditure of \$12,500 from the Community Promotions fund.

City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Mayor Martha A. Flores, SECONDED by Council Member Raymond Beltran, that the City Council approve media sponsorship of the 2023 Porterville Veterans Day Parade; and authorize the expenditure of \$12,500 from the Community Promotions Fund.

AYES: Meister, Beltran, Carrillo, Flores
NOES: None
ABSTAIN: None
ABSENT: Weyrhauch

Documentation: M.O. 08-101723

Disposition: Approved.

11. CONSIDERATION OF A RESOLUTION AUTHORIZING THE PORTERVILLE FIRE DEPARTMENT HONOR GUARD TO ATTEND ANNUAL STATE AND NATIONAL FALLEN FIREFIGHTERS' MEMORIALS

Recommendation: That the City Council consider for adoption the draft Resolution authorizing the Porterville Fire Department Honor Guard to attend both state and national fallen firefighter memorials.

City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Mayor Flores, SECONDED by Council Member Beltran, that the City Council approve the draft resolution authorizing the Porterville Fire Department Honor Guard to attend both state and national fallen firefighters memorials.

AYES: Meister, Beltran, Carrillo, Flores
NOES: None
ABSTAIN: None
ABSENT: Weyhrauch

Documentation: Resolution No. 63-2023

Disposition: Approved.

12. STATUS AND REVIEW OF DECLARATION OF LOCAL FLOOD EMERGENCY

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.

City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Vice Mayor Kellie Carrillo, SECONDED by Council Member Raymond Beltran, that the City Council approve the continuation of the Declaration of Local Emergency.

AYES: Meister, Beltran, Carrillo, Flores

NOES: None

ABSTAIN: None

ABSENT: Weyhrauch

Documentation: M.O. 09-101723

Disposition: Approved.

5. APPROVAL OF COMMUNITY CIVIC EVENT - AMERICAN CONSERVATORY - SALUTE TO THE TROOPS CONCERT AT THE MECCA - NOVEMBER 11, 2023

Recommendation: That the City Council approve the Community Civic Event Application from the American Conservatory to hold the "Salute to the Troops Concert at the Mecca" on November 11, 2023, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B and Exhibit C.

City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Council Member Beltran, SECONDED by Mayor Flores, that the City Council approve the Community Civic Event application from the American Conservatory to hold the "Salute to the Troops Concert at the Mecca" on November 11, 2023, and approval of the parking lot closure from 1:00 p.m. to 6:00 a.m. the following morning.

AYES: Beltran, Carrillo, Flores

NOES: Meister

ABSTAIN: None

ABSENT: Weyhrauch

Documentation: M.O. 10-101723

Disposition: Approved.

AB 1234 REPORTS

1. Local Initiatives Navigation Center (LINC) Committee - October 4, 2023

Council Member Beltran provided updates on several items of interest, including attendance, the approval of minutes, the budget, a report on a Navigation Center, a meeting of the LINC Subcommittee, and an update on a winter coat drive.

2. Eastern Tule Groundwater Sustainability Act (ETGSA) Board - October 5, 2023

Public Works Director Michael Knight presented a report on a Public Hearing regarding the Groundwater Extraction Fee and Water Rate Study, as well as the approval of Minutes, the ratification of pending bills, and various administrative updates.

3. Tulare County Water Commission - October 9, 2023

Mayor Flores reported on the approval of Minutes, a Disadvantaged Communities update, and drought updates.

4. Military Banner Ad Hoc Committee - October 10, 2023

Vice Mayor Carrillo reported on the approval of Minutes, a summary of the 2023 Military Banner Program, an update on the location of new banners, and statistics regarding various types of service calls regarding military banners.

5. CALvans Board - October 12, 2023

Vice Mayor Carrillo stated she was unable to attend this meeting.

6. Tulare County Association of Governments Sustainable Corridor Committee - October 12, 2023

Assistant City Manager Jason Ridenour, provided an overview of the various corridors and projects as well as the funding that was remaining for them.

7. Tulare County Association of Governments (TCAG)/Tulare County Transportation Authority (TCTA) Board - October 16, 2023

Mayor Flores stated she would carry this report over to the next meeting.

8. Tulare County Regional Transit Agency (TCRTA) Board - October 16, 2023

City Manager Lollis presented information on the appointment of the Executive Director, which was discussed in Closed Session, where two candidates were interviewed and one was selected. Additionally, he mentioned that the most significant item on the agenda was the extension of Susan Hafner's professional services agreement.

ORAL COMMUNICATIONS

None.

OTHER MATTERS

- Council Member Beltran expressed gratitude to the City staff for their work in hosting the Pioneer Days Event at the Sports Complex. He also encouraged everyone to exercise caution during Halloween and highlighted the upcoming Apple Festival in Springville.
- Council Member Meister gave an update about the veteran near the river. He mentioned that he had attended both the First Friday Coffee and the Southern California Edison Multicultural Event. He also spoke about a tour he had taken at Setton Farms, and congratulated Amanda from Hergesheimer's Donut Factory for receiving Outstanding Business Recognition.
- Vice Mayor Carrillo expressed regret for not attending the previous Council Meeting and acknowledged the valuable updates and statistics provided by the library. She also commended the efforts of the City's staff in its outreach and marketing initiatives, as well as the contributions of previous Council Members in addressing homelessness.
- Mayor Flores declared that the month of October is dedicated to promoting awareness for both Breast Cancer and Domestic Violence. She also mentioned the recent passing of her sister-in-law and her attendance at various events, including the Southern California Edison Multicultural Event, the Tulare Kings Hispanic Chamber of Commerce Ambassador Luncheon, and the Sierra View District Hospital Foundation Rock and Roll Event. Additionally, she mentioned upcoming events such as the Homeless Taskforce Meeting, Central California Family Crisis Center Candle Light Vigil, and Porterville Exchange Club Treasure Trove.
- City Manager Lollis addressed the fall clean up event, the Parks and Leisure Services Halloween Home Decorating Contest, and the upcoming Fall Luncheon. He expressed his gratitude towards Amanda's comments from Hergesheimer's Donut Factory and thanked the City Council for its guidance and support.

CLOSED SESSION

None.

ADJOURNMENT

The City Council adjourned at 10:00 P.M. to the meeting of November 7, 2023, at 5:30 P.M.

Fernando Gabriel-Moraga, Deputy City Clerk

SEAL

Martha A. Flores, Mayor



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Request to Purchase Communication Equipment

SOURCE: Fire

COMMENT: The ability of Porterville Fire Department members to clearly communicate on emergency scenes is paramount to both firefighter and the public's safety. This purchase will allow the Department to equip its three new Firefighters with a portable radio and upgrade several of the older portable radios. This purchase will also provide a battery charger and two rechargeable batteries per portable radio, allowing one battery to be used while the other charges. This allows for uninterrupted use and negates any downtime. It also provides a "Clamshell" for each portable radio, which allows the user to use "AA Batteries" when a radio battery charger is unavailable (out-of-county assignments and extended-duration incidents). Also included in this purchase is an antenna and a handheld external microphone/speaker per portable radio. The handheld microphone/speaker lets the user protect the portable radio in a coat pocket or radio holster, only exposing the handheld microphone/speaker in Immediate Dangerous to Life and Health (IDLH) environments. These portable radios also comply with NFPA 1561 and NFPA 1221 recommendations.

The Department's equipment replacement fund will be used to purchase ten (10) radios and radio equipment, with the following quotes having been received:

1. Cook's Communications: \$26,505.99
2. 49er Communications Quote: \$26,744.40
3. Vincent Communications, Inc.: \$27,735.80

NFPA 1561

6.3 Emergency Traffic.

To enable responders to be notified of an emergency condition or situation when they are assigned to an area designated as immediately dangerous to life and health (IDLH), at least one responder on each crew or company shall be equipped with a portable radio and each responder on the crew or company shall be equipped with either a portable radio or another means of electronic communication.

NFPA 1221

9.3.6 Two-Way Portable Equipment. All Emergency Response Units (ERUs) shall be equipped with a portable radio that is capable of two-way communication with the communications center.

9.3.6.2 Portable radios shall be manufactured for the environment in which

Item No.

they are to be used and shall be of a size and construction that allow their operation with the use of a gloved hand.

9.3.6.10 Spare batteries shall be maintained in quantities that allow continuous operation as determined by the authority having jurisdiction (AHJ).

RECOMMENDATION: That the City Council approve the purchase of ten (10) BKR500-P Series Portable Radios, including necessary accessories such as antennas, batteries, chargers, and external microphones from Cooks Communications for \$26,505.99 plus a ten percent (10%) contingency totaling \$29,156.59; utilizing funds from the Fire Department's equipment replacement account.

ATTACHMENTS:

1. Cook's Communications Quote
2. 49er Communications Quote
3. Vincent Communications, Inc. Quote

Appropriated/Funded:

Review By:

Department Director:
Bryan Cogburn, Fire Chief

Final Approver: John Lollis, City Manager



160 North Broadway
Fresno, CA 93701-1592

Estimate

Customer No.: PORTERVILLEF

Quote No.: 13939

Phone: (559) 233-8818

(559) 268-8506

Quote To: **City of Porterville Fire Dept**

40 W Cleveland Ave
Accounts Payable
Porterville, CA 93257-0000

Ship To: **City of Porterville Fire Dept**

40 W Cleveland Ave
Porterville, CA 93257

Phone: (559) 782-7526

Fax:

Phone: (559) 782-7526

Email:

Date	Ship Via	F.O.B.	Terms	
08/29/23	Customer Pick-Up	Origin	Net 30	
Purchase Order Number	Sales Person			Expiration Date
	David Burchfield			10/31/23
Quantity Required	Item Number	Description	Unit Price	Amount

10 BKR-5000 PORTABLES

10	BKR5000-T3BC-0	BKR500-P Series Portable Radio VHF 136-174 MHz, 5000Ch, 6W, T3, Black, No Ch Stop, No BT	1552.78	15527.80
10	BKR0810GPS-E	BK Antenna GPS,VHF 136-174mhz SMA	55.52	555.20
20	BKR0101	BK Battery Pack Lilon 4900mah Smaart	171.50	3430.00
10	BKR0120	BK Battery, Clamshell Orange Case	102.54	1025.40
10	BKR0300	BK Smart Desktop Charger Single Bay	136.99	1369.90
10	BKR0204	BK Speaker/Mic 3.5mm Audio Jack IP68 Emergency Button	255.50	2555.00

***NASPO Contract Pricing
Number 00318***

Subtotal	24463.30
Sales tax @ 8.35000%	2042.69
Total	26505.99

We appreciate your continued patronage

Thank You



361 Railroad Ave
Nevada City, CA 95959
Phone 530-477-2590
Fax 530-478-9188
E-Mail cs@49er.cc

Quote 72605



Quoted 8/28/2023

Bill To

Porterville Fire Dept
40 W. Cleveland Ave.
Porterville, CA 93257

Ship To

Porterville Fire Dept
Attn: Alexis Ayon
40 W. Cleveland Ave.
Porterville, CA 93257

Quote Expires

10/31/2023

Purchase Order	Ship Via	FOB	Reference	Entered By	Terms
	UPS Ground	Destination		JLC 8/28/2023	Prepaid
Product	Description	Ordered	Price	Amount	
HHBKR5REDKBC	BKR5000 Command, Tier III, Single-band, BKR5000-T3BC-1, BLACK, APCO P25 Digital, GPS, Bluetooth, Top LCD Display, Front Color Display, Full keypad, BK Technologies Portable Radio	10	1,630.00	16,300.00	
ANBKRWPRES10V	Whip Antenna, BKR0810GPS - VHF 136-174 MHz Antenna for Relm BK BKR5000 Portable Radios	10	55.65	556.50	
BABKR5RCRE49	OEM, BKR0101 - 4900 mAh, IP68, Li-Ion Rechargeable Battery for RELM BK Radio BKR5000	20	171.50	3,430.00	
CHBKR5DT9R1BE	Desktop Charger, CHBKR5DT9R1BE - Rapid Rate, Quad-Chemistry, BLACK, CA Energy Certified Equivalent to BKR0300 for RELM BK Radio BKR5000	10	95.95	959.50	
AABKRSPREP3VE	Speaker Microphone, BKR0204 - Heavy Duty, IP68 Submersible, Emergency Button, Programable Toggle switch, 3.5mm Audio Jack for BK Radio BKR5000, BKR9000 Portable Radios	10	255.50	2,555.00	
BABKR5CSREO	AA Battery Clamshell, BKR0120 - Orange, Uses Alkaline AA Batteries for BK BKR5000 Portable Radios	10	102.55	1,025.50	
UPS Ground	UPS Ground Freight & Insurance	1	110.00	110.00	

We appreciate the opportunity to do business with you!

Sub-total **\$24,936.50**

Tax 7.25% **1,807.90**

Total **\$26,744.40**



COMMUNICATIONS, INC.

5773 E. Shields Ave.
Fresno, CA 93727

559-292-7010
559-292-7132 Fax

Quote To: **City of Porterville**
Irene: ianaya@ci.porterville.ca.us
40 W. Cleveland
Porterville, CA 93257
(559) 782-7468

Quote

Customer No.: PORTERVILLE

Quote No.: 52778

Ship To: **City of Porterville**
40 W. Cleveland
Porterville, CA 93257

Date	Ship Via	F.O.B.	Quote Expires	Terms
09/13/23	UPS Ground	Origin	11/13/23	Net 30
Purchase Order Number		Sales Person		Required
		Jim V.		09/13/23
Quantity			Unit Price	Amount
Required	Shipped	B.O.		
		Item Number	Description	

Attn: Alexis Ayon

10	BKR-5000-T3BC-1	BKR5000 Portable VHF Front Display Full Keypad GPS-Bluetooth-Black- w/ Clip	1550.00	15500.00
10	BKR0810GPS-E	VHF 136-174 SMA GPS Antenna for BKR Series	57.00	570.00
20	BKR0101	Smart 4900mAh Li-Ion Battery for BKR Series	190.00	3800.00
10	BKR0300	SURPASS Single Bay Desktop for BKR Series	130.00	1300.00
10	BKR0204	SURPASS Heavy-Duty Speaker Mic - 3.5mm Audio Jack, IP68 Toggle Switch & Emergency BKR5000 & BKR9000 Series	295.00	2950.00
10	BKR0120	BKR Battery Clamshell Orange 12 Cell's	124.00	1240.00

UPS Shipping Fee 30.00

Quote subtotal 25390.00
Sales tax @ 9.25000% 2345.80

Quote total 27735.80

Thank You



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Authorization to Execute an Agreement with Jaxon Enterprises

SOURCE: Public Works

COMMENT: As part of the City's Self-Performed Street Maintenance Program, the City has the opportunity to participate in Cooperative Purchasing Programs on existing asphalt contracts for procurement of maintenance materials. For the Fiscal Year 2023-2024, the City Council authorized staff to utilize an existing agreement between the County of Tulare and Jaxon Enterprises at its meeting on August 1, 2023.

Deer Creek Asphalt, a division of Jaxon Enterprises, has recently requested to enter into an Agreement with the City related to exchanging credit for asphalt grinding material from City street maintenance projects. The proposal would be to purchase grindings from City street maintenance projects at a negotiated price to be used as Recycled Asphalt Pavement (RAP) in the production of asphalt mix. Motivations for RAP materials include economic savings and environmental benefits. Environmental benefits include reduced emissions and fuel usage due to reduced extraction and transportation of fresh new materials, reduced demands on non-renewable resources, and reduced landfill space for disposal of used pavements. Economic benefits include material cost savings from replacing a portion of new aggregates and binders with RAP, as well as reduced costs associated with transporting access materials to a site.

The draft Agreement, attached and referenced in this staff report, acknowledges three stockpiles of material located on City property. One material stockpile at the City Corporation Yard, located at 555 N. Prospect St., is estimated to have approximately 8,000 tons of asphalt concrete grindings. The second stockpile is approximately 7,500 tons of asphalt concrete grindings located at 22086 Ave 160. The third stockpile is also located at 555 N. Prospect St. but would require additional inspection as to the quality of the material. The negotiated purchase price for the identified stockpiles is \$12.00/ton for the total amount of grindings purchased. The total eligible credit amount possible is estimated at \$186,000, with the credited dollar amount to be applied to materials for street maintenance.

For the purposes of this Agreement, staff requests with Council approval that the Public Works Director receive authority to sign, maintain, and amend the draft Agreement with the contracted supplier to maximize credit pricing to further street maintenance material and reduce costs for the self-performed

Item No.

street maintenance budget.

RECOMMENDATION: That the City Council authorize the Public Works Director to negotiate and enter into an Agreement with Jaxon Enterprises for the purchase of asphalt grindings in exchange for purchase credit to be applied towards City self-performed street maintenance materials.

ATTACHMENTS: 1. Draft Agreement to Supply Grindings

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

Agreement to Supply Grindings

This agreement ["Agreement"] is made effective October ____, 2023, by and between the City of Porterville, California ["Porterville"] and Deer Creek Asphalt, a division of Jaxon Enterprises, a California corporation ["DCA"].

Porterville owns property at 555 N. Prospect Street, Porterville ["Prospect"], and at 22086 Avenue 160, Porterville ["Henderson"], each as depicted on Exhibits A and B, respectively.

At Prospect, there are approximately 8,000 tons of asphalt concrete grindings in the area noted as Stockpile B, and at Ave 160 there are approximately 7,500 tons of grindings in the area noted as Stockpile C.

By this Agreement, Porterville agrees to sell to DCA the quantity of grindings required by DCA during the term of the Agreement. DCA shall give Porterville a credit of \$12/ton for each ton of grindings purchased, which credits may be used to purchase any of the materials DCA lists for sale at its facility located at 27671 Avenue 120 [Road 272], Porterville, CA 93257.

Porterville shall load DCA's trucks with a loader and loader operator provided by Porterville at Porterville's sole expense. Prior to placing an order, DCA shall be given access to whichever site [Prospect or Henderson] so that it may inspect the grindings to determine that they are suitable for DCA's needs. If Porterville cannot schedule the delivery on the day(s) requested, it shall advise DCA of the next available date when it will be able to load-out grindings. The determination of whether the grindings are suitable for DCA shall be in DCA's sole and unfettered discretion. Then, at least 24 hours before DCA desires to pick up grindings, it shall notify Joe Baeza, by email [jbaeza@ci.porterville.ca.us] or text [(559) 361-6820], of the day and approximate time when its trucks shall arrive to take delivery. Provided, however, that DCA shall be required to use a minimum of two trucks for any day it intends on receiving delivery of grindings.

Prior to taking delivery of any load of grindings, DCA shall be entitled to inspect the grindings, and may reject same for any reason it deems appropriate in its sole, absolute and unfettered discretion.

Loading may occur as early as 7:00 a.m. and no later than 3:30 p.m., at Prospect, and no earlier than 7:15 a.m. and no later than 3:15, p.m., at Henderson.

DCA is not obligated to purchase any minimum quantity of grindings.

No sales tax shall be charged on the sale of any of the grindings.

Should DCA purchase all the grindings in Stockpile B at Prospect, Porterville will make available a new stockpile at Prospect which DCA may purchase for a credit of \$10/ton.

This Agreement shall terminate on June 30, 2024. Any credit shall expire if not used by June 30, 2025. If by June 20, 2024, the parties agree to extend the Agreement for another fiscal year, Porterville may roll-over any unused credit. Any unused credit shall then lapse if not used within 12 months after the expiration of any extended term.

This Agreement contains the entire agreement between the parties regarding the sale of asphalt concrete grindings and supersedes all previous agreements and understandings between the parties. Any amendment, change or modification of the Agreement shall be effective only if it is in writing and signed by the parties hereto.

City of Porterville

By: _____
Name: _____
Its: _____
Date: _____, 2023

Jaxon Enterprises, dba Deer Creek Asphalt

By: _____
Name: W. Jaxon Baker
Its: President
Date: _____, 2023

EXHIBIT "A"
555 N. Prospect Street, Porterville ["Prospect"]



EXHIBIT "B"
22086 Avenue 160, Porterville ("Henderson")





CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Donation of Non-Serviced Self-Contained Breathing Apparatus to the Porterville College Fire Academy

SOURCE: Fire

COMMENT: A comprehensive needs assessment performed by the Fire Department of self-contained breathing apparatus (SCBA) used during emergency operations, completed in 2020, determined the need for larger air capacity SCBAs with updated emergency features. Since the replacement, the SCBAs taken out of service have been stored at Fire Station 72 (Training Building) and are non-serviced. The Porterville College Fire Academy can use the SCBAs for training purposes during academy classes. This serves the dual purpose of removing unnecessary items from storage and continuing to support the local Fire Academy. Valuation of these items is negligible in its current condition and could not likely even be recycled - only disposed of. Staff recommends that the SCBAs be donated to Porterville College; seventeen (17) SCBAs and twenty-six (26) cylinders are available to be donated to the College.

RECOMMENDATION: That the City Council authorize the donation of the 17 SCBAs and air cylinders to Porterville College.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Bryan Cogburn, Fire Chief

Final Approver: John Lollis, City Manager

Item No.



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Award of Contract - On-Call Right-of-Way and Appraisal Consulting Services

SOURCE: Community Development

COMMENT:

At its meeting on August 15, 2023, the City Council authorized staff to distribute a Request for Qualifications (RFQ) for on-call consulting for right-of-way and appraisal services. The right-of-way services to be rendered would consist of, but not be limited to, the preparation of appraisal and acquisition documents and other related items as necessary to comply with the Uniform Act, and would be utilized on a number of projects identified in the City's Capital Improvement Program that require specialization outside of the scope that the Community Development Department is able to perform with its own staff.

The RFQ was advertised in the Porterville Recorder, and online via the City's website and Public Purchase. The City received a total of twelve (12) responses. At this time, staff is proposing to enter into consultant service agreements with six firms: Hamner, Jewell, & Associates, Interwest Consulting Group, Paragon Partners, The Dore Group, Hopper Company, and Desmond, Marcello & Amster. When a project need arises, staff will solicit proposals for specific task orders from the six firms, rank them appropriately, and execute task orders as needed. This will allow for flexibility and expedited response time for the City's property acquisition and appraisal consulting needs.

The proposed contract has a term of three years, with a one year extension.

RECOMMENDATION:

That the City Council:

1. Authorize staff to negotiate on-call contracts with Hamner, Jewell, & Associates, Interwest Consulting Group, Paragon Partners, The Dore Group, Hopper Company, and Desmond, Marcello & Amster;
2. Authorize the Mayor to sign contract documents;
3. Authorize the Assistant City Manager to sign task orders; and
4. Authorize staff to make payments up to one hundred percent (100%) upon satisfactory completion of tasks.

ATTACHMENTS:

1. City Council Agenda Staff Report - August 15, 2023

Item No.

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Assistant City Manager

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – AUGUST 15, 2023

SUBJECT: Authorization to Distribute Request for Qualifications (RFQ) for On-Call Right-of-Way and Appraisal Consulting Services

SOURCE: Community Development

COMMENT: Pursuant to City Council Resolution No. 13-2018, the City utilizes the selection and contracting procedures detailed in Chapter 10 of the Caltrans Local Assistance Procedures Manual to procure consultant contracts in the event a project involves State or Federal funds. Professional services are contracted through demonstration of competency and qualifications-based standards to ensure compliance with the Brooks Act and Government Code governing professional standards. Since 2019, the City has maintained on-call consulting services contracts with three consulting firms to provide right-of-way and appraisal services. On-call consulting services contracts must be circulated on an on-going basis, not to exceed five years, to provide fair and open competition. Staff is seeking authorization to distribute a Request for Qualifications (RFQ) for said services.

The services to be rendered would consist of, but not be limited to, the preparation of appraisal and acquisition documents and other related items as necessary to comply with the Uniform Act, and would be utilized on a number of projects identified in the City's Capital Improvement Plan that require specialization outside of the scope that the Department is able to perform with its own staff. Although the Community Development Director or designee will review the consultant's work, the selected consultants must have a substantial working knowledge on the Uniform Relocation and Real Property Acquisition Policies Act and State eminent domain law, and possess appropriate appraisal licenses in accordance to the degree, complexity and value of the appraisal required. Lastly, in response to increased regulatory guidance from Caltrans for State and Federally funded transportation projects, consultants must possess the ability to prepare all documents in a manner compliant with Caltrans' Local Agency Procedures and Right-of-Way Manuals.

RECOMMENDATION: That the City Council authorize staff to distribute a Request for Qualifications for on-call right-of-way and appraisal consulting services.

ATTACHMENTS:

1. Draft Request for Qualifications
2. Resolution No. 13-2018

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Assistant City Manager

Final Approver: John Lollis, City Manager



REQUEST FOR QUALIFICATIONS

On-Call Right of Way and Appraisal Services

**PREPARED BY:
DEPARTMENT OF COMMUNITY DEVELOPMENT
AUGUST 2023**

APPROVED BY:

JASON RIDENOUR
Assistant City Manager

I INTRODUCTION AND OBJECTIVES:

The City of Porterville (hereinafter referred to as "CITY") is requesting statements of qualifications (SOQs) to establish a list of competent consultants to provide on-call right of way and appraisal services for multiple Capital Improvement Projects through task orders on an as-needed basis.

II EXAMINATION OF REQUEST FOR QUALIFICATIONS (RFQ) DOCUMENTS:

By submitting a SOQ, each CONSULTANT represents that it has thoroughly examined and become familiar with the work required under this RFQ and that it is capable of performing quality work to achieve the objectives of CITY.

III ADDENDA/CLARIFICATIONS:

Any CITY changes to this Request for Qualifications (RFQ) will be made by written addendum. No verbal modification shall be binding.

IV SOQ REQUIREMENTS:

Submittal: One PDF version must be received by:
4:00 p.m., Friday, September 15, 2023

Addressed to: Community Development Department
City of Porterville
Attention: Jason Ridenour
ecdev@ci.porterville.ca.us

Email Subject: “RFP No. _____ On-Call Right of Way and Appraisal Services”

Late or incomplete Proposals will not be accepted and will be automatically disqualified from further consideration. All Proposals and any accompanying documentation become the property of the City of Porterville and will not be returned.

INQUIRIES:

RFQ's may be inspected and electronically downloaded at no cost, at the Public Purchase website, <https://www.publicpurchase.com>. No copies of said documents will be provided by the City. All addenda and correspondence during the bid process will be handled electronically through the Public Purchase website. Proposals can also be submitted by email in a PDF format to ecdev@ci.porterville.ca.us.

Questions regarding this project are due no later than Wednesday, September 13, 2023.

The City of Porterville is an Equal Opportunity Employer.
The City reserves the right to reject any and all SOQs, which do not meet the requirements of this RFQ and/or any portion of the requirements of this project.

V PRE-CONTRACTUAL EXPENSES:

CITY shall not be liable for any pre-contractual expenses incurred by CONSULTANT in the preparation of proposals. Pre-contractual expenses shall not be included in the cost proposal.

Pre-contractual expenses are defined as expenses incurred by the CONSULTANT in:
1) preparing and reproducing its proposal in response to this RFQ; 2) submitting its proposal to CITY; 3) negotiating with CITY any matter related to this RFQ and CONSULTANT's proposal; 4) other matters prior to the date of award of a Contract.

VI EXCEPTIONS/DEVIATIONS:

Any exceptions to the requirements of this RFQ must be included in the CONSULTANT's SOQ. Such exceptions must be included as a separate element of the statement entitled "Exceptions and Deviations."

VII CONSULTANT REPRESENTATIVE:

The CONSULTANT shall assign a responsible representative, "project manager" and an alternate, both of whom shall be identified in the SOQ. The CONSULTANT's project manager shall remain in responsible charge for the duration of the project. Should the CONSULTANT's project manager be unable to continue with the project, the CONSULTANT's alternate shall become the project manager. No personnel changes will be acceptable without prior approval by CITY. CITY reserves the right to reject any changes in personnel at any time during the course of this project. CITY also reserves the right to terminate the contract if, in the opinion of CITY, substantial changes in project management may jeopardize the successful completion of this project to the satisfaction of CITY.

VIII LOCAL AGENCY REPRESENTATIVE:

Jason Ridenour, Assistant City Manager, shall be the Contract Administrator and contact person for all communications with CITY.

IX INSURANCE REQUIREMENTS:

The CONSULTANT shall maintain and provide current copies to CITY of the following minimum insurance coverage for the duration of this project:

Full liability under Worker's Compensation laws of the State of California

General comprehensive liability (*bodily injury and property damage*)*
Professional liability insurance (*errors and omissions*)*
Automotive liability Insurance*

*All must provide a combined single limit (CSL) of not less than \$1 million per occurrence.

X INDEMNIFICATION:

The CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected and appointed officers, employees agents from and against any and all claims, including attorney's fees and reasonable expenses for litigation or settlement, for any loss, damages, bodily injuries, and loss of property caused by negligent acts, omissions, or willful misconduct by the successful CONSULTANT and its subconsultants arising out of performance of the requirements of the Contract.

XI SUBCONTRACTING:

Only those firms identified in the Contract as subcontractors or subconsultants shall be allowed to perform work for this project. Any amendments to this requirement shall be made in writing by prime CONSULTANT to CITY. CITY has the right to reject any requested amendments at any time during the course of this project.

XII FEDERAL, STATE, AND LOCAL LAWS:

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes. In accordance with federal-aid funded projects, Disadvantaged Business Enterprise (DBE) requirements must be met. The DBE participation goal percentage will be established on a project-by-project basis. In addition, contracts shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31.

XIII SOQ EVALUATION CRITERIA:

Evaluation criteria used to select the CONSULTANT shall include, but not be limited to, the following:

- A. Firm(s) experience with similar projects;
- B. Firm(s) key personnel qualifications/certifications and experience, especially the project manager and individuals performing services;
- C. Firm(s) understanding of the project requirements;
- D. Firm(s) ability to provide the required services in a timely and cost-effective manner to meet the required schedule;
- E. Firm(s) policy in providing Equal Employment Opportunity; and
- F. Firm(s) approach to provide the best product for CITY.

The attached CITY'S Consultant Selection Rating Form shall be used to rate each firm.

XIV CONSULTANT SELECTION AND INTERVIEWS:

CITY selection committee, consisting of the Contract Administrator and at least two additional staff members familiar with the project requirements, will review all SOQs and rank CONSULTANTS according to their demonstrated competence and professional qualifications as assessed by their response to this RFQ and the evaluation criteria contained in the CITY'S Consultant Selection Rating Form. The highest ranked CONSULTANT(s) may be invited for oral interviews with CITY team. Interviews, if deemed necessary by CITY, are tentatively scheduled for October 4 and 5, 2023. Each participating firm will be contacted via telephone for verification of interview date and time. Failure to be available at the time of a scheduled interview shall be considered non-responsive and shall be cause for elimination from any further consideration. CITY reserves the right to begin negotiations and enter into a Contract without interviews or further discussion.

XV COST PROPOSAL:

The cost proposal shall not be submitted until requested by the CITY. Negotiations with the top-ranked candidate(s) may begin immediately. If an agreement cannot be reached within ten (10) working days, CITY may begin negotiations with the next selected candidate(s) and proceed. If necessary, this process will continue until either an agreement is reached or CITY elects to re-advertise for new proposals. CITY reserves the right to reject any and all proposals prior to award of a Contract. All cost proposals not opened shall be returned to their respective firms.

XVI CONTRACTS/AGREEMENTS:

The successful CONSULTANTS shall enter into upcoming Contracts with CITY that are based on the contents of this RFQ, the CONSULTANT's proposal, and CITY Contract. Where two or more CONSULTANTS desire to submit a single proposal (joint venture), only one CONSULTANT shall be listed as prime CONSULTANT. All others shall be listed as subconsultants. The list of chosen on-call CONSULTANTS is expected to be presented at the City Council meeting scheduled for Tuesday, October 17, 2023. Issuance of this RFQ and receipt of proposals does not commit CITY to award a Contract. CITY reserves the right to postpone award of a Contract for its own convenience, accept or reject any or all proposals received in response to this RFQ, negotiate with any CONSULTANT on the chosen on-call list, and cancel any or all portions of this RFQ and resulting Contract. CITY also reserves the right to award individual or groups of projects to different firms at the sole discretion of CITY.

XVII COMPENSATION:

- A. All items of work required for completion of the projects to result from this RFQ shall be paid for following the cost proposal formats of Caltrans' LAPM Chapter 10. Costs for any

and all items not specifically listed, but required to complete the work for projects (including all exceptions and deviations stated included in CONSULTANT's proposal), shall be included as part of the total cost proposed. No additional compensation shall be paid for such items. No additional compensation shall be given for any reproduction costs, except those in excess of the requirements stated in this RFQ. Only a change in scope or any significant task addition or increase shall receive consideration for additional compensation.

- B. If the CONSULTANT feels that any work it has been directed to perform is beyond the scope of the Contract and constitutes extra work, it shall notify CITY in writing within ten (10) days. CITY will review such notice and, if justified, authorize additional compensation to the CONSULTANT on a fair and equitable basis.
- C. Monthly progress payments will be made to the CONSULTANT only upon submittal of invoices to CITY. Said invoice shall indicate the percentage completion of each task, as well as the overall percentage completion of the entire project. In addition, an updated schedule showing tasks and their degree of completion shall be provided.

XVIII OWNERSHIP OF REPORTS AND DOCUMENTS:

Originals of all documents, letters, drawings, design calculations, estimates, specifications, and other documents and data produced under the terms of the Contract shall become the property of CITY. CITY shall retain all rights in copyright. Copies may be made and retained by the CONSULTANT for its records, but shall not be furnished to others without the written consent of CITY for a period of three (3) years from the date of acceptance, by CITY, of all requirements of this project.

XIX STATEMENT OF QUALIFICATIONS (SOQ) FORMAT AND CONTENT:

SOQs shall be brief and include a concise address of the following information:

A. Firm Experience:

- 1. A brief list of similar projects completed in the last five (5) years, indicate the specific relationship if other than principal and each firm's responsibilities. Descriptions of pertinent experience should include a summary of work performed, adherence to schedules, the duration of each project, and the name, title, and phone number of clients that may be contacted for reference.
- 2. Other information that might aid CITY in ascertaining proposing firm's qualifications.

B. Consultant Team:

Name of prime consulting firm, subconsultant(s), names of principals, associates, project manager, and key personnel, their proposed level and areas of responsibility, and their qualifications/certifications in those areas. The CONSULTANT's Project Manager and key personnel will be an important factor considered by CITY.

1. Any changes to personnel assigned to this project shall be made in writing to CITY. CITY reserves the right to reject any proposal with modified personnel.
2. If subconsultants are used, names of subconsultant's key personnel for the project, their professional experience, qualifications/certifications, and training, which are applicable to this project, and the scope of services that will be provided by each subconsultant.
3. The office location from which the CONSULTANT(s) shall operate along with telephone and/or cell number of the project manager.

C. SOQ Format:

1. SOQs shall contain no more than twenty (20) pages, excluding cover sheet, table of contents, index sheets, and resumes. Cover letters will be counted as part of the twenty pages.
2. SOQs should include, but not be limited to, the following:
 - a. Page numbering;
 - b. Table of Contents, if applicable;
 - c. Section dividers with tabs, if applicable;
 - d. Identification of offering firms, including name, address, and telephone number of each firm;
 - e. Prime CONSULTANT organizational chart, which includes subconsultant(s) with names and titles of personnel to be used for this project;
 - f. Acknowledgment of receipt of RFQ addenda, if any;
 - g. Concise, complete response to the technical aspects requested in the "Right of Way Consultant Qualifications and Selection Criteria"; and
 - h. Exceptions to or deviations from the requirements of this RFQ, separating technical exceptions from contractual exceptions. Any alternative approach proposed by the CONSULTANT shall be thoroughly explained and shall meet the objectives of CITY.

RESOLUTION NO. 13-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMATION OF THE USE OF CALTRANS LOCAL ASSISTANCE PROCEDURES
MANUAL (LAPM) CHAPTER 10 FOR CONSULTANT SELECTION ON STATE OR
FEDERALLY FUNDED PROJECTS

WHEREAS, Caltrans has notified the City of Porterville that it must use Caltrans procedures to procure consultant contracts whenever a project involves State or Federal funds; and

WHEREAS, Caltrans has also notified the City of Porterville it can place sanctions against the City and put on hold all future State and Federally funded projects for the City until such time as the City of Porterville affirms through resolution that it will use Caltrans procedures as defined in LAPM Chapter 10 to procure consultant contracts whenever a project involves State or Federal funds;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does affirm and assure that Caltrans procedures to procure consultant contracts for all State and Federally funded projects shall be adhered to.

PASSED AND ADOPTED this 3rd day of April, 2018.



Brian E. Ward, Mayor Pro Tem

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 3rd day of April, 2018.

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Acceptance of Project - Island Annexation 474B Sewer Project

SOURCE: Engineering and Project Management

COMMENT: Todd Companies has completed the Island Annexation Area 474B Sewer Project per plans and specifications. The project consisted of the installation of 6,872 lineal feet (1.30 miles) of 8" and 6" diameter sewer mains, twenty-four (24) sewer manholes, and 107 sewer laterals.

Staff tracks construction costs of all Capital Improvement Projects and reports construction expenditures when the project is accepted by City Council. At its meeting on June 6, 2022, the Council authorized an expenditure of \$2,574,900 for construction, construction management, and quality control and inspection services for the project. The following itemizes the construction related costs into two categories: 1) the construction contract, and 2) a combination of construction management and quality control.

1. Final Construction Cost is \$2,357,457
2. Construction management, quality control and inspection service costs are \$142,490.79

Total project construction costs equate to \$2,499,947.79, which is less than the \$2,574,900 overall budget approved by Council at the time of award. The funding sources for this project include proceeds from the issuance of the 2019 Sewer Revenue Bonds, better known to staff as Certificates of Participation (COP) funds and the Sewer Revolving Fund.

Todd Companies requests that the Council accept the project as complete. Staff has reviewed the work and found it acceptable.

RECOMMENDATION: That the City Council:

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

ATTACHMENTS: 1. Locator Map

Item No.

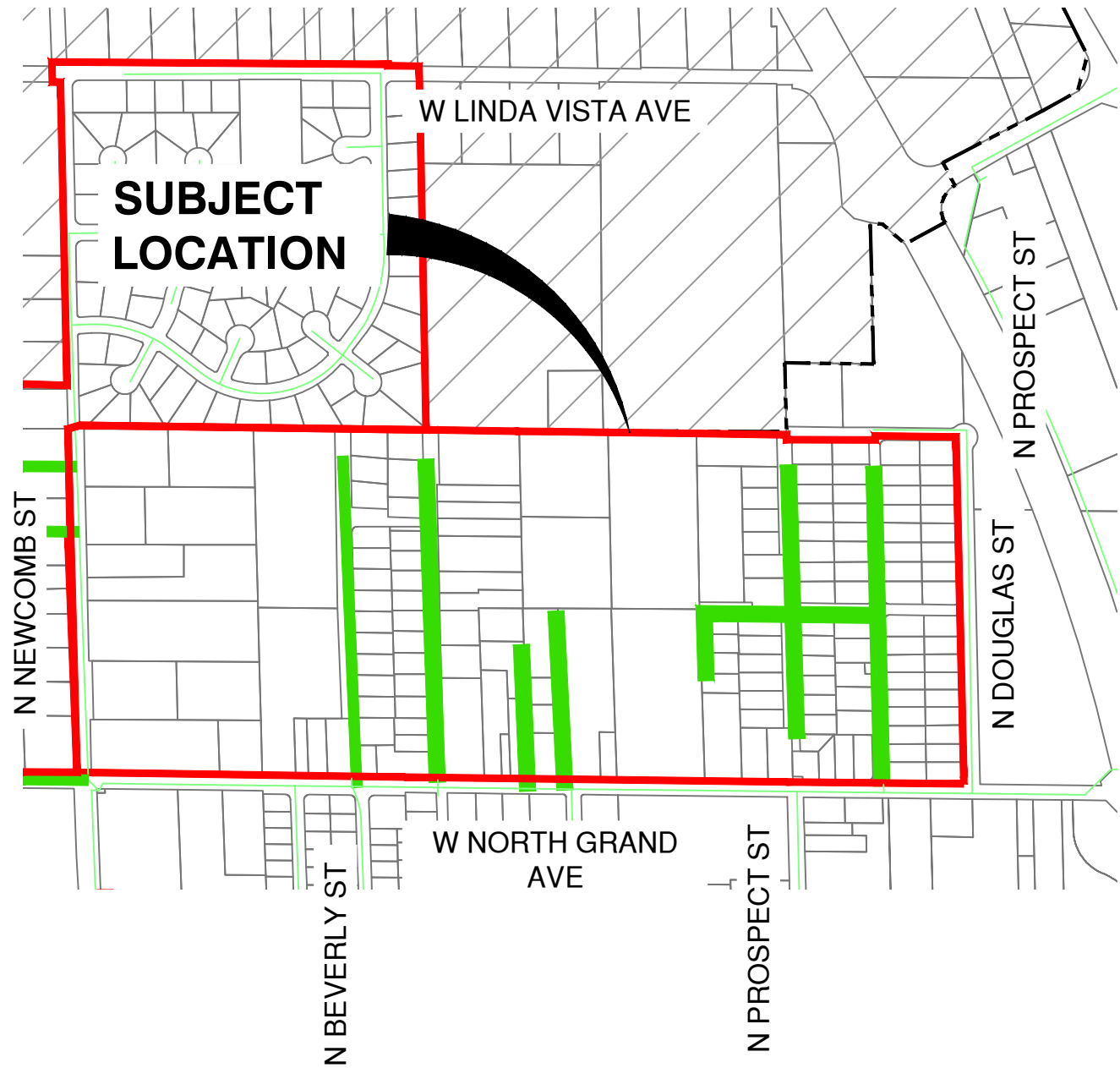
Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



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

**SEWER ANNEXATION
 NUMBER 474B**

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 600'-0"
DATE	10/2/2019

SHEET
 1
 OF
 1



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Authorization to Execute Cooperative Agreement with Tulare County Association of Governments and the Tule River Tribe

SOURCE: Engineering and Project Management

COMMENT: The Tulare County Association of Governments (TCAG) has requested assistance from the City of Porterville in delivering the Tule River Tribe Village Corridor and Two Pedestrian Bridges Project on behalf of the Tule River Tribe. With the grand opening of the new Eagle Mountain Casino, now located in the city of Porterville, and the Sports Complex adjacent to the new Casino, the City anticipates an influx of new visitors and growth in the local economy. An Active Transportation Program (ATP) Plan is in the process of being developed for the Porterville Municipal Airport area, evaluating connectivity between the Airport, Casino, Fairgrounds and the Sports Complex. While this change is occurring in the city, the Tribe also wishes to experience pedestrian improvements on the Tule River Reservation. The project is also timely given the lone historic pedestrian bridge over the Tule River on the Reservation was destroyed during the March 2023 storm and flooding event. In addition to the construction components that the City would assist in, TCAG will be responsible for non-infrastructure components of the project, which includes a comprehensive bicycle and pedestrian safety education program for the youth and adults living on the Reservation and will also provide them with multi-sport adjustable helmets, LED bike lights, and reflective stripe backpacks.

Funding for the project is provided by Metropolitan Planning Organization (MPO) Active Transportation Program (ATP) grant funding with the City being reimbursed by TCAG for all expenses in delivery of the infrastructure portion of the project, including staff time. Any and all expenses not covered by the allotted MPO ATP funds are the responsibility of the Tule River Tribe and they will be invoiced by TCAG for reimbursement.

The Cooperative Agreement for this project provides the framework for the collaboration between the City, TCAG, and the Tribe, defining the terms, conditions, and responsibilities of each party for the design, construction, and implementation of the project with the City serving as the lead agency.

RECOMMENDATION: That the City Council:
1. Approve entering into a Cooperative Agreement with the Tulare County Association of Governments and the Tule River

Item No.

Tribe for the Tule River Tribe Village Corridor and Two Pedestrian Bridges Project;

2. Authorize the City Manager to sign said Agreement upon approval of all parties and respective legal counsel; and
3. Direct the Assistant City Manager to send the signed agreement to TCAG and the Tule River Tribe for Final Execution.

ATTACHMENTS:

1. Draft Cooperative Agreement
2. Tule River Tribe ATP Project Renderings

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

COOPERATIVE AGREEMENT

for

TULE RIVER TRIBE COMPLETE STREETS AND TWO PEDESTRIAN BRIDGES PROJECT, PHASE 1

This Cooperative Agreement ("AGREEMENT") is made and entered into this _____ day of _____, 2023 by and between the **TULARE COUNTY ASSOCIATION OF GOVERNMENTS** (hereinafter referred to as "TCAG"), the **CITY OF PORTERVILLE** (hereinafter referred to as "CITY"), and the **Tule River Tribe** (hereinafter referred to as "TRIBE") for the Tule River Tribe Complete Streets and Two Pedestrian Bridges Project, Phase 1 (herein referred to as "PROJECT"). An individual signatory agency in this AGREEMENT is referred to as "PARTY." Collectively, the signatory agencies in this AGREEMENT are referred to as "PARTIES."

RECITALS

WHEREAS, with the grand opening of the new Eagle Mountain Casino in the City of Porterville and the Sports Complex adjacent to the new casino, CITY anticipates an influx of new visitors and growth in our local economy; and

WHEREAS, CITY and TCAG want TRIBE to experience change and improvements within their land; and

WHEREAS, CITY and TRIBE have fostered a positive and strong relationship that will allow CITY to deliver the infrastructure portion of the PROJECT for TRIBE in an effective and timely manner; and

WHEREAS, CITY is the lead agency for the infrastructure portion of the PROJECT; and

WHEREAS, TCAG is the lead agency for the non-infrastructure portion of the PROJECT and will simultaneously implement and execute the non-infrastructure portion of the PROJECT; and

WHEREAS, TCAG will reimburse CITY for all expenses, including staff time, for the delivery of the infrastructure portion of the PROJECT with Metropolitan Planning Organization (MPO) Active Transportation Program (ATP) grant funding; and

WHEREAS, TRIBE will reimburse TCAG for any and all expenses of both the infrastructure and the non-infrastructure portions of the PROJECT not covered by the allotted MPO ATP funds; and

WHEREAS, TRIBE understands and agrees that all aspects of the project will be delivered in a manner compliant with the MPO ATP grant funding; and

WHEREAS, the PROJECT is located within TRIBE land in Tulare County; and

WHEREAS, this AGREEMENT provides the framework for the collaboration between COUNTY and CITY defining the terms, conditions, and responsibilities of each PARTY for the design and construction of PROJECT; and

WHEREAS, PARTIES are authorized to enter into this AGREEMENT per the California Government Code sections 6500 and 23004, et seq., and the California Streets and Highways Code sections 1685 and 1803; and

NOW, THEREFORE, it is mutually understood and agreed by PARTIES as follows:

ARTICLE 1. DEFINITIONS

- A. **CEQA (California Environmental Quality Act)** is the act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.
- B. **CONSTRUCTION**, as referred to in this AGREEMENT, is the project phase of completing the construction of PROJECT. Work includes, but is not limited to, construction contract administration, construction inspection, materials testing, construction survey, traffic detour, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertisement of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by PARTIES.
- C. **IMPLEMENTING AGENCY**, as referred to in this AGREEMENT, is defined as the PARTY responsible for managing the scope, cost, and schedule of a project phase to ensure completion of said phase.
- D. **NEPA (National Environmental Policy Act)** is the act that requires federal agencies to assess the environmental effects of their proposed actions prior to making decisions.
- E. **NOTICE OF COMPLETION**, as referred to in this AGREEMENT, is defined as CITY acceptance of construction work for the PROJECT.

- F. **PRELIMINARY ENGINEERING**, as referred to in this AGREEMENT, is the project phase consisting of the preparation of plans, specifications, and cost estimates for PROJECT. Work includes, but is not limited to, topographic survey, environmental surveys and document preparation, hydraulics analysis, soils report, traffic index and geometric investigations, civil and structural design, utility engineering, and all other necessary work prior to advertisement of PROJECT for construction bids.
- G. **RIGHT-OF-WAY**, as referred to in this AGREEMENT, is defined as the project phase of acquiring real property interests for PROJECT.

ARTICLE 2. COMPLETE AGREEMENT

- A. This AGREEMENT, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of this AGREEMENT between PARTIES and supersedes all prior representations, understandings, and communications between the PARTIES relating to the subject matter of this AGREEMENT. The invalidity in whole or in part of any term and condition of this AGREEMENT shall not affect the validity of other term(s) and condition(s) of this AGREEMENT. The above referenced Recitals are true and correct and incorporated herein by reference.
- B. CITY's failure to insist on any instance(s) of TCAG'S and/or TRIBE'S performance of any term(s) or condition(s) of this AGREEMENT shall not be construed as a waiver or relinquishment of CITY'S right to such performance or to future performance of such term(s) and condition(s), and TCAG'S and TRIBE'S obligation in respect thereto shall continue in full force and effect. Changes to any portion of this AGREEMENT shall not be binding upon CITY except when specifically confirmed in writing by an authorized representative of CITY by way of a written amendment to this AGREEMENT and issued in accordance with the provisions of this AGREEMENT.
- C. TCAG'S and TRIBE'S failure to insist on any instance(s) of CITY'S performance of any term(s) or condition(s) of this AGREEMENT shall not be construed as a waiver or relinquishment of TCAG'S and TRIBE'S right to such performance or to future performance of such term(s) or condition(s), and CITY'S obligation in respect thereto shall continue in full force and effect. Changes to any portion of this AGREEMENT shall not be binding upon TCAG and/or TRIBE except when specifically confirmed in writing by an authorized representative of TCAG and/or TRIBE by way of a written amendment to this AGREEMENT and issued in accordance with the provisions of this AGREEMENT.

ARTICLE 3. SCOPE OF AGREEMENT

This AGREEMENT specifies the roles and responsibilities of the PARTIES as they pertain to the subjects and projects addressed herein. PARTIES agree to cooperate and coordinate

with the other in all activities covered by this AGREEMENT and any amendments to this AGREEMENT. TCAG and TRIBE authorize the design and construction management of the Project to be delegated to CITY.

ARTICLE 4. RESPONSIBILITIES

A. Environmental Findings and Approvals/Permits

- a. CITY is the CEQA Lead Agency and Caltrans is the NEPA Lead Agency for the PROJECT.
- b. CITY will determine the type of CEQA documentation and NEPA documentation (per the approval of Caltrans) needed and will cause that documentation to be prepared in accordance with CEQA and NEPA Requirements.
- c. CITY will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.
- d. TCAG will review, comment, and concur on all environmental documentation (including, but not limited to, studies, reports, public notices and public meeting materials, determinations, administrative drafts, final environmental documents, and revalidation) at appropriate stages of development prior to approval and public availability.
- e. If CITY makes any changes to the environmental documentation, CITY will allow TCAG to review, comment, and concur on those changes prior to CITY'S (or Caltrans) approval at appropriate stages of development prior to public availability.
- f. If CITY makes any changes to environmental-related public notices (if any), then CITY will allow TCAG to review, comment, and concur on those changes prior to publication and circulation.
- g. CITY will attend all environmental-related public meetings (if any).
- h. CITY is responsible for coordinating, obtaining, implementing, renewing, and/or amending the PROJECT's permits, agreements, and/or approvals whether they are identified in the PROJECT's scope of work or become necessary while completing the PROJECT.

B. Preliminary Engineering

- a. CITY is the PRELIMINARY ENGINEERING IMPLEMENTING AGENCY.

- b. TCAG and TRIBE will make available to CITY all necessary COUNTY and TRIBE regulations, policies, procedures, manuals, standards, plans, and specifications required for the construction of PROJECT when requested by CITY.
- c. CITY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility that conflict with construction of the PROJECT.
- d. CITY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the PARTIES' rights-of-way in accordance with federal and California laws and regulations.
- e. TCAG and TRIBE will delegate authority to CITY to act on behalf of TCAG and TRIBE on all utility relocation related matters.
- f. Any necessary TCAG and TRIBE reviews of project studies, submittals, etc., shall be completed within 14 days of CITY submittal. If a response is not received within this time, TCAG and TRIBE will be deemed to have completed their reviews.

C. Right-of-Way

- a. CITY is the RIGHT-OF-WAY IMPLEMENTING AGENCY.
- b. As RIGHT-OF-WAY IMPLEMENTING AGENCY, CITY is responsible for all RIGHT-OF-WAY work except those activities and responsibilities that are assigned to TCAG and TRIBE.
- c. The selection of personnel performing RIGHT-OF-WAY work will be in accordance with federal and California laws and regulations.
- d. RIGHT-OF-WAY conveyances must be completed within 180 days after filing of the NOTICE OF COMPLETION unless PARTIES mutually agree to other arrangements in writing.

D. Construction

- a. CITY is the CONSTRUCTION IMPLEMENTING AGENCY.
- b. CITY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code, California Labor Code, and Federal guidelines.

- c. CITY will not advertise the construction contract for PROJECT until TCAG and TRIBE accept the final plans, specifications, and estimate packages.
- d. TRIBE will grant to CITY, at no cost to CITY, permission to occupy or use public roads in TRIBE jurisdiction and any temporary RIGHT-OF-WAY that TRIBE owns or has an easement for, that is necessary for the construction of PROJECT.
- e. CITY will implement changes to the construction contract through change orders.
- f. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and TRIBE as additional obligee, and to carry liability insurance in accordance with the PROJECT's specifications.
- g. Upon completion of PROJECT, TRIBE will operate and maintain in good condition and at TRIBE'S expense, all improvements constructed as part of PROJECT within TRIBE'S JURISDICTION.
- h. CITY will file the NOTICE OF COMPLETION upon PROJECT'S written acceptance by TRIBE and approval by CITY Council.

E. Non-Infrastructure Elements

- a. TCAG is the NON-INFRASTRUCTURE IMPLEMENTING AGENCY.
- b. TCAG will implement and execute the non-infrastructure elements of PROJECT that include a comprehensive education of bicycle and pedestrian safety to the youth and adults living on TRIBE land. TCAG will provide 600 multi-sport adjustable helmets, LED bike lights and reflective stripe backpacks for the youth and adults who have completed a rigorous bicycle and pedestrian safety course as submitted on Exhibit 25R of the original grant application.
- c. TRIBE will grant to TCAG, at no cost to TCAG, permission to occupy or use public roads in TRIBE jurisdiction and any temporary RIGHT-OF-WAY that TRIBE owns or has an easement for, that is necessary for the non-infrastructure component of PROJECT.
- d. CITY will implement changes to the construction contract through change orders.
- e. COUNTY will provide updates and documentation to CITY as required file the NOTICE OF COMPLETION upon PROJECT'S written acceptance by TRIBE and approval by CITY Council.

ARTICLE 5. FUNDING

- A. TRIBE hereby acknowledges that all non-participating PROJECT costs (including Preliminary Engineering, Right-of-Way, and Construction and non-infrastructure phases, as well as aesthetic features requested by TRIBE) as well as participating PROJECT costs exceeded the allotted grant funds for the Tule River Tribe Complete Streets and Two Pedestrian Bridges Project (Phase 1), will be reimbursed to TCAG by the TRIBE. TCAG has established a funding amount totaling \$2,981,000 (two million nine hundred eighty-one thousand dollars) for PROJECT. The funding breakdown includes \$168,000 (one hundred sixty-eight thousand dollars) for the PROJECT APPROVAL & ENVIRONMENTAL DOCUMENTS (PA&ED) phase, \$357,000 (three hundred fifty-seven thousand dollars) for the PLANS, SPECIFICATIONS & ESTIMATE (PS&E) phase, \$40,000 (forty thousand dollars) for the NON-INFRASTRUCTURE phase, and \$2,416,000 (two million four hundred sixteen thousand dollars) for the CONSTRUCTION phase of PROJECT. If the initial fund allocations are not sufficient to cover all non-federally participating PROJECT costs (due to cost increases or Caltrans' determination of costs to be non-participating), TRIBE acknowledges that they must cover the differences and make payment to TCAG to cover the funding shortfall.
- B. TCAG shall invoice TRIBE for any cost share of non-federally participating items and /or underfunded items of work.

ARTICLE 6. NO RIGHTS IN THIRD PARTIES

Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties that are not parties to this AGREEMENT or to affect the legal liability of either party to the AGREEMENT by imposing any standard of care with respect to the maintenance of CITY's property different from the standard of care imposed by law.

ARTICLE 7. INDEMNIFICATION

- A. Neither CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by TCAG OR TRIBE under or in connection with any work, authority, or jurisdiction delegated to TCAG or TRIBE under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, TCAG and TRIBE shall fully indemnify and save harmless CITY and its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code section 810.8) occurring by reason of anything done or omitted to be done by TCAG or TRIBE under or in connection with any work, authority, or jurisdiction delegated to TCAG or TRIBE under this AGREEMENT.

- B. Neither TCAG or TRIBE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify and save harmless TCAG and TRIBE and its officers and employees from all claims, suits, or actions of every name, kind and description brought for or on account of injury (as defined by Government Code section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction delegated to CITY under this AGREEMENT.

ARTICLE 8. TERMINATION

This AGREEMENT shall terminate upon filing of the Notice of Completion, payment of final invoice, and transfer of control of improvements to TRIBE, unless the PARTIES agree through an amendment to this AGREEMENT to an extension of time.

ARTICLE 9. SEVERABILITY AND CONSTRUCTION

If any provision of this AGREEMENT is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable. This AGREEMENT shall be construed and enforced as though such illegal, invalid, or unenforceable provision had never comprised a part of this AGREEMENT and the remaining provisions of this AGREEMENT shall remain in full force and effect.

ARTICLE 10. VENUE

This AGREEMENT shall be construed in accordance with the laws of the State of California without consideration of conflict of law principles. PARTIES agree to submit themselves to the JURISDICTION of the court venue in COUNTY in any action relating to this AGREEMENT or the enforcement of interpretation thereof.

IN WITNESS WHEREOF, the undersigned PARTIES have executed this AGREEMENT on the day and year first written above:

CITY OF PORTERVILLE

Date_____

By_____

John D. Lollis – City Manager

ATTEST: Patrice Hildreth
Chief Deputy City Clerk
of the City of Porterville

By _____

Approved as to Form:
City Attorney

By _____

TCAG

Date _____

By _____
Theodore Smalley - Executive Dir.

ATTEST:

By _____
Deputy Clerk

Approved as to Form:
County Counsel

By _____
Deputy

Tule River Tribe

Date _____

By _____

ATTEST:

By _____
Deputy Clerk

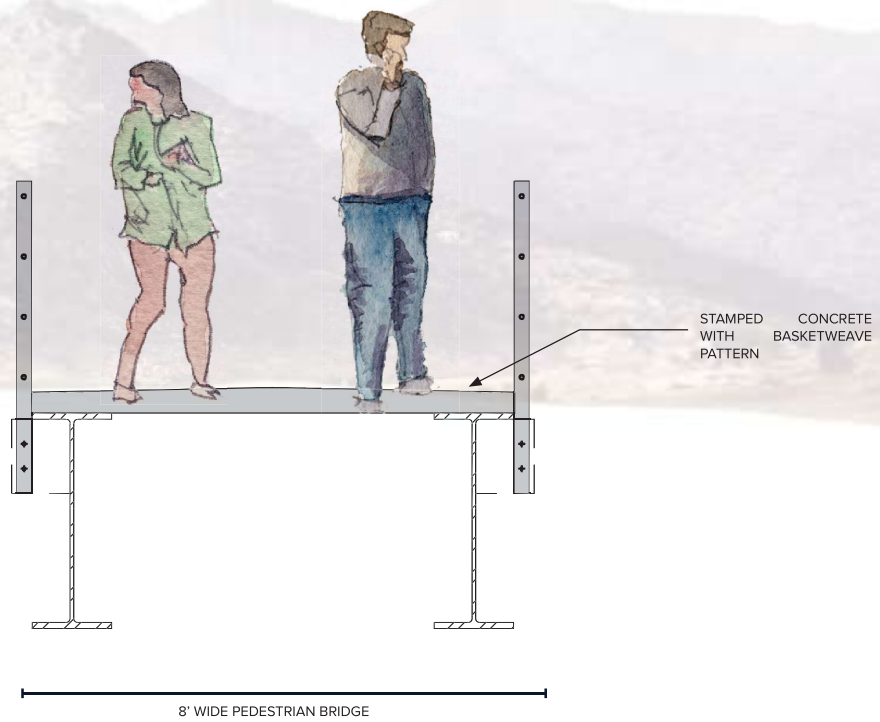
Approved as to Form:
County Counsel

By _____
Deputy

PROPOSED PROJECTS

SECTION D

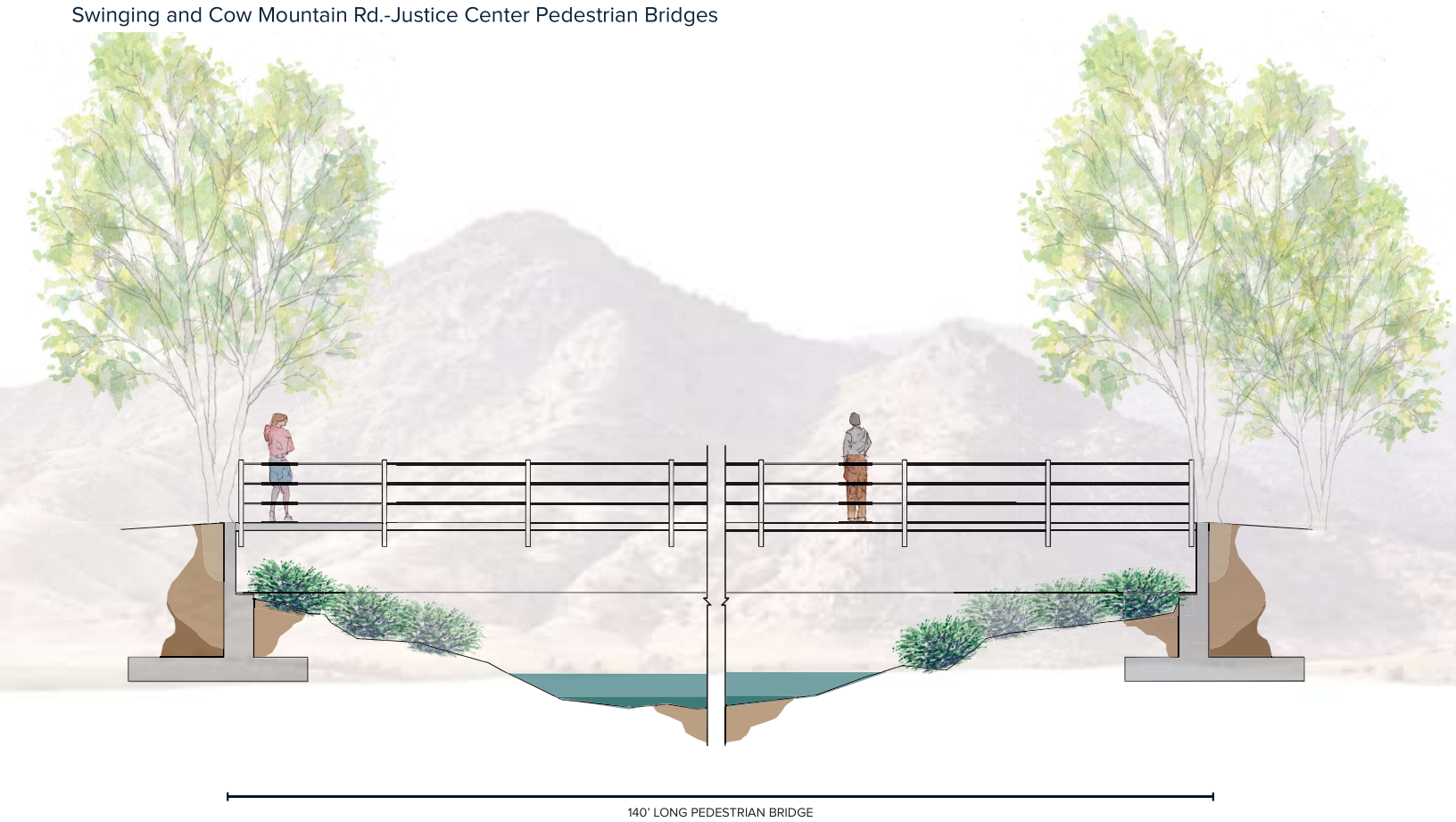
Swinging and Cow Mountain Rd.-Justice Center Pedestrian Bridges



PROPOSED PROJECTS

PEDESTRIAN BRIDGE

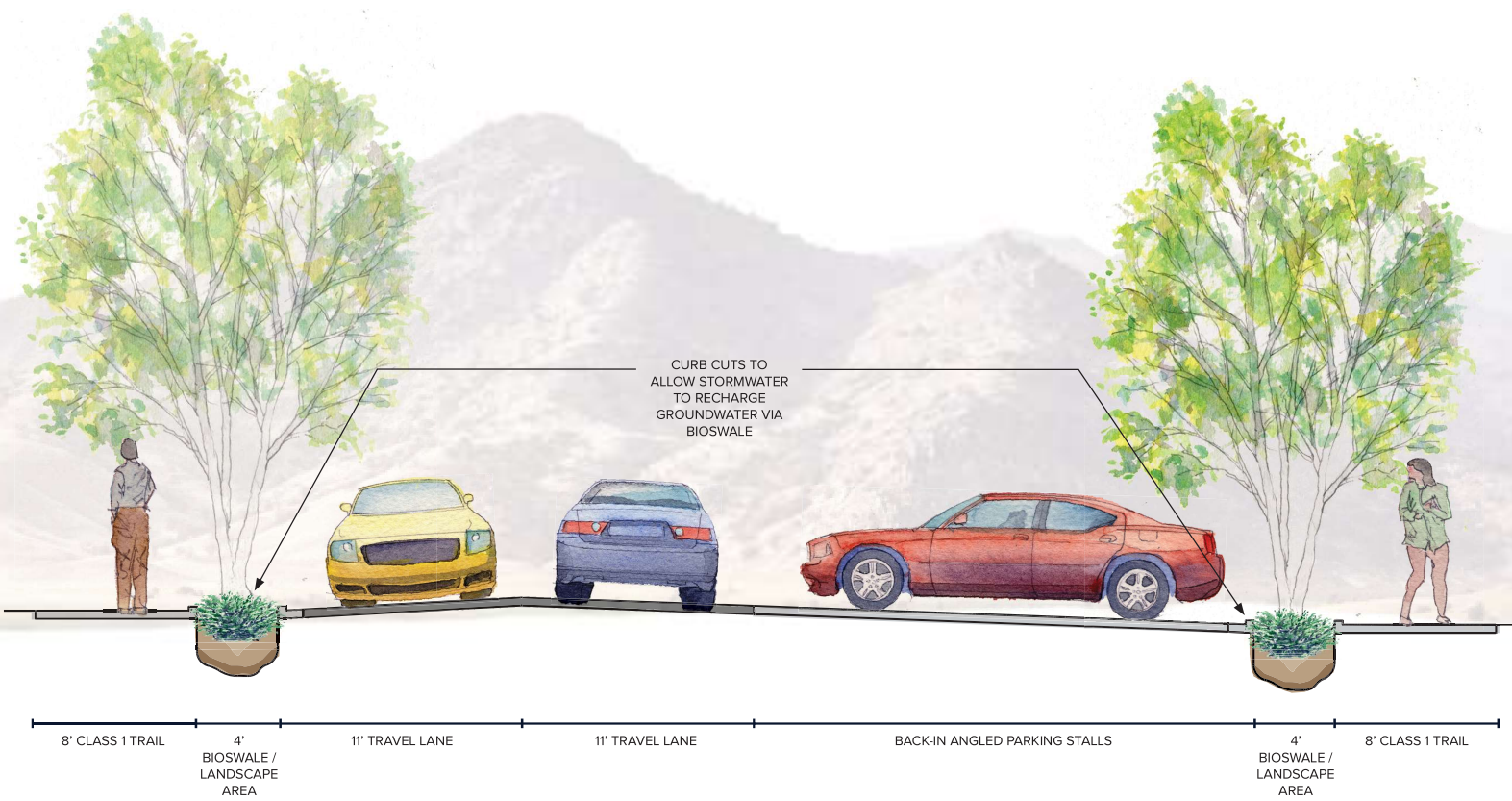
Swinging and Cow Mountain Rd.-Justice Center Pedestrian Bridges



PROPOSED PROJECTS

SECTION E

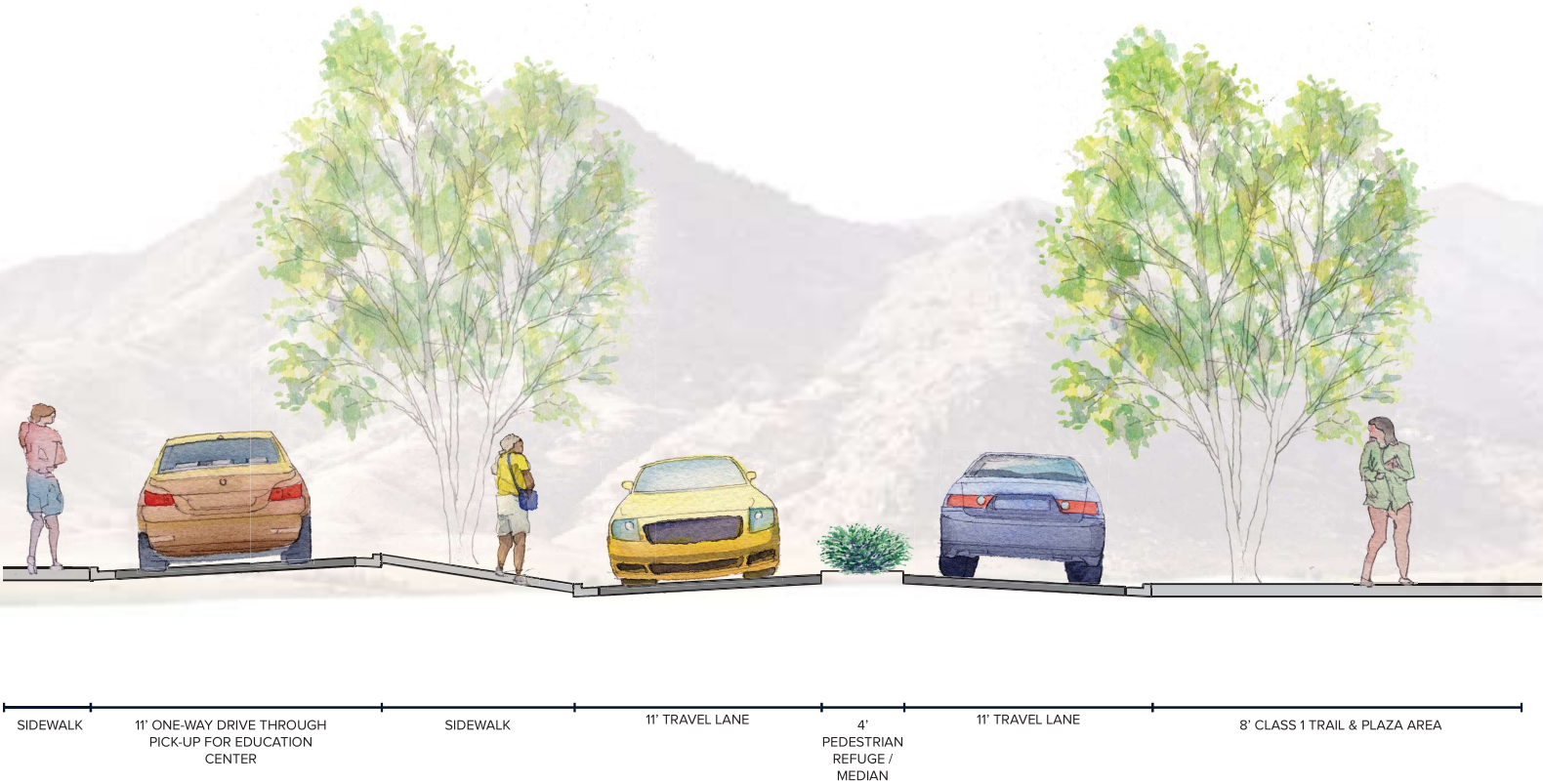
North Reservation Rd. by the Tribal Council Building



PROPOSED PROJECTS

SECTION F

Education Center to Gymnasium



PHASE 1 PROJECTS

SECTION G

Health Center to North Reservation Rd. & Public Works Access Rd.



11' TRAVEL LANE 11' TRAVEL LANE 5' SIDEWALK



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Authorization to Execute Consultant Agreement - Emergency Operations Center & Public Safety Headquarters

SOURCE: Engineering and Project Management

COMMENT: At its meeting on July 18, 2023, the City Council authorized staff to begin negotiations for a scope and services contract with Darden Architects for design services for the Emergency Operations Center (EOC) & Public Safety Headquarters. Staff was unable to reach an agreement with Darden Architects regarding the liability and responsibility portions of the City's standard service agreement. After seeking counsel with the City Attorney, staff began negotiations with COAR Design Group as authorized by Council if staff were unable to negotiate an acceptable contract with Darden Architects.

During negotiations, it was determined by staff that an alternate option for the EOC & Public Safety Headquarters may be available to the City that, if deemed beneficial, would allow for further improvements to Fire Station 71 to accommodate the larger fire apparatuses common in today's market as well as additional staffing. The alternate option includes the structural upgrade and remodel of Centennial Plaza located directly across the street from City Hall for the EOC & Public Safety Headquarters, and then constructing an addition onto Fire Station 71 that would include an office and bedroom for a battalion chief and extension of the existing engine bays. The planned memorial to honor Fire Captain Ramon "Ray" Figueroa and Firefighter Patrick Jones, who both tragically lost their lives during the catastrophic Library fire on February 18, 2020, would be included as part of the addition to Fire Station 71.

In discussing the potential alternate option while negotiating with COAR Design Group, it was determined that a two-step approach to the design of the project would be the most beneficial. The first step is a contract with COAR Design Group to evaluate both location options for the EOC & Public Safety Headquarters to identify the advantages and disadvantages of each location, the preparation of two design layout options for each location, a schematic design concept for each location that includes building modifications, site adjustments and related impacts, development of building structural, mechanical plumbing and electrical system base design documentation for each station, a design narrative describing the feasibility of the design approach for each location, and preliminary cost estimates based on the building systems for each approach. Staff will then utilize the items provided in this first step of the design contract to determine which option would be the most beneficial to the City both in cost

Item No.

and in meeting the overall needs of the City now and in the future. The negotiated price for the first step in this design process is \$197,400. Staff found the negotiated price acceptable. Funding is provided by a Cal OES Grant as approved in the Fiscal Year 2023/24 budget.

Once the concept design is chosen, staff will negotiate an addendum to the contract to complete the balance of the design work for the selected option and will seek Council approval for said addendum.

RECOMMENDATION: That the City Council:

1. Authorize the Engineering & Project Management Director to execute the Consultant Service Agreement for the first step in the design of the Emergency Operations Center & Public Safety Headquarters with COAR Design Group in an amount not to exceed \$197,400; and
2. Authorize progress payments up to one hundred percent (100%) of the contract amount.

ATTACHMENTS:

1. Draft Service Agreement
2. Locator Map - Option 1
3. Locator Map - Option 2

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

SERVICE AGREEMENT

DATE: November 7, 2023

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and COAR Design Group, hereinafter referred to as "CONSULTANT".

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

Project Name: Emergency Operations Center & Public Safety Headquarters Project

Description of Project: In general, the consultant design services as summarized in the Scope of Services as Attachment "A".

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

SECTION 1. CONTRACT SERVICES:

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

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis not to exceed **One Hundred Ninety-Seven Thousand Four Hundred Dollars**, (\$197,400).

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

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all design "work directives" shall be completed in time to meet the various submittal deadlines for the grant. In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies.

SECTION 4. FAMILIARITY WITH PROJECT:

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

SECTION 5. INDEPENDENT CONTRACTOR:

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

- (i) Full liability under worker's compensation laws of the State of California; and
- (ii) Bodily injury and property damage insurance in the amount not less than Two Million Dollars (\$2,000,000) per occurrence; and
- (iii) Errors and Omissions insurance of Two Million Dollars (\$2,000,000) minimum per occurrence, if deductible for Errors and Omissions insurance is Fifty Thousand Dollars (\$50,000) or more, the City may require a Surety Bond for the deductible; and
- (iv) Automotive liability in the amount not less than One Million Dollars (\$1,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents

and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT. ***To the fullest extent permitted by law, CONSULTANT agrees to hold harmless, release and indemnify the CITY against any liability for damages, including but not limited to liabilities for personal injury or death or for loss or damage to property, caused by the negligence of CONSULTANT or any of its employees or agents, or CONSULTANT'S negligent activities related to the terms and conditions of or implementation of this Agreement. "Consultant has no obligation to pay for any of the City's defense related cost prior to a final determination of liability, but will reimburse the City for those costs, and Consultant has no obligation to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant."***

SECTION 6. WORKMANSHIP AND MATERIALS:

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

SECTION 7. ASSIGNMENT OF CONTRACT:

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

SECTION 8. AFFIRMATIVE ACTION.

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

SECTION 9. CONFLICT OF INTEREST CODE:

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

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

SECTION 10. TERMINATION:

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

SECTION 11. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between

the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE:

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

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

CITY OF PORTERVILLE

CONSULTANT

By_____

By_____

Date_____

Date_____



October 19, 2023

Sarah Weaver
Project Manager, Engineering Division
City of Porterville
291 N. Main Street
Porterville, CA 93257

RE: Request for Proposals Professional Architectural and Engineering Design
Services for Porterville Emergency Operations Center

Dear Ms Weaver:

We are pleased to provide this proposal for the design and construction of the EOC Project. This proposal is in response to the RFP as well as our follow up discussions. Please note that this proposal is based on preliminary concept design effort to help the City determine the best course of action on the two available options to located the EOC Building. Once the final option is selected a follow up proposal can be provided to include the balance of the services needed to finish the design and oversee construction of the facility. Our proposal includes the following disciplines: Civil, Structural, Mechanical, Plumbing, Electrical, Cost Estimating services. Landscape Architecture, Geotechnical Engineering and Hazardous Materials survey are not included at this time. The following sections include a more detailed explanation of the scope being provided. If there are scope items that are not included, or that are not necessary, we are pleased to adjust the scope to meet your needs.

The general scope of the project options is as follows: for each station is as follows:

Former Library Site

As described in the RFP, the intent is to provide a new fully functioning EOC and Public Safety Building on the site of the former library. This option will include the required offices as well as EOC space and breakout rooms, as well as connectivity to the traffic control division. The project will also include a memorial to the fallen firefighters from the Library fire.

Centennial Building

This option considers repurposing a City owned facility to be converted into use as the EOC, including all required programming discussed above. The building will need to be upgraded to comply with Essential Service requirements to the greatest extent possible. The existing building was designed as a risk category II structure so the proposed change to an emergency operations center, which is a risk category IV occupancy, will trigger a mandatory retrofit to current code. The concept design will discuss the retrofit implications due to the change of occupancy as well as potential remodel work to create a function EOC. American Society of Civil Engineers (ASCE) 41: Standard for Evaluation and Retrofit of Existing Buildings will be used for the scope of work. The scope of work under this project will include an addition to the existing Fire Station 71 to utilize the former Library site.

We are proposing to offer the following scope of services.

TASK 1: PROJECT INITIATION

1. Meet with EOC Design Committee to discuss examples which the committee has seen on their tour of existing facilities, to review areas which the City feels are examples of both good and poor design elements. Hold a "Brainstorming" sessions with City personnel to discuss features of the new EOC design in order to understand and develop a detailed program for the project.
2. Meet with City Building and Planning Department to review all requirements including design review, access compliance and approval process.
3. Review available as-built documents, preliminary design or programming documents, and any previous studies or reports for the facility.
4. Provide a detailed design schedule indicating required milestone dates.
5. Establish communication channels with all parties involved.

TASK 2: CONCEPT DESIGN REPORT PHASE

1. Field investigation of each of the proposed sites to perform a general assessment of the condition of the building or site and its relationship to other City facilities. Items to be evaluated include:
 - o General assessment architectural conditions, including obvious accessibility deficiencies.
 - o General assessment of site components.

2. Meet with Department staff, City's Emergency Manager, other City personnel and external stakeholders to review program requirements and to confirm the current and future needs of the building occupants. Prepare a program for spaces document for each room, their functional needs, and other related uses. Identify operating efficiencies that can be achieved including reorganization of operations and spaces to meet industry standards.
3. Evaluate current and future needs based on meeting essential standards for public safety facilities.
4. Determine conformance to NFPA, ADA and other codes as they apply.
5. Evaluate site suitability for parking, traffic flow, lighting, egress/ingress and needed and desirable site improvements.
6. Identify current deficiencies, evaluate upgrades, and identify potential future department needs.
7. Evaluate both alternatives, identifying advantages and disadvantages of each.
8. Prepare at least two (2) design options for each location.
9. Develop a schematic design concept for each location to include building modifications, site adjustments and related impacts.
10. Develop building structural, mechanical, plumbing and electrical system Basis of Design documentation for each station.
11. Prepare a design narrative describing the feasibility of the design approach. Develop preliminary needs assessment report to include existing conditions overview analysis, basic program requirements and recommendations for each option.
12. Make required submissions to Client for preliminary report review and comments.
13. Develop preliminary Cost Estimates based upon building systems. The estimates prepared at this phase will be generally square foot cost estimates for the various building components, and will include a design development contingency (to allow for potential increases as the design is refined further in the later stages of the project).

14. Prepare detailed cost estimate benchmarking, include recommendations on soft costs for each option.
15. Make required modifications to Concept Design to obtain Concept Design approval.
16. Make presentation to City Council as needed to present report and recommendations.
17. After obtaining approval of Concept Design we will provide a cost proposal to complete the balance of the design work for the selected option.
18. For the Concept Design Phase, we have included three in person and three virtual coordination meetings with selected staff and stakeholders.

ASSUMPTIONS & ADDITIONAL SERVICES

The following items are not included in the Basic Services and will be provided as additional services only after written authorization is received. Unless a subsequent fixed fee proposal is provided, the work will be done on an hourly basis.

Additional Services not included in our basic scope of work include:

1. As-built measurements to create accurate as-built drawings.
2. Specific assessments of electrical, mechanical or plumbing systems and conditions for the existing building.
3. Topographic Survey of the sites for exterior civil and landscape issues including storm drainage, potential modifications to traffic patterns and review of all hardscape components.
4. Survey of the sites for asbestos, lead, electrical PCB's, and mercury.
5. Landscape Architectural design services.
6. Attendance of any public hearings and/or additional meetings other than noted.
7. Services required because of significant changes in the project (not due to the design team's acts or omissions) including, but not limited to, size, quality, complexity, schedule, or the method for bidding and contracting for construction.
8. Schematic Design, Design Development, Construction Documents, Bidding or Construction Administration Services.
9. Providing services in conjunction with arbitration proceedings or legal proceedings, except where the Architect is a party to such proceedings.
10. Hydraulic Pump Design for fire protection systems.

11. Transportation/Traffic Engineering.
12. Commissioning or Enhanced Commissioning services.
13. FF&E coordination, selection, or procurement.
14. Preparation of Boundary Surveys, ALTA Surveys, Title Reports, Deeds, Plats or Easement documents, construction staking or other documents in conjunction with the project site or Right-Of-Way.
15. Preparation of documentation to process the project through the US Green Building Council as a LEED project.
16. Plan check and permit fees (if paid by the consultant) will be a reimbursable expense, charged at 1.1 times the Consultant's cost.
17. All delivery, printing and reproduction costs will be a reimbursable expense, charged at 1.1 times the Consultant's cost

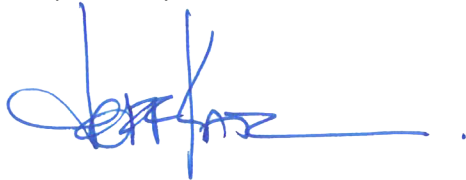
We propose to provide the stated basic services for a fixed fee of One Hundred Ninety Seven Thousand Four Hundred Dollars (\$197,400.00). Invoices will be submitted monthly for the work completed during the month, on any particular phase in accordance with City Guidelines.

The proposed breakdown for the Basic Services charges will be as follows.

Task 1: Project Initiation	\$ 25,000.00
Task 2: Concept Design Phase	\$167,400.00
<u>Reimbursable Expenses</u>	<u>\$ 5,000.00</u>
TOTAL BASE SCOPE	\$197,400.00

We appreciate the opportunity to present this proposal. We are available to meet with you at any time to review and discuss the proposed scope of services and fee proposal. We are excited about the opportunity to work with you on this project. If you have any questions regarding this scope of work please do not hesitate to contact me at (619) 504-0984.

Respectfully,



Jeff Katz, AIA
Principal

EXHIBIT A HOURLY RATE SCHEDULE

The following rates apply to work performed on an hourly basis:

COAR DESIGN GROUP - Prime Architect

Principal Architect	\$260.00/hr.
Senior Project Manager	\$225.00/hr.
Project Architect/Manager	\$195.00/hr.
Design Manager	\$195.00/hr.
Job Captain.....	\$155.00/hr.
Specification Writer.....	\$195.00/hr.
Construction Administrator	\$190.00/hr.
Drafter.....	\$130.00/hr.
Administrative	\$ 95.00/hr.

MCPARLANE ENGINEERING – Mechanical/Plumbing Engineer

Principal.....	\$225.00/hr.
Project Manager/Engineer	\$150.00/hr.
Drafter.....	\$90.00/hr.
Administrative	\$75.00/hr.

ELEN CONSULTING - Electrical Engineer (Hourly Multiplier 2.8)

Principal.....	\$205.00/hr.
Project Engineer	\$150.00/hr.
Drafter.....	\$85.00/hr.
Administrative	\$60.00/hr.

ZFA - Structural Engineer

Principal.....	\$210.00/hr.
Project Manager	\$165.00/hr.
Senior Drafter	\$115.00/hr.
Administration.....	\$95.00/hr.

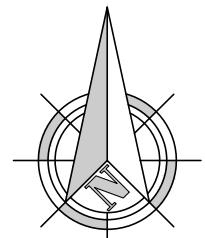
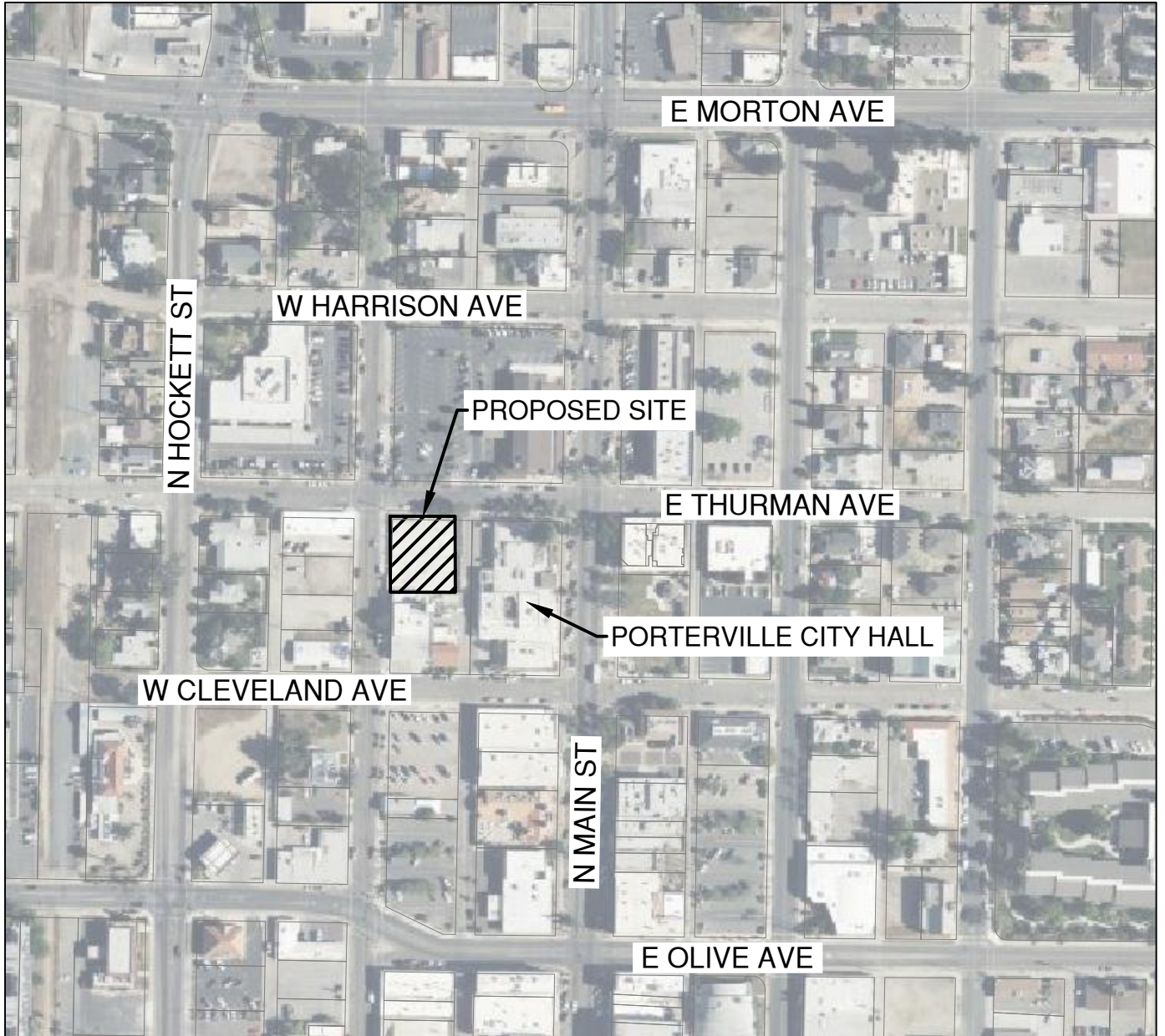
DELANE - Civil Engineer

Principal.....	\$225.00/hr.
Project Manager	\$215.00/hr.
Project Engineer	\$185.00/hr.
Drafter.....	\$115.00/hr.
Administration.....	\$95.00/hr.

GRIFFIN STRUCTURES - Cost Estimator

Principal.....	\$175.00/hr.
Senior Cost Estimator	\$150.00/hr.
Junior Cost Estimator.....	\$120.00/hr.
Administration.....	\$90.00/hr.

COAR assumes responsibility for all work performed by sub-consultants on the project and factors in required time to coordinate the sub-consultants work. However, JKA does not markup sub-consultant work, which will be billed at the direct rate provided by the consultant.



0' 125' 250'

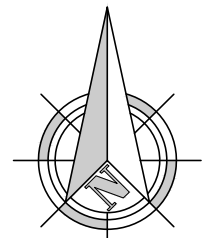
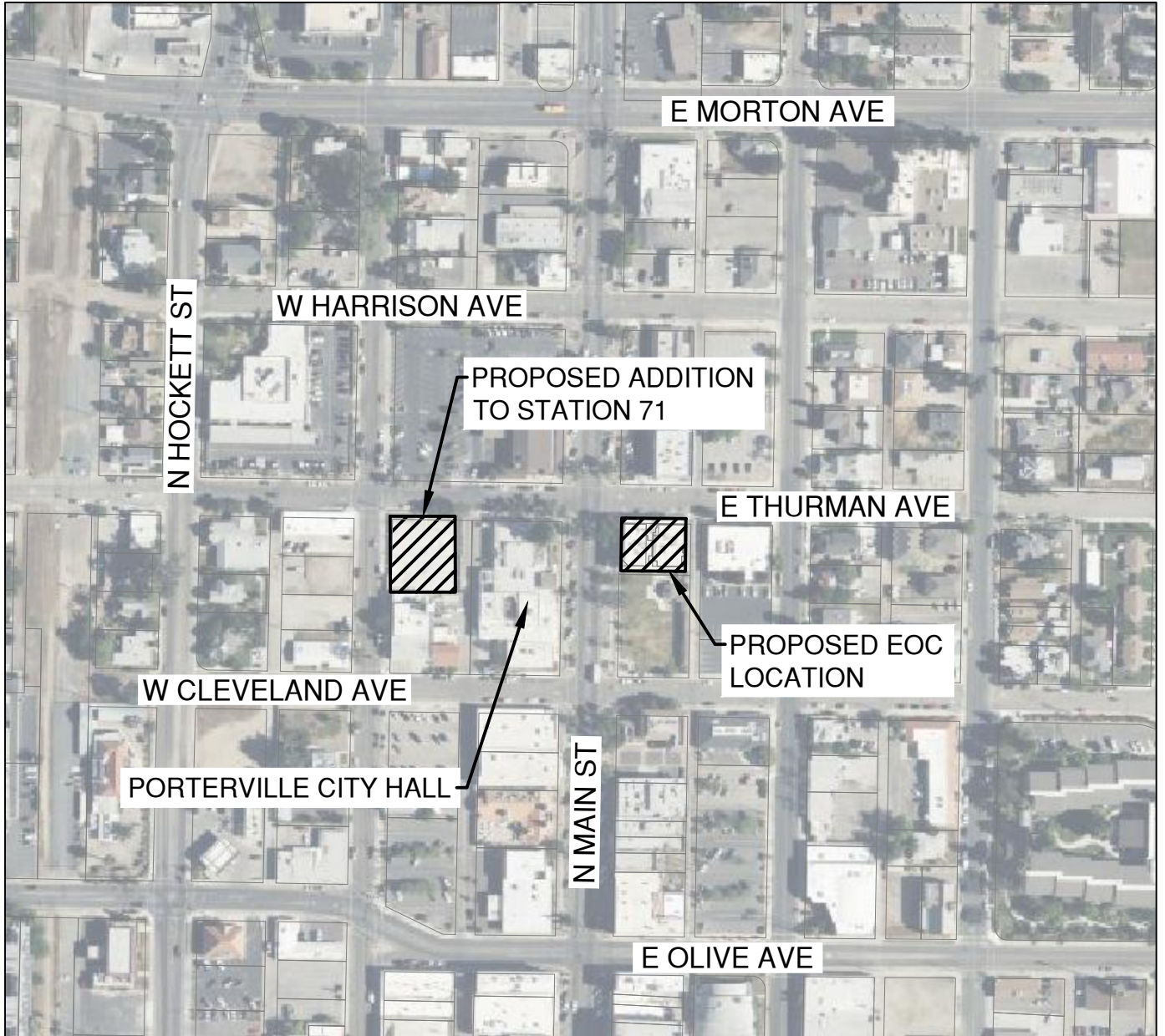
SCALE: 1" = 250'

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

PROPOSED EOC PROJECT
Option 1

DRAWN BY	GG
CHECKED BY	SW
SCALE	1" = 250'
DATE	5/10/2023

SHEET
1
OF
1



0' 125' 250'

SCALE: 1" = 250'

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

PROPOSED EOC PROJECT

DRAWN BY	GG
CHECKED BY	SW
SCALE	1" = 250'
DATE	11/1/2023

SHEET
1
OF
1



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Fleet Management Software Renewal

SOURCE: Public Works

COMMENT: The City's Public Works Department Equipment Maintenance Shop operates Fleet Management Software provided by a proprietary vendor, Ron Turley Associates. The existing one-year contract expires on November 30, 2023. City staff has been testing the paperless shop version of the software and is interested in extending it for further evaluation. The cost for the one-year contract renewal with Ron Turley Associates is \$12,512, and the renewal will allow staff sufficient time to analyze the paperless shop operation and compare it with alternative vendors. The service contract includes cloud hosting services, unlimited technical support, a mobile application, a new web-based application, and provides training for staff performing data entry.

The funding for the service contract renewal and extension will be funded from the Equipment Maintenance operating budget.

RECOMMENDATION: That the City Council:

1. Approve the software contract with Ron Turley Associates for one year in the amount of \$12,512.00; and
2. Authorize payment for these services from the Equipment Maintenance Shop Operating Budget.

ATTACHMENTS: 1. Ron Turley Associates Inc Invoice

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

Item No.

Ron Turley Associates Inc - Invoice #66035

FROM

Ron Turley Associates Inc
RTA Fleet Management Software
17437 N 71st Drive Ste 110
Glendale, AZ 85308
(623) 581-2447

INVOICE SUMMARY

Invoice Number 66035

Date 11/01/2023

Terms Net 30

Due Date 12/01/2023

Amount Due (USD) \$ 12,512.00

BILL TO

City of Porterville
Attn: Accounts Payable
291 North Main Street
Porterville, CA 93258
USA

SHIP TO

City of Porterville
Attn: Accounts Payable
291 North Main Street
Porterville, CA 93258
USA

DESCRIPTION

AMOUNT

Your Annual SaaS Renewal fee for the term starting 12/01/2023 and ending 11/30/2024. 16,830.00

SaaS Renewal Customer Transition Discount -4,318.00

Amount Due (USD) \$ 12,512.00

ACH/Wire Instructions:

MidFirst Bank

3030 E Camelback Rd, Phoenix, AZ 85016

Routing #122187445 / Account # 2063003600

Payment via Check:

17437 N 71st Drive Ste 110, Glendale, AZ 85308



INVOICE SUMMARY

Invoice Number 66035

Terms Net 30

Due Date 12/01/2023

Amount Due (USD) \$ 12,512.00

City of Porterville
Attn: Accounts Payable
291 North Main Street
Porterville, CA 93258
USA



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Request for Approval to Renew Vast Networks Internet Services

SOURCE: Finance

COMMENT: The Finance Department-Information Technology Division requests approval to renew the Vast Networks fiber internet services to the City's data center. The City currently utilizes two Vast Networks fiber internet connections for primary and backup internet connections. The two Vast connections traverse divergent paths, and each connection has a symmetric bandwidth of 500Mbps. Vast Networks also provides 24-hour network support and a network availability uptime of 99.99%.

Staff has requested and received several proposals. Below is a summary of the services and cost proposals and a comparison with the current provider:

Vendor (Provider)	Term	Bandwidth	Primary Circuit (Monthly)	Secondary Circuit (Monthly)	Non- Reoccurring Charge	Total (Annual)
Vast Networks	36 months	500 Mbps (each circuit)	\$600.00	\$600.00	\$0.00	\$14,400.00
Zoom Loop Telecom (AT&T)	36 months	500 Mbps (each circuit)	\$950.00	\$950.00	\$500.00	\$23,300.00
Zoom Loop Telecom (Spectrum)	36 months	500 Mbps (each circuit)	\$1,099.00	\$1,099.00	\$500.00	\$26,876.00

Staff recommends the renewal of Vast Networks fiber internet services at a cost of \$1,200 monthly, which is annualized to \$14,400. There are no additional non-reoccurring charges for the service, and this will prevent downtime and charges from overlapping internet services. The annual cost of the service will be covered in the Finance Department's operating budget from the General Fund.

RECOMMENDATION: That the City Council approve the purchase of Vast Networks

Item No.

fiber internet services at a cost of \$14,400 annually for three years.

ATTACHMENTS:

1. Vast Networks Proposal
2. Zoomloop Telecom, LLC. (AT&T) Proposal
3. Zoomloop Telecom, LLC. (Spectrum) Proposal

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager



Service Order

Contract #:	2357
Date:	10/23/2023
Customer ID:	202209-1357
Salesperson:	Adam Hughes

CVIN / Vast Networks
7447 N. Palm Bluffs #105
Fresno, Ca 93711
Office: (559) 554-9100
Fax: (559) 442-6047

Approver Information

Name: Robert Campos
Email: rcampos@ci.porterville.ca.us

Company Fax Number

Customer Billing Information

Company: City of Porterville
Address: 291 N Main St
City/St/Zip: Porterville CA 93257
Phone: 559-782-7499

On-Site/IT Contact Information

Company: City of Porterville
Name: Robert Campos
Phone: 559-782-7432
Email: rcampos@ci.porterville.ca.us

Accounting Contact Information

Company: City of Porterville
Name: Irene Anaya
Phone: 559-782-7456
Email: ianaya@ci.porterville.ca.us

Qty	Item #	Installation Address	Description	Non-Recurring Charge	Monthly Recurring Charge
1	500Mbps	40 W Cleveland Ave, Porterville CA 93257	500Mbps Dedicated Internet Circuit	\$ 0.00	\$ 600.00
1	500Mbps	350 N D St, Porterville CA 93257	500Mbps Dedicated Internet Circuit	\$ 0.00	\$ 600.00
			Total Non-Recurring Charge		\$ 0.00
			Total Monthly Recurring Charge		\$ 1,200.00

Notes: Renewal of Services

Term in Months: 36

Customer Initials acknowledging Term

This service order is entered into by CVIN, LLC. dba Vast Networks ("Vast") and City of Porterville ("Customer"). It is effective upon execution by both Parties ("Effective Date"). The services described herein are governed by CVIN's Master Agreement executed by CVIN's Customer.

The following pricing is good for 30 days from the date above. If term discount pricing is selected early disconnect penalties will apply. This quote does not reflect billable government taxes, surcharges are subject to change by Governmental Authority

Customer and the individual below represent that named individual has the authority to bind Customer to this Contract.

CVIN, LLC. dba Vast Networks

CUSTOMER: City of Porterville

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Proposal

City of Porterville
c/o Robert Campos
40 W CLEVELAND AVE
PORTERVILLE, CA 93257-3649

TO ORDER PLEASE CONTACT:
Zoom Loop Telecom LLC Office
Phone - (559) 825-0987
Email - sales@zoomloop.net

Thank you for choosing Zoom Loop Telecom LLC to assist you in finding a solution to your telecommunications needs. The quotes we are providing you today are from service providers we feel are best suited to address the specific needs of your business according to your technical requirements and budget.

Install Location: 40 W CLEVELAND AVE , PORTERVILLE, CA 93257-3649

Install NPA/NXX: 559-782

Dedicated Internet Access

	Service Description	Bandwidth down up	Router / Modem	Term	Install / Monthly
1	AT&T FIA (Fiber Internet)	500M x 500M	No	3 Year	\$250.00 \$950.00

** Details of this circuit can be found at the end of this quote

Install Location: 350 N D ST , PORTERVILLE, CA 93257-3651

Install NPA/NXX: 559-782

Dedicated Internet Access

	Service Description	Bandwidth down up	Router / Modem	Term	Install / Monthly
2	AT&T FIA (Fiber Internet)	500M x 500M	No	3 Year	\$250.00 \$950.00

** Details of this circuit can be found at the end of this quote

Please review this quote and ask any questions you have. My job is to see that you make the most informed decision possible on this, and hopefully future telecom purchasing decisions you make. By working with me you receive the following benefits.

1. **Objectivity** - As a broker of services I am not biased toward a particular service provider. I have access to over 30 carriers, which means I can find the service that fits you best, every time.
2. **Guidance** - Although you may only sign a telecommunications contract every few years, I help companies sign contracts every day. Using proprietary pricing software that is updated in real-time, I have access to technology that allows me to guide you through the process of quoting, selecting an appropriate provider, provisioning and any customer service issues you may have.
3. **Leverage** - By putting a significant volume of traffic through our providers, my firm has access to special pricing discounts that you just can't get direct, or with another broker. In fact, we were the top sales partner with many of our carriers – which ultimately benefits you if you do business with me.
4. **Low Price Guarantee** - You won't find a better deal going directly to our vendors or by going to another broker who sells these same vendors. How can we offer such a guarantee? See Bullet 3.

I appreciate your interest in my services and I look forward to providing you the best service, reliability and value in the telecommunications market place.

THIS DOCUMENT WAS CREATED USING OUR PATENTED GEOQUOTE TECHNOLOGY. THE INFORMATION IT GENERATED, FOUND ON THIS PAGE, IS FOR THE SOLE USE OF THE INTENDED RECIPIENT(S) AND CONTAINS CONFIDENTIAL AND PRIVILEGED INFORMATION. ANY UNAUTHORIZED REVIEW, USE, DISCLOSURE OR DISTRIBUTION, ESPECIALLY AS IT RELATES TO MAKING DIRECT CONTACT WITH THESE VENDORS, CONSTITUTES A VIOLATION OF OUR INTELLECTUAL PROPERTY.

Expiration Date: This proposal was generated Tuesday, October 17, 2023



Proposal

City of Porterville
c/o Robert Campos
40 W CLEVELAND AVE
PORTERVILLE, CA 93257-3649

TO ORDER PLEASE CONTACT:
Zoom Loop Telecom LLC Office
Phone - (559) 825-0987
Email - sales@zoomloop.net

Thank you for choosing Zoom Loop Telecom LLC to assist you in finding a solution to your telecommunications needs. The quotes we are providing you today are from service providers we feel are best suited to address the specific needs of your business according to your technical requirements and budget.

Install Location: 40 W CLEVELAND AVE , PORTERVILLE, CA 93257-3649 **Install NPA/NXX: 559-782**

Dedicated Internet Access

	Service Description	Bandwidth down up	Router / Modem	Term	Install / Monthly
1	Spectrum Business (Fiber)	500M x 500M	No	3 Year	\$250.00 \$1,099.00

** Details of this circuit can be found at the end of this quote

Install Location: 350 N D ST , PORTERVILLE, CA 93257-3651 **Install NPA/NXX: 559-782**

Dedicated Internet Access

	Service Description	Bandwidth down up	Router / Modem	Term	Install / Monthly
2	Spectrum Business (Fiber)	500M x 500M	No	3 Year	\$250.00 \$1,099.00

** Details of this circuit can be found at the end of this quote

Please review this quote and ask any questions you have. My job is to see that you make the most informed decision possible on this, and hopefully future telecom purchasing decisions you make. By working with me you receive the following benefits.

- Objectivity** - As a broker of services I am not biased toward a particular service provider. I have access to over 30 carriers, which means I can find the service that fits you best, every time.
- Guidance** - Although you may only sign a telecommunications contract every few years, I help companies sign contracts every day. Using proprietary pricing software that is updated in real-time, I have access to technology that allows me to guide you through the process of quoting, selecting an appropriate provider, provisioning and any customer service issues you may have.
- Leverage** - By putting a significant volume of traffic through our providers, my firm has access to special pricing discounts that you just can't get direct, or with another broker. In fact, we were the top sales partner with many of our carriers – which ultimately benefits you if you do business with me.
- Low Price Guarantee** - You won't find a better deal going directly to our vendors or by going to another broker who sells these same vendors. How can we offer such a guarantee? See Bullet 3.

I appreciate your interest in my services and I look forward to providing you the best service, reliability and value in the telecommunications market place.

Expiration Date: This proposal was generated Tuesday, October 17, 2023

Details of the Services in Your Quote:

1	
Quote	2874954
Quote Line	128
Disclaimer	Disclaimer The discretionary pricing is for On-Net, Autobuild, Quick Build, and Renewal service locations.
Double Check Serviceability	Check location in Spectrum's portal (sometimes there are informative notes on serviceability requirements)
IPs	Notes 1. Basic Cisco Router Included 2. Initial 1 IP (/30) or 5 IP (/29) included 3. Next generation Spectrum Router/Firewall options using Cisco and Fortinet now available 4. Next generation Spectrum Managed LAN Services including Switches, WIFI and Cameras now available Contact your Spectrum Regional Manager for additional information
Quarterly Promos	PROMOS 1. 3 Months Spectrum Managed Services for FREE **Subject to change Contact your Spectrum Regional Manager for details.

2	
Quote	2874957
Quote Line	165
Disclaimer	Disclaimer The discretionary pricing is for On-Net, Autobuild, Quick Build, and Renewal service locations.
Double Check Serviceability	Check location in Spectrum's portal (sometimes there are informative notes on serviceability requirements)
IPs	Notes 1. Basic Cisco Router Included 2. Initial 1 IP (/30) or 5 IP (/29) included 3. Next generation Spectrum Router/Firewall options using Cisco and Fortinet now available 4. Next generation Spectrum Managed LAN Services including Switches, WIFI and Cameras now available Contact your Spectrum Regional Manager for additional information
Quarterly Promos	PROMOS 1. 3 Months Spectrum Managed Services for FREE **Subject to change Contact your Spectrum Regional Manager for details.



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Authorization to Execute Consultant Agreement - Skatepark Improvement Project

SOURCE: Engineering and Project Management

COMMENT: At its meeting on September 5, 2023, the City Council authorized staff to begin negotiations for a scope and services contract with Spohn Ranch, Inc for full-service materials and installation of skatepark improvements for the Porterville Skatepark to replace the existing unimproved portions of the skatepark.

Staff was able to negotiate the contract at a not to exceed price of \$190,000. An additional \$5,000 is required for contingency, construction management, surveying, quality control and inspection services (2.63%) equating to a total project cost of \$195,000. Funding for this work is provided by a California State Parks Per Capita Program grant in the amount of \$100,000 for this project. An additional \$95,000 in General Fund Capital Construction/Improvement Designated Fund is required to fully fund the project.

Staff has found the negotiated price acceptable.

RECOMMENDATION: That the City Council:

1. Authorize the Engineering & Project Management Director to execute the Consultant Service Agreement for the Skatepark Improvements Project with Spohn Ranch, Inc in the amount of \$190,000;
2. Authorize progress payments up to one hundred percent (100%) of the contract amount;
3. Authorize an additional \$5,000 for contingency, construction management, surveying, quality control and inspection services; and
4. Approve the draft Resolution authorizing an appropriation of \$95,000 from the Capital Construction/Improvement Designated Fund to fully fund the Skatepark Improvement Project.

ATTACHMENTS:

1. Draft Resolution
2. Draft Service Agreement
3. Skatepark Improvement Project Exhibit
4. Locator Map

Item No.

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____ - 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE GENERAL FUND FOR
THE SKATEPARK IMPROVEMENT PROJECT

WHEREAS: The City of Porterville Municipal Code Section 2-31.4, established the Capital Construction / Improvement Designated Fund for the exclusive purpose of providing funds to support new capital construction and/or improvement projects; and

WHEREAS: The Skatepark Improvement Project is a capital improvement project that will complete the improvements within the existing boundaries of the City's Skatepark;

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the Skatepark Improvement Project is a construction improvement project that benefits the community, and is within the intent and purpose of the Capital Construction / Improvement Designated Fund; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of an amount not to exceed \$95,000 from the Capital Construction / Improvement Designated Fund for the Skatepark Improvement Project; and

PASSED, APPROVED and ADOPTED this 7th day of November, 2023.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By:
Patrice Hildreth, Chief Deputy City Clerk

SERVICE AGREEMENT

DATE: November 7, 2023

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and Spohn Ranch, Inc, hereinafter referred to as "CONSULTANT".

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

Project Name: Skatepark Improvement Project

Description of Project: In general, the consultant will be full-service materials and installation of skatepark improvements for the Porterville Skatepark to replace the existing unimproved portions of the skatepark per Cost Estimate Breakdown (Attachment "A").

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

SECTION 1. CONTRACT SERVICES:

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

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis not to exceed **One Hundred Ninety Thousand** Dollars, (\$190,000).

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

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all design "work directives" shall be completed in time to meet the various submittal deadlines for the grant. In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies.

SECTION 4. FAMILIARITY WITH PROJECT:

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

SECTION 5. INDEPENDENT CONTRACTOR:

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

- (i) Full liability under worker's compensation laws of the State of California; and
- (ii) Bodily injury and property damage insurance in the amount not less than Two Million Dollars (\$2,000,000) per occurrence; and
- (iii) Errors and Omissions insurance of Two Million Dollars (\$2,000,000) minimum per occurrence, if deductible for Errors and Omissions insurance is Fifty Thousand Dollars (\$50,000) or more, the City may require a Surety Bond for the deductible; and
- (iv) Automotive liability in the amount not less than One Million Dollars (\$1,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents

and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT. ***To the fullest extent permitted by law, CONSULTANT agrees to hold harmless, release and indemnify the CITY against any liability for damages, including but not limited to liabilities for personal injury or death or for loss or damage to property, caused by the negligence of CONSULTANT or any of its employees or agents, or CONSULTANT'S negligent activities related to the terms and conditions of or implementation of this Agreement. "Consultant has no obligation to pay for any of the City's defense related cost prior to a final determination of liability, but will reimburse the City for those costs, and Consultant has no obligation to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant."***

SECTION 6. WORKMANSHIP AND MATERIALS:

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

SECTION 7. ASSIGNMENT OF CONTRACT:

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

SECTION 8. AFFIRMATIVE ACTION.

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

SECTION 9. CONFLICT OF INTEREST CODE:

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

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

SECTION 10. TERMINATION:

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

SECTION 11. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between

the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE:

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

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

CITY OF PORTERVILLE

CONSULTANT

By_____

By_____

Date_____

Date_____

"Attachment A"

COST ESTIMATE // SKATEPARK IMPROVEMENTS

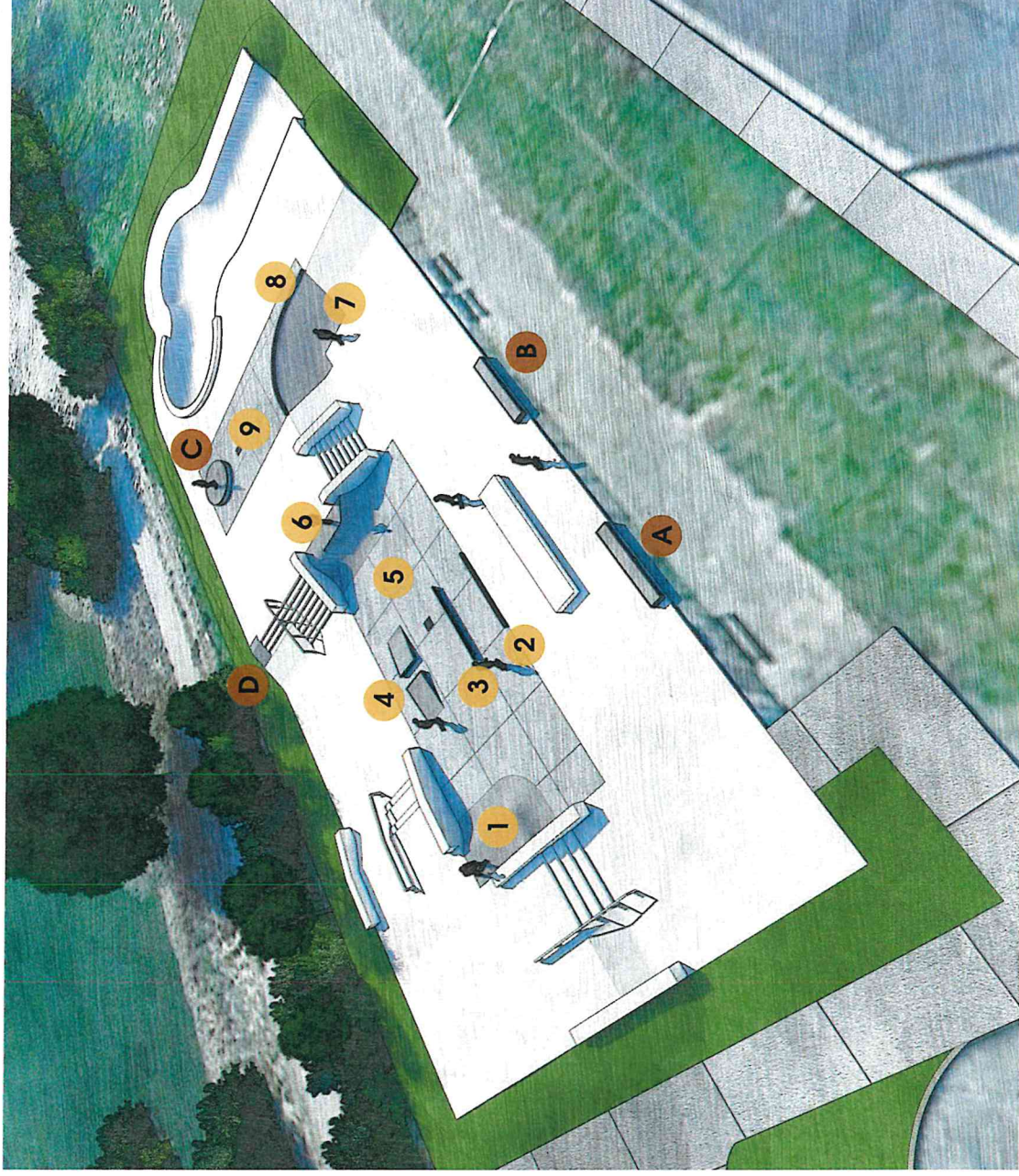
SCOPE OF WORK:	ESTIMATED COST:
BASE BID:	
DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS	\$5,000.00
MOBILIZATION & GENERAL CONSTRUCTION REQUIREMENTS	\$25,000.00
DRAINAGE	\$4,000.00
EARTHWORK	\$5,000.00
STEEL COPING, EDGE PROTECTION & GRIND RAILS	\$12,000.00
CONCRETE ELEMENTS	\$54,000.00
CONCRETE FLATWORK	\$60,000.00
BASE BID SUB-TOTAL:	\$165,000.00
ADD ALTERNATES:	
GRIND LEDGE	\$5,000.00
GRIND LEDGE	\$5,000.00
CIRCLE MANUAL PAD	\$5,000.00
BANK RAMP	\$10,000.00
ADD ALTERNATES SUB-TOTAL:	\$25,000.00
GRAND TOTAL:	\$190,000.00

ELEMENT LEGEND - BASE

1. ROLL-IN RAMP
2. SLAPPY CURB
3. FLAT GRIND RAIL
4. BUMP-TO-BUMP
5. FLATWORK
6. QUARTER-PIPE / ROLL-IN RAMP
7. BANK RAMP
8. CURVED SLAPPY CURB
9. FLATWORK

ELEMENT LEGEND - ALTERNATES

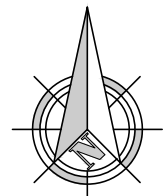
- A. GRIND LEDGE
- B. GRIND LEDGE
- C. CIRCLE MANUAL PAD
- D. BANK RAMP



COST ESTIMATE // SKATEPARK IMPROVEMENTS

SCOPE OF WORK:		ESTIMATED COST:
BASE BID:		
DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS		\$5,000.00
MOBILIZATION & GENERAL CONSTRUCTION REQUIREMENTS		\$25,000.00
DRAINAGE		\$4,000.00
EARTHWORK		\$5,000.00
STEEL COPING, EDGE PROTECTION & GRIND RAILS		\$12,000.00
CONCRETE ELEMENTS		\$54,000.00
CONCRETE FLATWORK		\$60,000.00
BASE BID SUB-TOTAL:		\$165,000.00
ADD ALTERNATES:		
GRIND LEDGE		\$5,000.00
GRIND LEDGE		\$5,000.00
CIRCLE MANUAL PAD		\$5,000.00
BANK RAMP		\$10,000.00
ADD ALTERNATES SUB-TOTAL:		\$25,000.00
GRAND TOTAL:		\$190,000.00





0' 125' 250'

SCALE: 1" = 250'

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

PORTERVILLE SKATE PARK

DRAWN BY	GG
CHECKED BY	SW
SCALE	1" = 250'
DATE	8/30/2023

SHEET
1
OF
1



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Authorization to Execute Consultant Agreement - Golf Course Driving Range Netting Project

SOURCE: Engineering and Project Management

COMMENT: At its meeting on September 19, 2023, the City Council authorized staff to begin negotiations with Judge Netting, Inc for a full-service materials and installation contract to replace the netting and poles at the City's golf course driving range. The project includes the setting of the replacement poles for netting installation, running all necessary cabling, affixing hardware and rigging, sewing a poly rope border into the sections of netting, and stretching all cables before hanging the net. This project will also raise the height of the existing netting on the south side of the driving range to fifty feet (50') for better protection of the neighboring apartment units.

Staff was able to negotiate the contract in the amount of \$247,000. An additional \$5,000 is required for contingency, construction management, surveying, quality control and inspection services (2%) equating to a total project cost of \$252,000. Funding for this project is provided by American Rescue Plan Act (ARPA) funds in an amount not to exceed \$300,000 as approved in the 2023-2024 Fiscal Year budget.

Staff has found the negotiated price acceptable.

RECOMMENDATION: That the City Council:

1. Authorize the Engineering & Project Management Director to execute the Consultant Service Agreement for the Golf Course Driving Range Netting Project with Judge Netting, Inc in an amount not to exceed \$247,000;
2. Authorize progress payments up to one hundred percent (100%) of the contract amount; and
3. Authorize an additional \$5,000 for contingency, construction management, surveying, quality control and inspection services.

ATTACHMENTS:

1. Draft Service Agreement
2. Locator Map

Appropriated/Funded:

Item No.

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

SERVICE AGREEMENT

DATE: November 7, 2023

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and Judge Netting, Inc, hereinafter referred to as "CONSULTANT".

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

Project Name: Golf Course Driving Range Netting Project

Description of Project: In general, the consultant will be full-service materials and installation/replacement of the netting and poles at the City's golf course driving range per Cost Estimate Breakdown (Attachment "A"). (Base bid plus Add Alt #1, #3, & #4)

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

SECTION 1. CONTRACT SERVICES:

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

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis not to exceed **Two Hundred Forty-Seven Thousand** Dollars, (\$247,000).

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

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all design "work directives" shall be completed in time to meet the various submittal deadlines for the grant. In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies.

SECTION 4. FAMILIARITY WITH PROJECT:

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

SECTION 5. INDEPENDENT CONTRACTOR:

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

- (i) Full liability under worker's compensation laws of the State of California; and
- (ii) Bodily injury and property damage insurance in the amount not less than Two Million Dollars (\$2,000,000) per occurrence; and
- (iii) Errors and Omissions insurance of Two Million Dollars (\$2,000,000) minimum per occurrence, if deductible for Errors and Omissions insurance is Fifty Thousand Dollars (\$50,000) or more, the City may require a Surety Bond for the deductible; and
- (iv) Automotive liability in the amount not less than One Million Dollars (\$1,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents

and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT. ***To the fullest extent permitted by law, CONSULTANT agrees to hold harmless, release and indemnify the CITY against any liability for damages, including but not limited to liabilities for personal injury or death or for loss or damage to property, caused by the negligence of CONSULTANT or any of its employees or agents, or CONSULTANT'S negligent activities related to the terms and conditions of or implementation of this Agreement. "Consultant has no obligation to pay for any of the City's defense related cost prior to a final determination of liability, but will reimburse the City for those costs, and Consultant has no obligation to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant."***

SECTION 6. WORKMANSHIP AND MATERIALS:

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

SECTION 7. ASSIGNMENT OF CONTRACT:

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

SECTION 8. AFFIRMATIVE ACTION.

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

SECTION 9. CONFLICT OF INTEREST CODE:

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

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

SECTION 10. TERMINATION:

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

SECTION 11. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between

the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE:

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

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

CITY OF PORTERVILLE

CONSULTANT

By_____

By_____

Date_____

Date_____



Attachment "A"
JudgeNetting
Barrier Specialists

11851 Westminster Avenue Garden Grove, CA 92843
Office (800) 955-6788 (714) 265-2200 **FAX** (714) 265-2400
California Contractors License # 779080
www.judgenetting.com

Proposal and Contract

October 20, 2023

Mr. Donnie Moore: Parks and Leisure Services Director
City of Porterville
291 N. Main Street
Porterville, CA 93257

Re: Porterville Municipal Golf Course- Range Modifications

Dear Mr. Moore:

We propose to supply the material, labor, and equipment necessary to perform the following:

- Remove & replace approximately 1,570' LF of existing netting, cable & hardware on the range.
- Demo & replace (1) broken wood pole at the back of the range with a recycled wood pole at existing height.
- The new netting will be UV treated polyester golf netting with sewn in perimeter, vertical, and horizontal rope border.
- New cable will be extra high strength galvanized 5/16" and 3/8" and all new hardware will be heavy duty 3/4" along with galvanized attachment hardware. We will install galvanized anchors and down guys at the ends and corners of the barrier as needed.

☒ **BASE BID: Price for work as described above is \$97,900.**

ADD OPTIONS:

Remove & replace the left side range barrier poles with new 50' AGL composite poles, approximately 490' LF.

☒ **ADD ALT #1: \$144,500.**

~~Install 2" x 12" treated wood baseboard at the entire range. New netting will attach to the top of baseboard.~~

~~ADD ALT #2: \$39,200.~~

California stamped engineering. *Price subject to change based on final review and calcs.*

☒ **ADD ALT #3: \$4,200.**

Performance & payment bonding.

☒ **ADD ALT #4: 3% of total contract amount.**

We are a licensed California Contractor, and all applicable taxes & prevailing wages are included in this proposal. (Please initial, total, and sign where applicable upon acceptance).

Payment Terms:

Monthly progress payments due upon scope completion. Invoices not paid when due are subject to a service charge of 1-1/2% per month. This is an annual percentage rate of 18%. Should a suit be instituted to enforce the provisions of this Proposal and Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs as determined by the court or other tribunal hearing the matter. Time is of the essence in the performance of this work.

Standard Assumptions:

- Our prices are firm for acceptance for a period of 30 days only.

Porterville Municipal Golf Course- Range Modifications

- Good digging conditions are defined as being able to complete the excavation using our auguring equipment. Should rocky, sandy, or wet conditions be encountered, an additional charge will include cost, plus 10%.
- The client will be responsible for locating all private underground utilities located on their property.
- The material that is excavated from the holes will be spread next to the hole or disposed of on property as directed.
- Necessary and reasonable access "to," "from," and "at" work site during construction.
- Range & course activities may require alteration during construction to provide a safe working environment for our employees and equipment.
- Mobilization costs included in our proposal are based on one move on off. Any cessation of work due to lack of permits or any reason by the client will require a \$4,000 re-mobilization charge with all work and materials invoiced to date.
- Our proposal is designed on a basic Wind Speed (3 second gust) to be 92 miles per hour; Exposure Category 'C', Topographic Factor (kzt) 1.0, per 2019 California Building Code (CBC) at 8% solid with a 150 Lateral soil pressure. If this standard is unacceptable to the governing code authority in your area, we will be pleased to install the structure to the necessary standards and requirements contingent upon acceptance of a revised proposal which will include any cost implications and/or modifications.
- If, during the performance of this contract, the price of contractor's materials increases more than 10%, the price of said materials shall be equitably adjusted by the owner to account for said increase.

Standard Exclusions:

- We are a non-union company and, as such, will not become signatory to any labor agreement (PLA, MLA, CBA).
- This proposal does not include any bonding, engineering, permit fees or related costs involved in securing permits except as noted in this proposal. If Judge Netting is not contracted to pull permits, the client is responsible for acquiring all permits and any costs relating to permit requirements. Should a government agency require changes, additional construction costs will be assumed by the client. Should the project be stopped for lack of permits or for any reason by a client or government agencies, material and work will be invoiced, and a remobilization fee shall apply.
- Tree trimming, stump grinding, grubbing, site clearing, or foundation removal.
- Temporary turf protection of any kind.
- Chain link, pole padding & baseboard.
- Indemnification: Judge Netting, Inc. will not indemnify any additional Owners, Architects, Contractors, or Agents.
- Accidental non-negligent damage to driveways, parking lots, tennis courts, irrigation systems, or sod, that may be caused by our equipment.
- Subsurface or latent physical conditions at the site differing from those indicated.
- Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- The owner shall promptly investigate the conditions, and if it finds that conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order in the amount of contractor's expenses incurred plus 10%.
- Judge Netting makes no warranty, either expressly or implied, as to the protective capabilities of netting or structures, including height requirements and/or performance of any existing material or material used during construction.

Judge Netting's liability under this contract shall not exceed the price identified above.

Cancellation:

Upon execution by both parties, this Proposal and Contract is non-cancellable. Any cancellation by Purchaser shall entitle Judge Netting at its discretion, to collect any fees or charges it has incurred in preparation for delivery of the work outlined above.

We appreciate the opportunity to present this proposal. Please contact us at dan@judgenetting.com or 714-265-2200 with questions or concerns.

JUDGE NETTING INC.

ACCEPTED: CITY OF PORTERVILLE

By: _____

By: _____

*Authorized Signer Only*Date: October 20, 2023

Date: _____





CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: East Porterville Water Connection Second Dwelling Unit

SOURCE: Community Development

BACKGROUND: The subject property, located at 1513 E. Roby Avenue, is located in East Porterville, outside the city limits and within the City of Porterville Urban Development Boundary. The property is currently developed with a single-family residential home. The property received approval of an Extraterritorial Service Agreement (ESA), as an emergency water service connection through the California Department of Water Resources Emergency Connection Project for East Porterville in which the subject property qualified as part of the East Porterville Feasibility Study Project Area. An application for an ESA was processed on September 15, 2016, and approved. The ESA included an Irrevocable Agreement for Annexation (IAA #29-16) and a Deed Restriction requiring City approval for future development in which a document was recorded at the Tulare County Recorder's office as Record Number 2017-0061683 on October 6, 2017.

COMMENT: Staff received a request for a will serve letter in order to provide a second water connection service to existing property, for the development of a second residential dwelling unit on the property.

ANALYSIS: As a condition of water service connection through the ESA, a deed restriction was recorded that outlined "no expansion or modification of this use, including conversion of structures or addition of habitable structures, may be permitted without approval of the City Council of the City of Porterville". The proposed development of a residential dwelling unit shall comply with the County of Tulare's development standards.

ENVIRONMENTAL REVIEW: On October 19, 2023, the Environmental Coordinator made a determination that the project is exempt from CEQA §15301 Existing Facilities.

RECOMMENDATION: That the City Council adopt the draft Resolution approving a second water service connection at 1513 E. Roby Avenue.

ATTACHMENTS: 1. Draft Resolution

Item No.

2. Site Plan
3. Locator Map
4. Extraterritorial Service Agreement
5. Irrevocable Agreement of Annexation

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Assistant City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
FOR APPROVAL OF A SECOND SERVICE FOR MUNICIPAL WATER FOR
PROPERTY LOCATED AT 1513 E. ROBY AVENUE

WHEREAS: The California State Water Resources Board, in coordination with the Department of Water Resources conducted a feasibility study to define a long-term solution to the water related issues in East Porterville.; and

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of April 19, 2016 amended the procedures for annexation and extension of municipal services in Resolution 19-2016: and

WHEREAS: The property located at 1513 E. Roby Avenue qualified under the East Porterville Feasibility Study Project Area and an Extraterritorial Service Agreement (ESA) has been processed on September 15, 2016; and

WHEREAS: The Extraterritorial Service Agreement (ESA) included an Irrevocable Agreement for Annexation, IAA # 29-16, and a Deed Restriction in which the document was recorded at the Tulare County Recorder's on October 6, 2017 as Record Number 2017-0061683; and

WHEREAS: The Deed Restriction outlined, "no expansion or modification of this use, including conversion of structures or addition of habitable structures may be permitted without approval of the City Council of the City of Porterville"; and

WHEREAS: The future development of a residential dwelling unit complies with Tulare County's development standards; and

WHEREAS: This project is exempt from CEQA pursuant to §15301 that CEQA only applies to projects which have the potential for causing a significant effect on the environment: and

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve the request for a second water service for the future development of a residential dwelling unit:

1. All water service connections shall comply with all applicable codes, including but not limited to Porterville Municipal Code Section 26-2, which requires the abandonment of wells upon municipal service connection.
2. A back-flow device is required on the water meter.
3. The developer/applicant shall comply with the City standard for "backflow" prevention pursuant to Resolution No. 9615.

PASSED, APPROVED AND ADOPTED this 7th day of November, 2023.

Martha A. Flores, Mayor

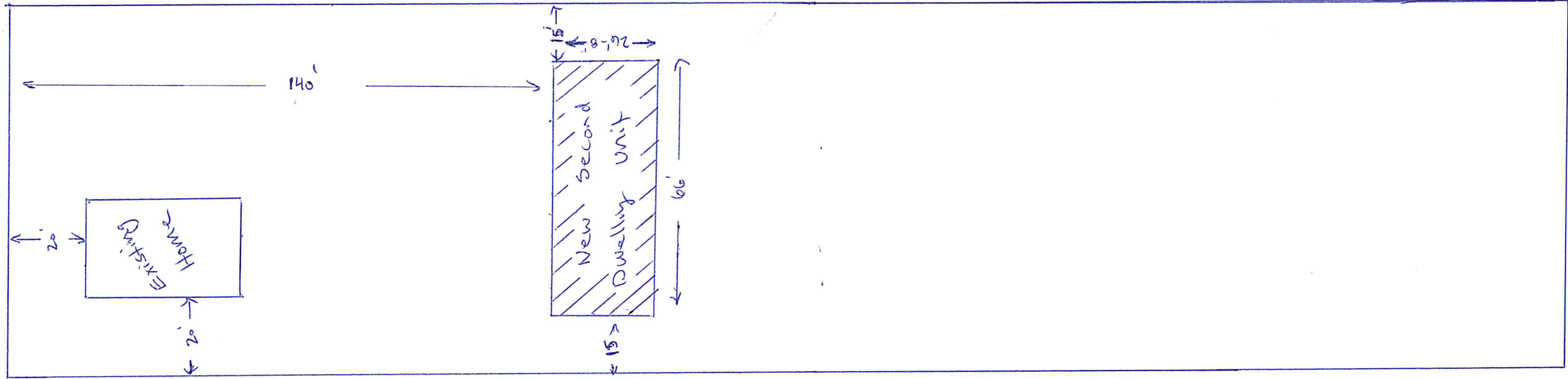
ATTEST:
John D. Lollis, City Clerk

BY

Patrice Hildreth, Chief Deputy City Clerk

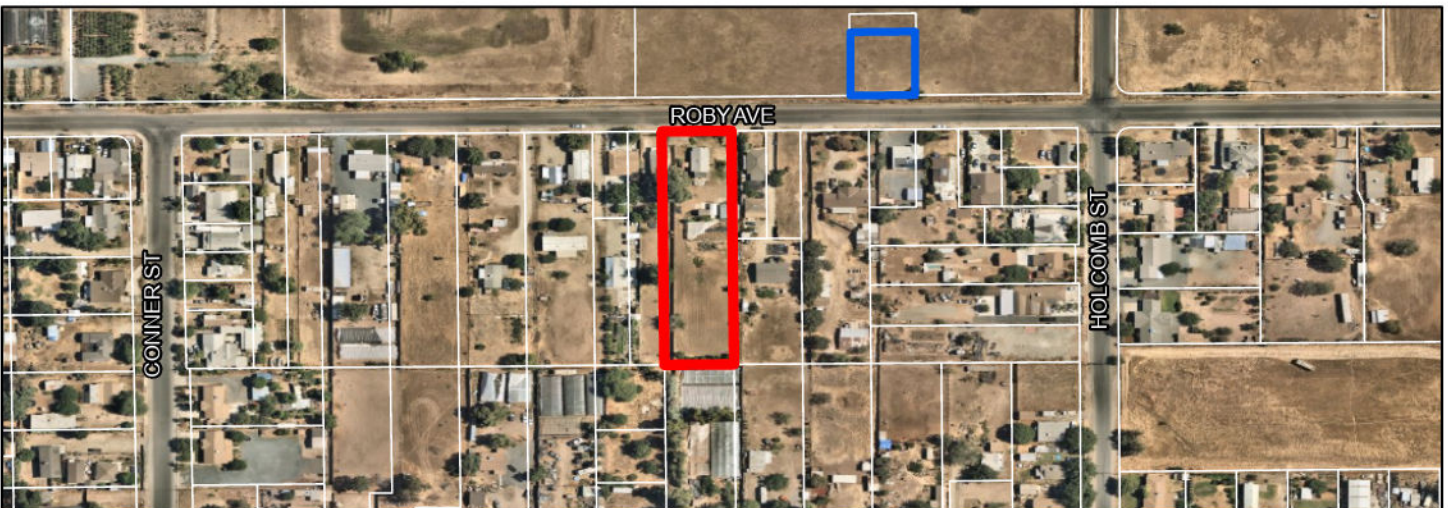
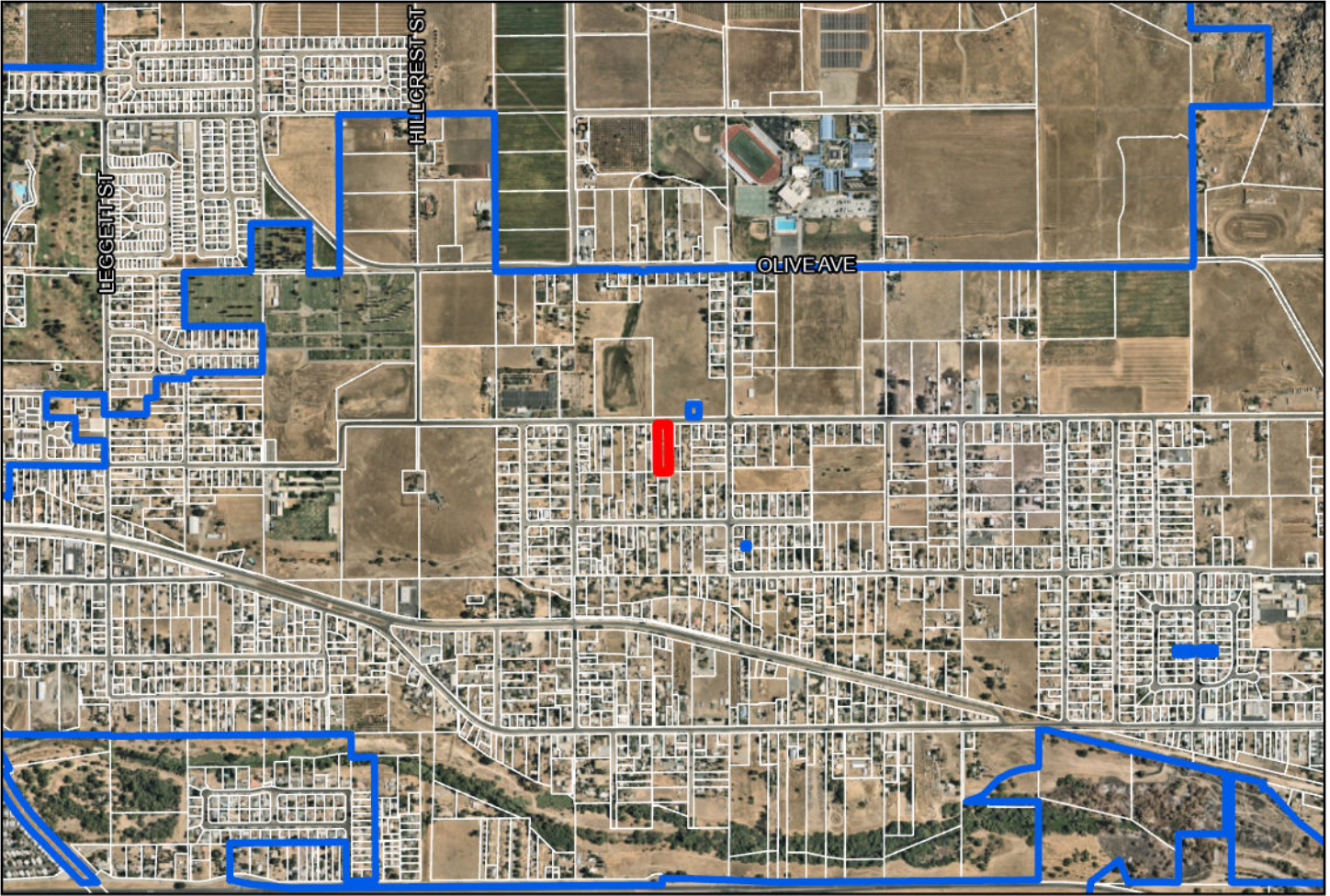
E. ROBY

1" = 30'



1513 E. Roby Ave
Porterville, CA 93257

Locator Map 1513 E Roby



-  Project Location
-  City Limits





29-16

CITY OF PORTERVILLE

APPLICATION FOR EXTRATERRITORIAL SERVICE AGREEMENT FOR EAST PORTERVILLE DWR EMERGENCY CONNECTIONS

PROJECT ADDRESS AND NEAREST CROSS STREETS:
1513 E ROBY AVE

NAME, MAILING ADDRESS AND TELEPHONE NUMBER OF PROPERTY OWNER(S):

PHENGTHAVY KONGTHONG

1513 E ROBY AVE, PORTERVILLE CA 93257

NAME, MAILING ADDRESS AND TELEPHONE NUMBER OF APPLICANT /CONTACT PERSON:

Vilayphang (daughter)

559-361-3831.

339-5933.

This Agreement will be in place until the date a future annexation of the property into the City of Porterville becomes effective.

The applicant for an Extraterritorial Service Agreement shall provide a concise and complete recital of the existing state of the property requesting connection to municipal services. Such information may include

- a. Site plans and/or photographs representing the subject property and its immediate surroundings as it exists at the date of application;
 - b. Legal description of the parcel of land that will be the subject of Extraterritorial Service Agreement;
 - c. Any deed restrictions existing or being imposed upon the parcel(s) of land for development, and a description of any reservation or dedication of land for public purposes. The City of Porterville will assist in the phasing as needed. It is understood the deed restrictions may change based upon a change in circumstances; and
 - d. Any further information that the City may require because of the particular nature or location of the development.
-
-

OWNER'S DECLARATION

STATE OF CALIFORNIA)
) ss
COUNTY OF TULARE)

I, PHENGTHAVY KONGTHONG, being duly sworn, declare and say that I am the owner of part (or all) of the property involved and that this application has been prepared in compliance with the requirements of the Porterville City Council as printed herein and that the foregoing information thoroughly and completely, to the best of my ability, presents the argument in behalf of the application except as to the matters stated to be on my information and belief.

I declare under penalty of perjury that the foregoing is true and correct, executed at

Porterville this 28th day of August, 2016.

Telephone

Signed Kong Thong

Mailing Address 1513 E ROBY AVE
PORTERVILLE CA 93257

This is to certify that the foregoing application has been inspected by me and found to be complete and acceptable for filing with the Porterville City Council.

Received 8/29/16
Date

Project No. 29-16

By J. M. Byers
Zoning Administrator

REQUIREMENTS FOR FILING APPLICATION FOR EXTRATERRITORIAL SERVICE AGREEMENT

- 1. Extraterritorial Service Agreement Application Form**
- 2. Legal Description of Parcel**
- 3. List of any Deed Restrictions**
- 4. Irrevocable Agreement to Annex**
- 5. Plot Plan, Drawings and Photographs**
- 6. Filing fee as identified in Fee Schedule**

The Extraterritorial Service Agreement Application form must be filled out completely. The application must be signed by the owner or authorized agent under penalty of perjury in the space provided on Page 3.

Submit this information and the application to the City of Porterville Community Development Department, Planning Division, 291 N Main Street, Porterville, California. The application must be complete in every respect, with all questions answered completely, before the Zoning Administrator can receive and certify the petition.

This application is not a permit. A public hearing will be held on your application.



Submittal Requirements for Irrevocable Agreement for Annexation to the City of Porterville

The following items are to be submitted at the time of application. However, prior to actual filing, all applicants are encouraged to contact the Planning Division of the Community Development Department at (559) 782-7460 or planning@ci.porterville.ca.us to schedule a pre-filing meeting at which time a planner can provide assistance regarding form and content of review submittals as well as information regarding City codes and policies.

The following items are to be submitted with this application. Please see attached application for details.

1. Completed application form;
2. Filing fees;
3. Legal description of land parcel(s);
4. Copy of recorded Grand Deed(s).

City of Porterville

Application for Irrevocable Agreement for Annexation to the City of Porterville

IAA# 29-16 Submittal Date 8/28/16

Fee \$ 677.25 PRC# N/A

Property Owner PHENGTHAVY KONGTHONG

Phone _____

Mailing Address 1513 E ROBY AVE, PORTERVILLE CA 93257

Total Acreage of the Project (Gross/Net) 0.890000000000000001

Assessor's Parcel Number(s) for Property 262091019

Address of Property 1513 E ROBY AVE 1513 E Roby--

Existing County General Plan Designation R-A Zoning R-A-M

Current City General Plan Designation Low Density Residential Zoning RS-2 (Low Density Residential)

Please complete the following:

I/We the undersigned owner(s) of the above described property hereby request that the City Manager of the City of Porterville review, approve, and sign the Irrevocable Agreement for Annexation to the City of Porterville for the property(ies) described herein.

Kongthong 8-28-16
Signature 1 Date

1513 E Roby Ave
Street Address

Porterville, CA 93257
City, State, Zip

Signature 2 Date

Street Address

City, State, Zip

Signature 3 Date

Street Address

City, State, Zip

Signature 4 Date

Street Address

City, State, Zip

Recording Requested by and
Upon Recordation return to:

City of Porterville
ATTN: Community Development Department
291 N Main Street
Porterville, CA 93257

Per Gov. Code §6103 no recording fee.
This is for the benefit of the City of Porterville.

IAA# 29-16

Irrevocable Agreement for annexation to the City of Porterville

This agreement is made this 28th day of August, 2016, between Kongthong Phengthavy hereinafter referred to as "Owner", and the City of Porterville, hereinafter referred to as "City".

Whereas, Owner is the owner of the real property consisting of approximately 0.89 gross acres located at 1513 E ROBY AVE, Porterville, California, and is further described as follows: See attached deed restriction being further described as Assessor's Parcel Number 262091019.

Whereas, Owner requires use of the City Water system and the right to connect to the existing Water main which is contiguous to said property, or will be designed and installed by the State of California Department of Water Resources; and

Whereas, Owner is willing to permit the annexation of its property to the City of Porterville; and

Whereas, the City is willing to consent to the connection of said property to the Water main on the conditions that Owner permit said annexation to the City at the earliest possible time and record the attached deed restrictions to effectively limit changes in use or capacity of the site; and

Whereas, the City may proceed with the annexation of Owner's property plus other property, but said annexation will cause delay, which delay would create a substantial hardship for Owner.

Now, therefore, Owner does agree as follows:

1. Owner hereby gives its irrevocable consent to annexation of its property to the City at such time as the annexation may be properly approved through appropriate legal proceedings, and Owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications or consent prepared by the City and submitting any evidence reasonably within the control of Owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of Owner to institute any litigation or judicial proceedings whatsoever to compel annexation to the City.
2. The City hereby agrees to authorize the connection of said property to the City's Water main located in Roby Ave.

3. Concurrent with connection to utilities, the State of California, on Owner's behalf, agrees to pay a fair share of annexation fees and other costs related to infrastructure as would ordinarily be charged on the annexation of property to the City, and as outlined in the fee schedule adopted by the City.
4. In addition to fees described above, the State of California, on Owner's behalf, shall pay all fees and charges and make all deposits required by City to connect to and use the Water. Those fees shall include, but not be limited to, the following:
 - LAFCo fee: (\$121 per phase, paid separately)
 - Extraterritorial Service Agreement fee (\$150 + \$0.0136 per s.f.) = \$ 677.25Said fees shall be valid for a period of one year from the date of execution of this Agreement and shall be paid prior to the issuance of a Water connection permit. Fees paid after one year of the date of execution of this Agreement shall be subject to the fee amount in effect at that time. Owner agrees to be bound by all City ordinances, rules, and regulations respecting the Water system.
5. This agreement shall be recorded.
6. Owner executes this agreement on behalf of itself, its successors and assigns, and said Agreement shall be irrevocable without the prior written consent of both parties hereto.

Executed this 28th day of August, 2016

Owner: PHENGTHAVY KONGTHONG
1513 E ROBY AVE
PORTERVILLE CA 93257

By: Kongthong

City: Julie Phillips
Julie Phillips, Community Development Manager

The City Manager and Mayor of the City of Porterville have been authorized to execute this Agreement of behalf of the City of Porterville

[Signature]
City Manager of the City of Porterville

[Signature]
Mayor of the City of Porterville

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Tulare

On 9/16/16 before me, Christina Tank, Notary Public,
(Here insert name and title of the officer)

personally appeared Kongthong Phengthavy

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Christina Tank

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Irrevocable Agreement for
(Title or description of attached document)

Annexation to the City
(Title or description of attached document continued)

Number of Pages 2 Document Date 9/16/16
of Porterville
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Deed Restriction for IAA # 29-16

1513 E ROBY AVE, Porterville CA 93257

APN 262091019 (as of April 29, 2016), as further identified by the legal description recorded in

Grant Deed: 2014-0011103 on, 3/5/2014.

The property is currently developed with residential structures, including 1 habitable units.

As a condition of the extraterritorial service agreement, no expansion or modification of this use, including conversion of structures or addition of habitable structures, may be permitted without approval of the City Council of the City of Porterville. The keeping of animals may be maintained in accordance with Tulare County Animal Control and Land Use ordinances, until one year following the date of annexation.

Connection to and use of the municipal water system is subject to all water conservation requirements imposed by the City of Porterville, as well as the requirement to abandon wells upon municipal service connection. A parcel smaller than 5 acres with a Porterville Municipal Water Service Connection shall not receive water from a private well, nor develop additional wells in the future.

Any existing deed restriction shall not be affected in any way by the document recorded herewith.



2017-0061683

Recording Requested by and
Upon Recordation return to:

City of Porterville
ATTN: Community Development Department
291 N Main Street
Porterville, CA 93257

Recorded Official Records County of Tulare ROLAND P. HILL Clerk Recorder	REC FEE	0.00
		CS
08:22AM 06-Oct-2017		Page 1 of 4

Per Gov. Code §6103 no recording fee.
This is for the benefit of the City of Porterville.

IAA# 29-16

Irrevocable Agreement for annexation to the City of Porterville

This agreement is made this 28th day of August, 2016, between Kongthong Phengthavy hereinafter referred to as "Owner", and the City of Porterville, hereinafter referred to as "City".

Whereas, Owner is the owner of the real property consisting of approximately 0.89 gross acres located at 1513 E ROBY AVE, Porterville, California, and is further described as follows: See attached deed restriction being further described as Assessor's Parcel Number 262091019.

Whereas, Owner requires use of the City Water system and the right to connect to the existing Water main which is contiguous to said property, or will be designed and installed by the State of California Department of Water Resources; and

Whereas, Owner is willing to permit the annexation of its property to the City of Porterville; and

Whereas, the City is willing to consent to the connection of said property to the Water main on the conditions that Owner permit said annexation to the City at the earliest possible time and record the attached deed restrictions to effectively limit changes in use or capacity of the site; and

Whereas, the City may proceed with the annexation of Owner's property plus other property, but said annexation will cause delay, which delay would create a substantial hardship for Owner.

Now, therefore, Owner does agree as follows:

1. Owner hereby gives its irrevocable consent to annexation of its property to the City at such time as the annexation may be properly approved through appropriate legal proceedings, and Owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications or consent prepared by the City and submitting any evidence reasonably within the control of Owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of Owner to institute any litigation or judicial proceedings whatsoever to compel annexation to the City.
2. The City hereby agrees to authorize the connection of said property to the City's Water main located in Roby Ave.

3. Concurrent with connection to utilities, the State of California, on Owner's behalf, agrees to pay a fair share of annexation fees and other costs related to infrastructure as would ordinarily be charged on the annexation of property to the City, and as outlined in the fee schedule adopted by the City.
4. In addition to fees described above, the State of California, on Owner's behalf, shall pay all fees and charges and make all deposits required by City to connect to and use the Water. Those fees shall include, but not be limited to, the following:
 - LAFCo fee: (\$121 per phase, paid separately)
 - Extraterritorial Service Agreement fee (\$150 + \$0.0136 per s.f.) = \$ 677.25Said fees shall be valid for a period of one year from the date of execution of this Agreement and shall be paid prior to the issuance of a Water connection permit. Fees paid after one year of the date of execution of this Agreement shall be subject to the fee amount in effect at that time. Owner agrees to be bound by all City ordinances, rules, and regulations respecting the Water system.
5. This agreement shall be recorded.
6. Owner executes this agreement on behalf of itself, its successors and assigns, and said Agreement shall be irrevocable without the prior written consent of both parties hereto.

Executed this 28th day of August, 2016

Owner: PHENGTHAVY KONGTHONG
1513 E ROBY AVE
PORTERVILLE CA 93257

By: Kong Thong

City: Julie Phillips
Julie Phillips, Community Development Manager

The City Manager and Mayor of the City of Porterville have been authorized to execute this Agreement of behalf of the City of Porterville

[Signature]
City Manager of the City of Porterville

[Signature]
Mayor of the City of Porterville

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Tulare

On 9/16/16 before me, Christina Tank, Notary Public,
(Here insert name and title of the officer)

personally appeared Kongthong Phengthavy,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Christina Tank

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Irrevocable Agreement for
(Title or description of attached document)

Annexation to the City
(Title or description of attached document continued)

Number of Pages 2 Document Date 9/16/16
of Porterville
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
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 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Deed Restriction for IAA # 29-16

1513 E ROBY AVE, Porterville CA 93257

APN 262091019 (as of April 29, 2016), as further identified by the legal description recorded in

Grant Deed: 2014-0011103 on, 3/5/2014.

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As a condition of the extraterritorial service agreement, no expansion or modification of this use, including conversion of structures or addition of habitable structures, may be permitted without approval of the City Council of the City of Porterville. The keeping of animals may be maintained in accordance with Tulare County Animal Control and Land Use ordinances, until one year following the date of annexation.

Connection to and use of the municipal water system is subject to all water conservation requirements imposed by the City of Porterville, as well as the requirement to abandon wells upon municipal service connection. A parcel smaller than 5 acres with a Porterville Municipal Water Service Connection shall not receive water from a private well, nor develop additional wells in the future.

Any existing deed restriction shall not be affected in any way by the document recorded herewith.



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Consent to Sublet - Lot No. 34F at the Porterville Municipal Airport

SOURCE: Finance

COMMENT: Michael Quatacker and Debbie Quatacker are the current leaseholders of Lot No. 34F at the Porterville Municipal Airport. They recently contacted staff requesting to sublet their hangar to AM & FM Landucci Properties, LLC. Section 25 of the Lease Agreement states that the lessee shall not sublet the premises without prior written consent of the City. Michael Quatacker and Debbie Quatacker are therefore requesting approval to sublet their hangar located on Lot No. 34F to AM & FM Landucci Properties, LLC, on a month-to-month tenancy, commencing on October 1, 2023. The hangar will be utilized for parking and storage of aircraft.

RECOMMENDATION: That the City Council:

1. Authorize the Lessee, Michael Quatacker and Debbie Quatacker, to sublet airport hangar on Lot No. 34F at the Porterville Municipal Airport to AM & FM Landucci Properties, LLC, commencing on October 1, 2023; and
2. Authorize the Mayor to sign the City's Consent to Sublet Airport Hangar Lot No. 34F on behalf of the City.

ATTACHMENTS:

1. Draft Lessor's Consent to Sublet
2. Letter of Request dated October 26, 2023
3. Sublease Rental Agreement
4. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

Item No.

**LESSOR'S CONSENT TO SUBLET
AIRPORT HANGAR LOT NO. 34F
AT THE PORTERVILLE MUNICIPAL AIRPORT**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Master Lease for Airport Hangar Lot No. 34F, hereby consents to the request dated October 26, 2023, made by the Lessee, Michael Quatacker and Debbie Quatacker, to sublet said airport hangar at Lot No. 34F to AM & FM Landucci Properties, LLC, on a month-to-month tenancy, commencing on October 1, 2023, for the parking and storage of aircraft. Provided however, that there shall be no further subletting without the prior written consent of the Landlord.

Dated this 7th day of November, 2023.

CITY OF PORTERVILLE
"LESSOR"

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

ATTEST: _____
John D. Lollis, CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney

Re: Hangar rental

Debbie Quatacker [REDACTED]

Thu 10/26/2023 10:40 AM

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

Caution! This message was sent from outside your organization.

[Block sender](#)

Good morning Janie. Mike and I are requesting authorization to sublet hangar #3 on Lot No. 35 and the hangar on Lot No 34 as more specifically set forth in the copies of lease previously provided. Kindldly advise should you need any further information or documentation in this regard.

Best regards,

Debbie Quatacker

Date: Oct 1, 2023
January 24, 2023

Lessors: Mike and Debbie Quatacker
[REDACTED]

Lessee: AM & FM Landucci Properties, LLC
[REDACTED]

Lot No.: Hangar Lot 34F, Porterville Airport

Use of hangar: Storage of aircraft for purposes of maintenance and repair.

Aircraft being stored in hangar: Experimental build N#: Not yet assigned

Term of lease: Month to month tenancy commencing ~~January 15, 2023~~ Oct. 1, 2023

Lease fee: \$450.00 per month commencing October 1, 2023, and continuing on the
First day of each month thereafter during the term of this agreement

Conditions of lease:

Lessee must adhere to all city and county regulations and law that are relevant to the airport environment.

Lessee shall keep the hangar in good condition. If the Lessee damages the hangar, he is fully responsible for full and complete repair of the damage in a timely manner. If the Lessee fails to make repairs in a timely manner the Lessor will make the repairs and bill all charges and cost to the Lessee and may place a lien upon the Lessee's property against these costs.

Lessee is forbidden to make modifications to the hangar or the hangar pad without the Lessor's approval. If Lessee makes modifications without approval, Lessee agrees to pay all costs to restore the changed property to its original condition.

Lessee hereby agrees to defend, indemnify and hold harmless the Lessor from any claims, suits or liability for any activity of the Lessee while using the leased hangar.

The hangar may not be subleased without the Lessors approval in writing.

If the Lessee fails to pay rent in a timely manner, or breaches any of the conditions of this agreement then Lessor has the grounds to evict Lessee. After 15 days from receiving written eviction notice from the Lessor, Lessee forfeits all rights under this agreement and will immediately vacate the leased hangar.

[Signature] 9-27-23
Lessor Date

Quatacker 9-27-23
Lessor Date

[Signature] 9/27/23
Lessee Date

Lessee Date

AIRPORT LEASE SITES



TAXIWAY

TAXIWAY

HANGAR ROAD

HOPE ROAD

THUNDERBOLT DR.

ADMIN.
BLD.

44A 44B 44C

40	41	42	43
36	37	38	39

45

46A 46B 46C 46D

35

47

50

A	B	C	34	D	E	F
---	---	---	----	---	---	---

33

32A B C

31C

31A 31B

30B

30A1 30A2 30A3



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

- SUBJECT:** Consent to Sublet - Lot No. 35 at the Porterville Municipal Airport
- SOURCE:** Finance
- COMMENT:** Michael Quatacker and Debbie Quatacker are the current leaseholders of Lot No. 35 at the Porterville Municipal Airport. They recently contacted staff requesting to sublet their hangar #3 to Derral Bryan. Section 25 of the Lease Agreement states that the lessee shall not sublet the premises without prior written consent of the City. Michael Quatacker and Debbie Quatacker are therefore requesting approval to sublet their hangar #3 located on Lot No. 35 to Derral Bryan, on a month-to-month tenancy, commencing on October 1, 2023. The hangar will be utilized for parking and storage of aircraft.
- RECOMMENDATION:** That the City Council:
1. Authorize the Lessee, Michael Quatacker and Debbie Quatacker, to sublet airport hangar #3 on Lot No. 35 at the Porterville Municipal Airport to Derral Bryan commencing October 1, 2023; and
 2. Authorize the Mayor to sign the City's Consent to Sublet Airport Hangar Lot No. 35 on behalf of the City.
- ATTACHMENTS:**
1. Draft Lessor's Consent to Sublet
 2. Letter of Request dated October 26, 2023
 3. Sublease Rental Agreement
 4. Locator Map
- Appropriated/Funded:**
- Review By:**
- Department Director:
Maria Bemis, Finance Director
- Final Approver: John Lollis, City Manager

**LESSOR'S CONSENT TO SUBLET
AIRPORT HANGAR LOT NO. 35
AT THE PORTERVILLE MUNICIPAL AIRPORT**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Master Lease for Airport Hangar Lot No. 35, hereby consents to the request dated October 26, 2023, made by the Lessee, Michael Quatacker and Debbie Quatacker, to sublet said airport hangar #3 at Lot No. 35 to Derral Bryan, on a month-to-month tenancy, commencing on October 1, 2023, for the parking and storage of aircraft. Provided however, that there shall be no further subletting without the prior written consent of the Landlord.

Dated this 7th day of November, 2023.

CITY OF PORTERVILLE
"LESSOR"

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

ATTEST: _____
John D. Lollis, CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney

Re: Hangar rental

Debbie Quatacker <[REDACTED]>

Thu 10/26/2023 10:40 AM

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

Caution! This message was sent from outside your organization.

[Block sender](#)

Good morning Janie. Mike and I are requesting authorization to sublet hangar #3 on Lot No. 35 and the hangar on Lot No 34 as more specifically set forth in the copies of lease previously provided.

Kindldly advise should you need any further information or documentation in this regard.

Best regards,

Debbie Quatacker

Date: October 1, 2023

Lessors: Mike and Debbie Quatacker
[REDACTED]

Lessee: DERRAL BRYAN
[REDACTED]

Lot No.: Hangar #3 located on Lot 35, Porterville Airport

Use of hangar: Storage of aircraft for purposes of maintenance and repair.

Aircraft being stored in hangar: Beechcraft C-23 N#: N7677R

Term of lease: Month to month tenancy commencing October 1, 2023

Lease fee: \$230.00 per month commencing October 1, 2023, and continuing on the
First day of each month thereafter during the term of this agreement

Conditions of lease:

Lessee must adhere to all city and county regulations and law that are relevant to the airport environment.

Lessee shall keep the hangar in good condition. If the Lessee damages the hangar, he is fully responsible for full and complete repair of the damage in a timely manner. If the Lessee fails to make repairs in a timely manner the Lessor will make the repairs and bill all charges and cost to the Lessee and may place a lien upon the Lessee's property against these costs.

Lessee is forbidden to make modifications to the hangar or the hangar pad without the Lessor's approval. If Lessee makes modifications without approval, Lessee agrees to pay all costs to restore the changed property to its original condition.

Lessee hereby agrees to defend, indemnify and hold harmless the Lessor from any claims, suits or liability for any activity of the Lessee while using the leased hangar.

The hangar may not be subleased without the Lessors approval in writing.

If the Lessee fails to pay rent in a timely manner, or breaches any of the conditions of this agreement then Lessor has the grounds to evict Lessee. After 15 days from receiving written eviction notice from the Lessor, Lessee forfeits all rights under this agreement and will immediately vacate the leased hangar.

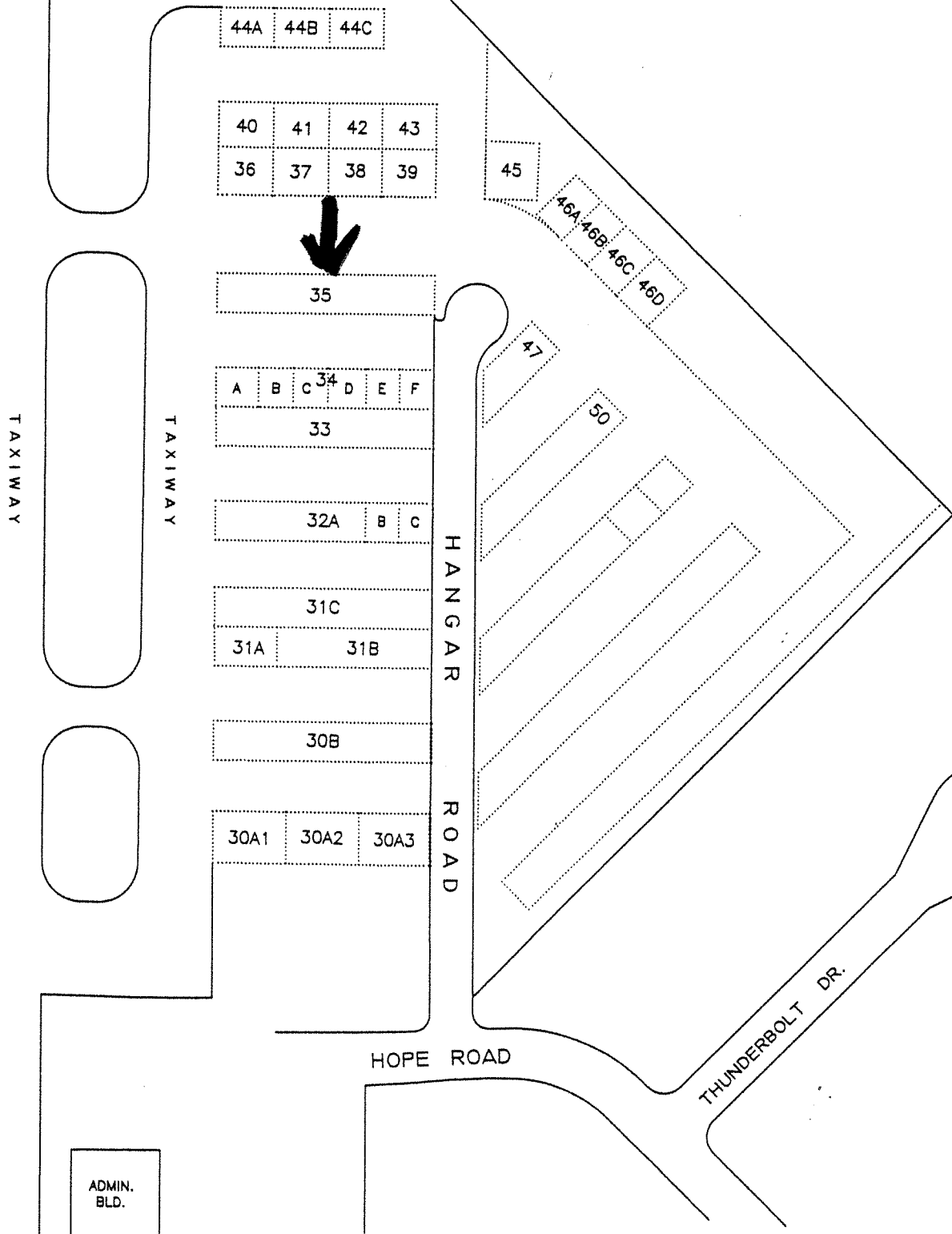
Lessor 10-2-23 Date

Lessor Date

Lessee 10-2-23 Date

Lessee 10-2-23 Date

AIRPORT LEASE SITES





CITY COUNCIL AGENDA – NOVEMBER 7, 2023

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, 2023, are submitted.

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

ATTACHMENTS: 1. Quarterly Financial Status Report - September 30, 2023

Appropriated/Funded:

Review By:

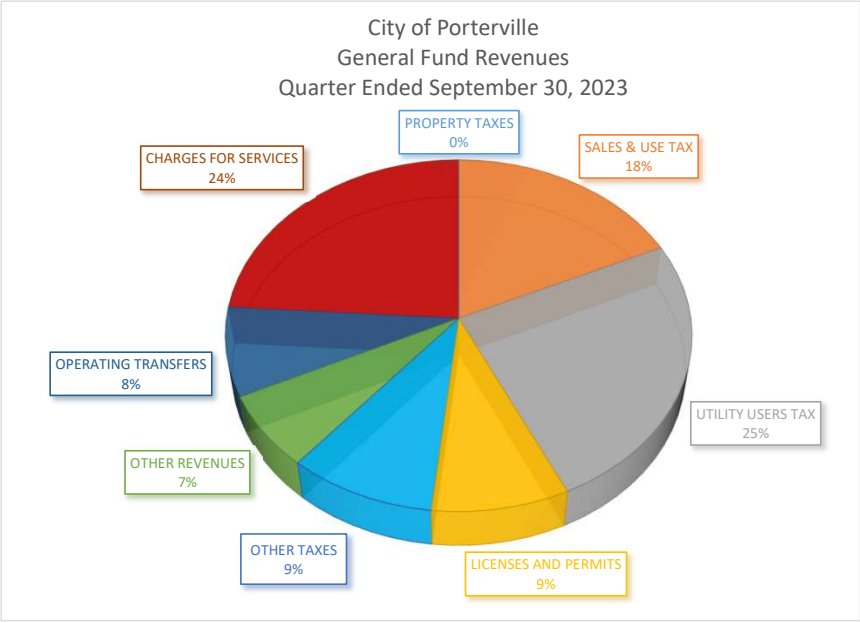
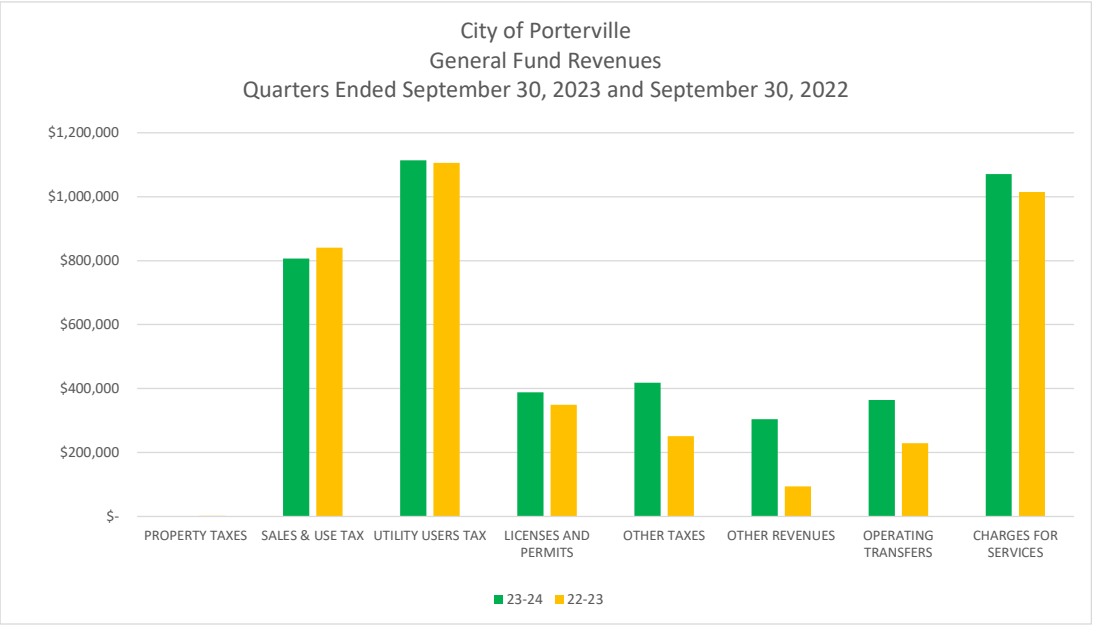
Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

**REVENUE STATUS REPORT - GENERAL FUND
FOR THE QUARTERS ENDED
SEPTEMBER 30, 2023 AND SEPTEMBER 30, 2022**

REVENUE SOURCE	2023-2024 ESTIMATED REVENUE	2023-2024 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2022-2023 ESTIMATED REVENUE	2022-2023 YEAR-TO-DATE REVENUE	% OF ESTIMATE
PROPERTY TAXES	\$ 8,970,000	\$ -	-	\$ 8,373,700	\$ 1,396	0.02%
OTHER TAXES:						
SALES AND USE TAX	8,390,000	736,774	8.78%	8,361,626	798,527	9.55%
UTILITY USERS TAX	5,700,000	1,114,180	19.55%	4,600,000	1,105,740	24.04%
TRANSIENT OCCUPANCY TAX	785,000	-	-	840,000	939	0.11%
PROPERTY TRANSFER TAX	100,000	11,430	11.43%	120,000	-	-
FRANCHISE TAX	1,841,134	250,491	13.61%	1,661,134	250,291	15.07%
SALES TAX - PUBLIC SAFETY	400,000	70,581	17.65%	300,000	42,403	14.13%
PAYMENT IN LIEU OF TAXES	676,084	156,513	23.15%	-	-	-
LICENSES AND PERMITS:						
BUSINESS AND OTHER LICENSES	1,055,000	241,666	22.91%	511,300	202,153	39.54%
CONSTRUCTION PERMITS	655,000	147,131	22.46%	750,000	147,076	19.61%
REVENUE FROM AGENCIES-TAXES:						
VEHICLE LICENSE FEES	65,000	-	-	68,000	-	-
OTHER TAXES	21,000	-	-	22,000	-	-
REVENUE FROM AGENCIES-GRANTS	13,646,311	-	-	167,538	8,502	5.07%
USE OF MONEY AND PROPERTY	622,920	281,508	45.19%	304,000	70,080	23.05%
FINES AND FORFEITURES	24,500	2,171	8.86%	32,500	1,756	5.40%
CHARGES FOR SERVICES:						
PLANNING AND ENGINEERING	123,000	20,683	16.82%	123,000	30,114	24.48%
POLICE	505,000	109,901	21.76%	351,500	29,706	8.45%
FIRE	66,500	132,094	198.64%	40,500	57,065	140.90%
LIBRARY	12,000	4,893	40.78%	10,000	2,861	28.61%
RECREATIONAL	300,521	84,574	28.14%	3,098,755	133,180	4.30%
INTERDEPARTMENTAL	2,500,000	697,687	27.91%	2,600,000	741,620	28.52%
OTHER	77,454	21,043	27.17%	48,636	20,459	42.07%
OTHER REVENUES	153,000	20,251	13.24%	71,000	13,116	18.47%
SUBTOTALS	\$ 46,689,424	\$ 4,103,571	8.79%	\$ 32,455,189	\$ 3,656,983	11.27%
OPERATING TRANSFERS	1,404,053	264,581	18.84%	1,502,140	175,969	11.71%
DEBT SERVICE TRANSFERS	195,300	49,894	25.55%	269,264	53,063	19.71%
TOTALS	\$ 48,288,777	\$ 4,418,046	9.15%	\$ 34,226,593	\$ 3,886,014	11.35%

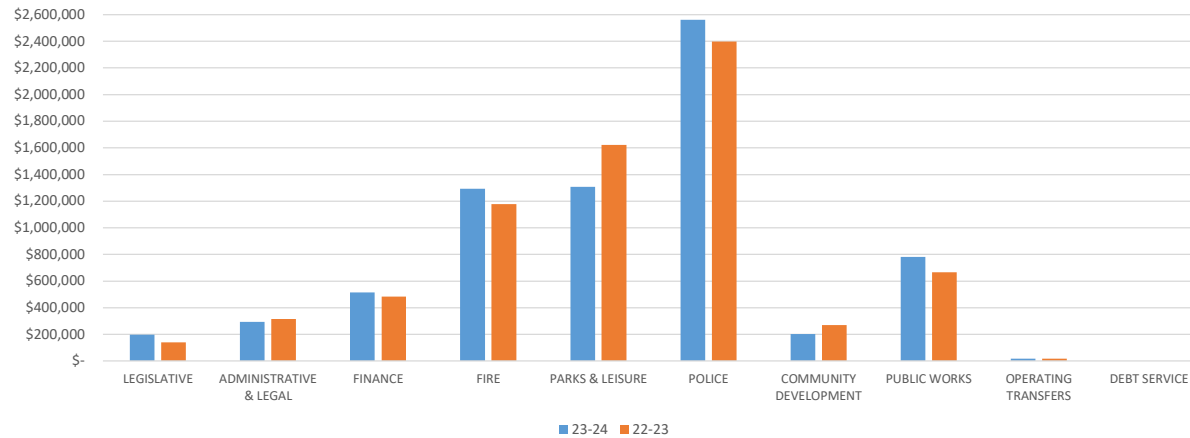


CITY OF PORTERVILLE

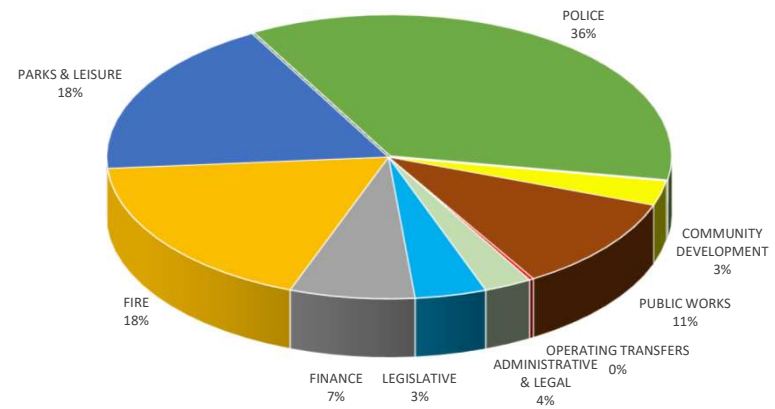
**EXPENDITURE STATUS REPORT - GENERAL FUND
FOR THE QUARTERS ENDED
SEPTEMBER 30, 2023 AND SEPTEMBER 30, 2022**

	2023-2024 AMENDED APPROP	2023-2024 YEAR-TO-DATE EXPEND	% OF APPROP	2022-2023 AMENDED APPROP	2022-2023 YEAR-TO-DATE EXPEND	% OF APPROP
LEGISLATIVE:						
CITY COUNCIL	\$ 288,950	\$ 6,580	2.3%	\$ 222,917	\$ 14,809	6.6%
COMMUNITY PROMOTION	344,333	80,711	23.4%	330,952	63,200	19.1%
EMERGENCY - LIBRARY	272,900	45,846	16.8%	336,105	62,468	18.6%
EMERGENCY - STORMS	135,700	63,314	46.7%	-	-	-
ADMINISTRATIVE & LEGAL:						
CITY MANAGER	487,770	116,374	23.9%	398,209	113,847	28.6%
CITY CLERK	328,130	71,234	21.7%	243,704	46,422	19.0%
HUMAN RESOURCES	458,284	105,715	23.1%	435,747	129,408	29.7%
CITY ATTORNEY	200,000	-	-	225,000	25,100	11.2%
FINANCE:						
FINANCE & ACCOUNTING	1,340,386	277,594	20.7%	1,194,568	250,093	20.9%
INFORMATION SERVICES	678,928	150,387	22.2%	683,476	150,310	22.0%
ADMINISTRATIVE SERVICES	376,694	85,529	22.7%	323,154	84,178	26.0%
POLICE PROTECTION	12,166,426	2,562,859	21.1%	10,958,716	2,398,371	21.9%
FIRE PROTECTION	5,035,134	1,293,837	25.7%	4,661,381	1,177,607	25.3%
COMMUNITY DEVELOPMENT:						
PLANNING & ZONING	808,063	126,887	15.7%	742,784	157,177	21.2%
ECONOMIC DEVELOPMENT	528,208	74,155	14.0%	493,042	112,910	22.9%
PUBLIC WORKS:						
ENGINEERING & BUILDING	1,985,770	440,248	22.2%	1,687,371	376,361	22.3%
STREET MAINTENANCE	665,102	134,366	20.2%	546,410	115,772	21.2%
SIGNALS, SIGNING & STRIPING	391,661	59,599	15.2%	301,459	79,776	26.5%
STREET LIGHTING	637,951	114,505	17.9%	539,518	60,197	11.2%
STORM DRAINS	95,474	20,234	21.2%	92,585	18,491	20.0%
PARKING LOTS	86,951	12,422	14.3%	68,209	16,508	24.2%
PARKS & LEISURE:						
PARK MAINTENANCE & OPERATION	2,789,869	671,135	24.1%	2,624,504	678,113	25.8%
STREET TREES & PARKWAYS	304,479	44,326	14.6%	234,169	50,703	21.7%
COMMUNITY CENTERS	-	-	-	96,217	5,002	5.2%
LEISURE SERVICES	440,937	84,000	19.1%	392,434	99,593	25.4%
LEISURE SERVICES - SPECIAL PROG	449,336	221,962	49.4%	2,953,842	520,632	17.6%
SWIMMING POOL	258,832	123,448	47.7%	173,950	118,972	68.4%
LIBRARY OPERATIONS	873,445	156,589	17.9%	825,889	144,247	17.5%
SPECIAL PROJECTS	37,955	4,937	13.0%	36,506	5,236	14.3%
 SUB TOTALS	 32,467,668	 7,148,793	 22.0%	 31,822,818	 7,075,504	 22.2%
 OPERATING TRANSFERS	 79,000	 17,250	 21.8%	 79,000	 17,250	 21.8%
DEBT SERVICE	1,626,622	-		1,596,469	-	
	<u>\$ 34,173,290</u>	<u>\$ 7,166,043</u>	21.0%	<u>\$ 33,498,287</u>	<u>\$ 7,092,754</u>	21.2%

City of Porterville
General Fund Expenditures
Quarters Ended September 30, 2023 and September 30, 2022



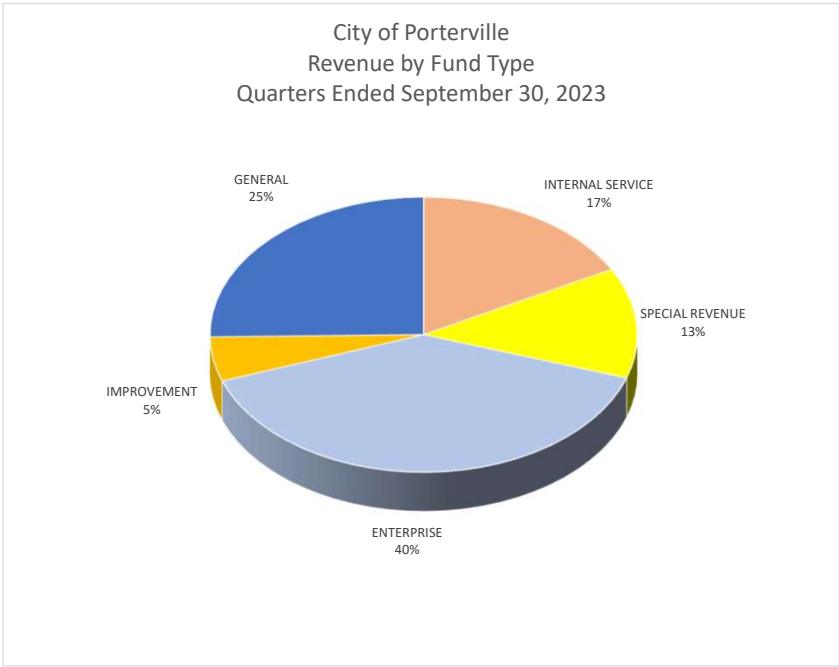
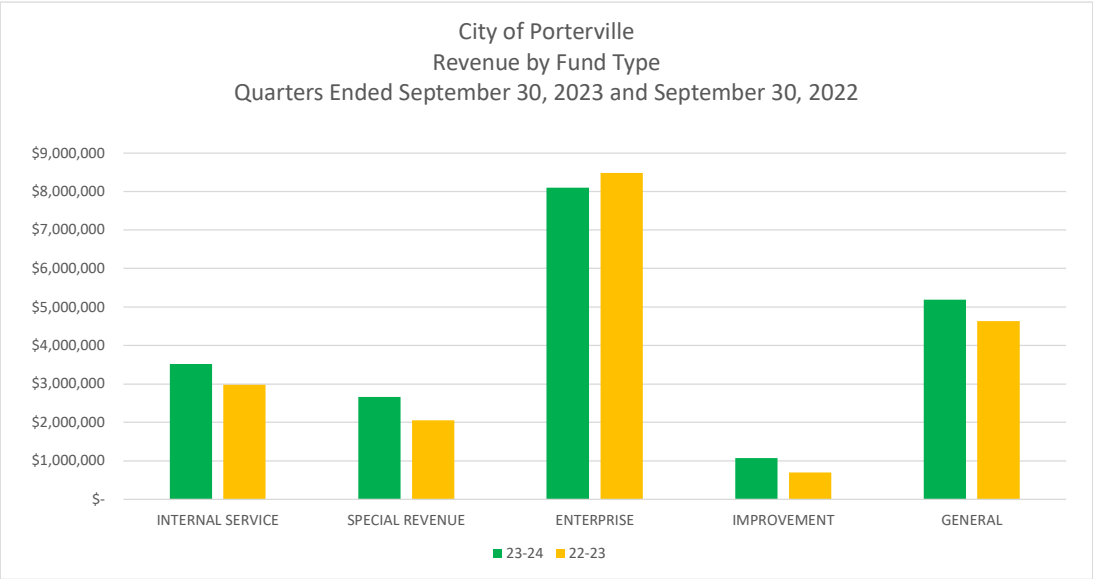
City of Porterville
General Fund Expenditures
Quarter Ended September 30, 2023



CITY OF PORTERVILLE

**REVENUE STATUS REPORT - ALL OTHER FUNDS
FOR THE QUARTERS ENDED
SEPTEMBER 30, 2023 AND SEPTEMBER 30, 2022**

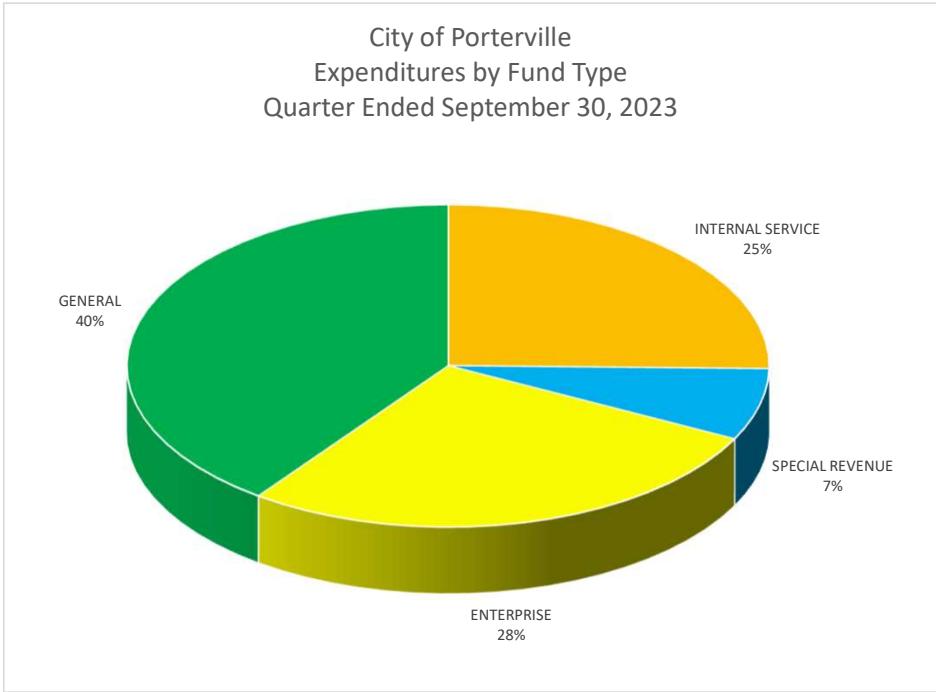
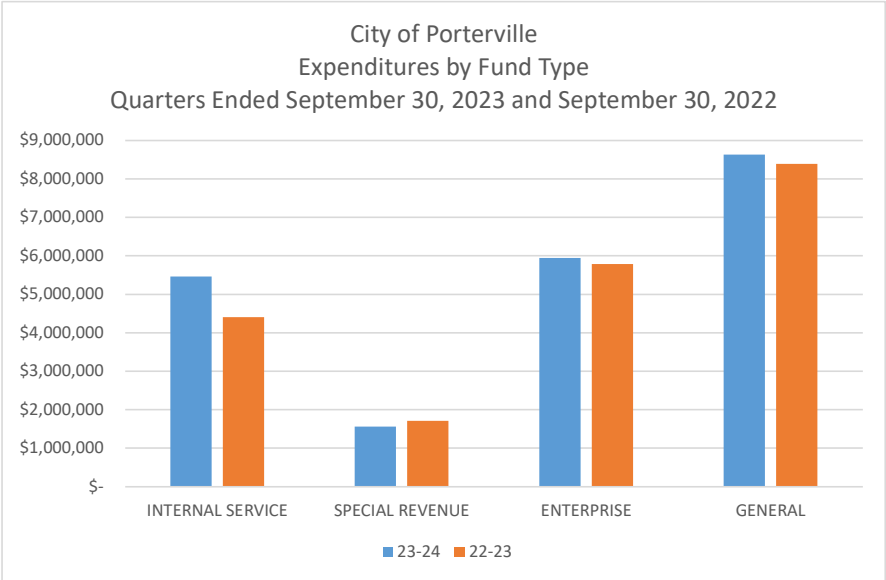
REVENUE SOURCE	2023-2024 ESTIMATED REVENUE	2023-2024 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2022-2023 ESTIMATED REVENUE	2022-2023 YEAR-TO-DATE REVENUE	% OF ESTIMATE
MEASURE H SALES TAX	\$ 5,485,500	\$ 507,943	9.3%	\$ 5,460,597	\$ 501,266	9.2%
MEASURE I SALES TAX	10,974,000	1,086,345	9.9%	10,741,776	977,565	9.1%
AMERICAN RESCUE PLAN ACT	8,308,913	421,384	5.1%	11,113,000	350,665	3.2%
SPECIAL GAS TAX	4,704,338	1,287,473	27.4%	4,757,438	1,106,200	23.3%
LOCAL TRANSPORTATION FUNDS (LTF)	27,290,500	242,686	0.9%	32,849,952	37,420	0.1%
TRAFFIC SAFETY FUND	101,000	15,711	15.6%	100,200	(49,175)	-
ZALUD ESTATE	6,800	905	13.3%	5,650	1,065	18.9%
COMMUNITY DEVELOPMENT BLOCK GRANT	3,170,500	14,727	0.5%	1,851,488	15,661	0.8%
SPECIAL SAFETY GRANTS	881,028	-	-	781,539	30	0.0%
SEWER OPERATING	7,444,900	1,792,555	24.1%	7,378,925	1,820,310	24.7%
REFUSE REMOVAL	6,991,600	1,705,566	24.4%	6,636,466	1,664,688	25.1%
AIRPORT OPERATIONS	1,708,810	572,064	33.5%	2,081,500	512,699	24.6%
GOLF COURSE	250,600	93,210	37.2%	220,900	63,888	28.9%
WATER OPERATING	13,645,000	3,932,714	28.8%	13,246,005	4,417,465	33.3%
RISK MANAGEMENT	9,159,250	2,239,861	24.5%	7,533,016	1,892,364	25.1%
EQUIPMENT MAINTENANCE	4,739,200	1,282,093	27.1%	3,854,200	1,089,472	28.3%
LANDSCAPE MAINTENANCE DISTRICT	177,000	-	-	132,682	-	-
WATER REPLACEMENT	4,012,000	411,503	10.3%	4,540,000	213,831	4.7%
SOLID WASTE RESERVE	961,168	258,169	26.9%	953,070	224,366	23.5%
SEWER REVOLVING	433,000	184,777	42.7%	447,898	90,741	20.3%
TRANSPORTATION DEVELOPMENT	210,000	59,284	28.2%	295,000	34,454	11.7%
PARK DEVELOPMENT	50,100	12,986	25.9%	1,805,100	16,851	0.9%
TREATMENT PLANT RESERVE	1,010,870	217,634	21.5%	992,240	170,382	17.2%
STORM DRAIN DEVELOPMENT	230,000	99,480	43.3%	320,000	38,092	11.9%
BUILDING CONSTRUCTION	2,000	1,175	58.8%	1,000	411	41.1%
TOTALS	\$ 111,948,077	\$ 16,440,245	14.7%	\$ 118,099,642	\$ 15,190,711	12.9%



CITY OF PORTERVILLE

**EXPENDITURE STATUS REPORT - ALL OTHER FUNDS
FOR THE QUARTERS ENDED
SEPTEMBER 30, 2023 AND SEPTEMBER 30, 2022**

	2023-2024 AMENDED APPROP	2023-2024 YEAR-TO-DATE EXPEND	% OF APPROP	2022-2023 AMENDED APPROP	2022-2023 YEAR-TO-DATE EXPEND	% OF ACTUAL
MEASURE H SALES TAX	\$ 4,972,164	\$ 1,126,062	22.6%	\$ 4,457,666	\$ 1,169,614	26.2%
MEASURE I SALES TAX	8,353,246	1,480,563	17.7%	5,881,050	1,310,268	22.3%
AMERICAN RESCUE PLAN ACT	996,454	122,004	12.2%	2,866,987	336,762	11.7%
ZALUD ESTATE	39,480	8,705	22.0%	31,855	7,551	23.7%
COMMUNITY DEVELOPMENT BLOCK GRANT	451,464	49,813	11.0%	190,459	33,138	17.4%
SPECIAL SAFETY GRANTS	947,933	216,123	22.8%	793,549	139,308	17.6%
SEWER OPERATING	6,299,829	1,387,191	22.0%	6,820,260	1,383,775	20.3%
REFUSE REMOVAL	7,427,270	1,675,350	22.6%	6,999,034	1,466,203	20.9%
AIRPORT	1,604,969	466,253	29.1%	1,767,875	382,304	21.6%
GOLF COURSE	562,003	137,289	24.4%	500,496	135,974	27.2%
WATER OPERATING	10,784,741	2,272,771	21.1%	9,454,882	2,406,894	25.5%
RISK MANAGEMENT	9,665,230	4,503,034	46.6%	9,340,626	3,455,360	37.0%
EQUIPMENT MAINTENANCE	4,751,272	959,681	20.2%	3,802,800	949,428	25.0%
LANDSCAPE MAINTENANCE DISTRICT	239,870	41,095	17.1%	222,738	35,731	16.0%
TOTALS	\$ <u>57,095,925</u>	\$ <u>14,445,934</u>	25.3%	\$ <u>53,130,277</u>	\$ <u>13,212,310</u>	24.9%



CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE H
For the Quarters Ended September 30, 2023 and September 30, 2022

	<u>FY 2023-24</u>	<u>FY 2022-23</u>
REVENUES		
Sales Tax - Measure H	\$ 483,792	490,924
Interest	23,495	7,838
Police Services	656	104
Contributions	-	2,400
TOTAL REVENUES	<u>507,943</u>	<u>501,266</u>
EXPENDITURES		
Police Department	440,520	477,759
Fire Department	498,923	542,380
Public Safety Station	58,995	47,901
Library & Literacy	127,624	101,574
TOTAL EXPENDITURES	<u>1,126,062</u>	<u>1,169,614</u>
CAPITAL PROJECTS		
Animal Shelter	-	4,633
TOTAL CAPITAL PROJECTS	<u>-</u>	<u>4,633</u>
REVENUE OVER/(UNDER) EXPENDITURES	\$ <u>(618,119)</u>	\$ <u>(672,981)</u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE I
For the Quarters Ended September 30, 2023 and September 30, 2022

	<u>FY 2023-24</u>	<u>FY 2022-23</u>
REVENUES		
Sales Tax - Measure I	\$ 967,140	\$ 942,107
Interest	119,159	35,252
Police Services	46	206
TOTAL REVENUES	<u>1,086,345</u>	<u>977,565</u>
EXPENDITURES		
Police Department	935,554	866,183
Fire Department	539,292	435,725
Streets Program	5,716	7,938
Litter Abatement Program	-	422
TOTAL EXPENDITURES	<u>1,480,562</u>	<u>1,310,268</u>
CAPITAL PROJECTS		
AC Pavement Repair/Overlay	175,772	22,852
Fire Dept Classroom/Training	-	8,070
Fire Dept Training Grounds Dev	118	-
Fire Station Remodel/Additions	96,250	52,500
Grand Ave Connection between 4th and Henrahan	-	7,155
Medians Restoration Project	-	447
Montgomery Ave Reconstruction - Jaye to H	-	425
Morton Ave Reconstruction	23,462	-
Pavement Management Program	-	1,368
PD Evidence Storage Facilities	-	27,053
Villa St Reconstruction - Olive to Henderson	3,920	-
TOTAL CAPITAL PROJECTS	<u>299,522</u>	<u>119,870</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>\$ (693,739)</u>	<u>\$ (452,573)</u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - ENTERPRISE FUNDS
For the Quarters Ended September 30, 2023 and September 30, 2022

<u>FUND</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>9/30/2023 NET OPERATING PROFIT (LOSS)</u>	<u>9/30/2022 NET OPERATING PROFIT (LOSS)</u>
Zalud Estate	\$ 905	\$ (8,705)	\$ (7,800)	\$ (6,486)
Sewer Operating	\$ 1,792,554	\$ (1,387,191)	\$ 405,363	\$ 436,536
Solid Waste	\$ 1,705,566	\$ (1,675,350)	\$ 30,216	\$ 198,485
Airport	\$ 572,064	\$ (466,253)	\$ 105,811	\$ 130,395
Golf	\$ 93,210	\$ (137,288)	\$ (44,078)	\$ (72,087)
Water Operating	\$ 3,932,714	\$ (2,272,771)	\$ 1,659,943	\$ 2,010,571



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Quarterly Investment Portfolio

SOURCE: Finance

COMMENT: This report reflects the investment portfolio of the City as of September 30, 2023, 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 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, 2023

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
PORTFOLIO SUMMARY AS OF SEPTEMBER 30, 2023

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1006	LOCAL AGENCY INVESTMENT FUND \$	9,031,641	\$ 9,031,641	3.590%	DAILY	DAILY	1
1104	CSJVRMA INVESTMENT FUND	7,388,986	7,128,964	2.010%	DAILY	DAILY	30
866	TULARE COUNTY INVESTMENT POOL	9,921,586	9,921,586	2.930%	DAILY	DAILY	30
CA-01-0026	CALIFORNIA CLASS	15,059,554	15,059,554	5.477%	DAILY	DAILY	1
	CORNERSTONE MAIN PARTNERS, L.P.	2,778,511	2,778,511	2.400%	12/12/2018	11/30/2038	5,540
3130ASJT7	FEDERAL HOME LOAN BANKS	1,000,000	994,570	3.230%	6/29/2022	12/29/2023	90
3130AUGP3	FEDERAL HOME LOAN BANKS, STEPUP	1,000,000	996,460	5.250%	1/26/2023	7/26/2024	300
3134GXF74	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	984,340	3.625%	7/26/2022	7/26/2024	300
3134GXP81	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	984,350	3.820%	8/30/2022	8/28/2024	333
3134GXX66	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	991,580	4.250%	9/23/2022	9/23/2024	359
3130ATFL6	FEDERAL HOME LOAN BANKS	1,000,000	989,810	4.600%	9/30/2022	9/30/2024	366
3130AARM7	FEDERAL HOME LOAN BANKS	1,000,000	946,680	1.550%	2/25/2022	2/25/2025	514
3134GYL42	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	994,090	5.550%	3/1/2023	2/28/2025	517
3130AWN77	FEDERAL HOME LOAN BANKS	1,000,000	994,130	5.550%	7/28/2023	4/25/2025	573
3130ARQ95	FEDERAL HOME LOAN BANKS	1,000,000	963,810	3.030%	4/29/2022	4/28/2025	576
3130AS2Q1	FEDERAL HOME LOAN BANKS	1,000,000	968,600	3.150%	5/23/2022	5/23/2025	601
3134GXUC6	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	968,160	3.400%	5/27/2022	5/23/2025	601
3130AWDL1	FEDERAL HOME LONA BANKS	1,000,000	993,890	5.600%	6/13/2023	6/13/2025	622
3134GXF66	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	974,910	4.000%	8/1/2022	8/1/2025	671
3130ASU98	FEDERAL HOME LOAN BANKS, STEP-UF	1,000,000	979,420	4.000%	8/25/2022	8/25/2025	695
3135GACV1	FEDERAL NATIONAL MORTGAGE ASSO	1,000,000	974,410	4.000%	8/30/2022	8/28/2025	698
3130AX5F1	FEDERAL HOME LOAN BANKS	1,000,000	999,390	5.750%	9/26/2023	9/26/2025	727
3130ATFG35	FEDERAL HOME LOAN BANKS	1,000,000	986,850	5.000%	10/17/2022	10/17/2025	748
3133ENR77	FEDERAL FARM CREDIT BANKS	1,000,000	983,810	4.920%	10/12/2022	1/12/2026	835
3130AQJJ3	FEDERAL HOME LOAN BANKS	1,000,000	921,150	1.250%	1/26/2022	1/26/2026	849
3130AKXB7	FEDERAL HOME LOAN BANKS	2,000,000	1,794,440	0.580%	3/18/2021	2/11/2026	865
3130ALGJ7	FEDERAL HOME LOAN BANKS	975,000	880,327	1.000%	3/23/2021	3/23/2026	905
3133ENR77	FEDERAL FARM CREDIT BANKS	1,000,000	903,860	1.050%	3/25/2021	3/25/2026	907
3130ALS62	FEDERAL HOME LOAN BANKS, STEPUP	1,000,000	910,020	0.750%	3/30/2021	3/30/2026	912
3130AM3R1	FEDERAL HOME LOAN BANKS	1,000,000	899,850	1.000%	4/29/2021	4/29/2026	942
3134GXXF6	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	955,040	3.500%	6/28/2022	6/26/2026	1,000
3130ASD71	FEDERAL HOME LOAN BANKS	1,000,000	955,490	3.200%	6/29/2022	6/29/2026	1,003
3130ANM64	FEDERAL HOME LOAN BANKS	1,000,000	889,910	1.000%	8/26/2021	8/26/2026	1,061
3130ANUN8	FEDERAL HOME LOAN BANKS	2,000,000	1,777,720	1.040%	9/21/2021	9/21/2026	1,087
3130ANUX6	FEDERAL HOME LOAN BANKS	1,000,000	889,910	1.100%	9/28/2021	9/28/2026	1,094
3133ENN89	FEDERAL FARM CREDIT BANKS	1,000,000	979,700	4.870%	11/8/2022	9/28/2026	1,094
3133ENN89	FEDERAL FARM CREDIT BANKS	1,000,000	979,940	4.870%	9/28/2022	9/28/2026	1,094
3130APCH6	FEDERAL HOME LOAN BANKS	1,000,000	890,520	1.125%	9/29/2021	9/29/2026	1,095
3130APDK8	FEDERAL HOME LOAN BANKS	1,000,000	889,750	1.100%	9/30/2021	9/30/2026	1,096
3130APCX1	FEDERAL HOME LOAN BANKS	1,000,000	891,670	1.250%	10/26/2021	10/26/2026	1,122
3130APDQ5	FEDERAL HOME LOAN BANKS	1,000,000	891,500	1.250%	10/28/2021	10/28/2026	1,124
3130APG82	FEDERAL HOME LOAN BANKS	1,000,000	899,230	0.850%	11/2/2021	10/28/2026	1,124
3130APTJ4	FEDERAL HOME LOAN BANKS	1,000,000	888,940	1.250%	11/24/2021	11/24/2026	1,151
3130APU37	FEDERAL HOME LOAN BANKS	1,000,000	890,370	1.300%	11/24/2021	11/24/2026	1,151
3130AQ7F4	FEDERAL HOME LOAN BANKS	1,500,000	1,344,825	1.600%	12/30/2021	12/30/2026	1,187
3130AQ5Q2	FEDERAL HOME LOAN BANKS	2,000,000	1,787,240	1.500%	12/30/2021	12/30/2026	1,187
3134GYD74	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	981,970	5.000%	1/26/2023	1/26/2027	1,214
3133ENN81	FEDERAL FARM CREDIT BANKS	2,000,000	1,800,400	1.860%	2/8/2022	2/8/2027	1,227
3130AQRH8	FEDERAL HOME LOAN BANKS	1,000,000	903,220	2.000%	2/25/2022	2/25/2027	1,244
3130ARA76	FEDERAL HOME LOAN BANKS	2,000,000	1,817,820	2.250%	3/30/2022	3/30/2027	1,277
3130ARU74	FEDERAL HOME LOAN BANKS	1,000,000	939,440	3.375%	5/17/2022	5/17/2027	1,325
3130ARUX7	FEDERAL HOME LOAN BANKS	1,000,000	948,780	3.750%	5/19/2022	5/19/2027	1,327
3133EN3Y4	FEDERAL FARM CREDIT BANKS	1,000,000	982,690	5.330%	12/14/2022	6/14/2027	1,353
3130ASD63	FEDERAL HOME LOAN BANKS	1,000,000	936,520	3.250%	6/28/2022	6/28/2027	1,367
3130ASFQ7	FEDERAL HOME LOAN BANKS	1,000,000	954,430	4.000%	6/29/2022	6/29/2027	1,368
3130ASPE3	FEDERAL HOME LOAN BANKS	1,000,000	961,320	4.300%	7/28/2022	7/28/2027	1,397
3133ENL32	FEDERAL FARM CREDIT BANKS	1,000,000	958,660	4.230%	9/8/2022	9/8/2027	1,439
3134GX3K8	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	980,170	5.250%	10/20/2022	10/20/2027	1,481
3134GY5W8	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	990,670	5.250%	12/16/2022	12/16/2027	1,538
3130AV6T4	FEDERAL HOME LOAN BANKS	1,000,000	987,450	5.750%	3/27/2023	3/27/2028	1,640
3134GYUG5	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	988,220	6.000%	7/6/2023	7/6/2028	1,741
3130AWTM2	FEDERAL HOME LOAN BANKS	1,000,000	986,350	5.900%	8/9/2023	8/9/2028	1,775

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
06747PML0	BARCLAYS BANK	1,000,000	994,140	3.000%	3/17/2020	10/17/2023	17
48133DN55	JP MORGAN CHASE FINL CO	2,000,000	1,960,700	4.050%	7/29/2022	7/29/2024	303
13605WWW7	CANADIAN IMPERIAL BANK	1,000,000	938,880	2.500%	4/28/2020	4/10/2025	558
89236TKC8	TOYOTA MOTOR CRD CORP	1,000,000	973,140	3.950%	9/8/2022	6/30/2025	639
17298CK64	CITIGROUP INC	1,000,000	906,050	1.000%	8/28/2020	8/28/2025	698
06748XQR5	BARCLAYS BANK	1,000,000	953,781	4.500%	9/12/2022	3/12/2026	894
89114TK84	TORONTO DOMINION BANK	2,000,000	1,757,886	1.050%	6/16/2021	3/16/2026	898
06368EWM0	BANK OF MONTREAL	2,000,000	1,766,618	1.220%	3/17/2021	3/17/2026	899
06048WV56	BANK OF AMERICA	1,000,000	944,530	4.000%	5/5/2022	5/5/2026	948
17290A3E8	CITIGROUP INC	1,000,000	880,620	1.250%	7/1/2021	7/1/2026	1,005
90279GH44	UBS	1,000,000	972,930	5.650%	7/31/2023	7/31/2026	1,035
38150AHV0	GOLDMAN SACHS GROUP INC	1,000,000	867,670	1.400%	9/30/2021	9/30/2026	1,096
06048WZ29	BANK OF AMERICA CORP	1,000,000	991,570	6.000%	10/20/2022	10/20/2027	1,481
78014RKF6	ROYAL BANK OF CANADA	1,000,000	967,561	5.450%	1/18/2023	1/18/2028	1,571
61766YMT5	MORGAN STANLEY FIN	1,000,000	953,830	5.150%	1/20/2023	1/20/2028	1,573
92891CBK7	CERTIFICATE OF DEPOSIT	249,000	248,763	3.350%	10/16/2018	10/16/2023	16
474067AQ8	CERTIFICATE OF DEPOSIT	249,000	248,711	3.350%	10/19/2018	10/19/2023	19
59452WAE8	CERTIFICATE OF DEPOSIT	249,000	248,465	3.450%	11/9/2018	11/9/2023	40
61760ASL4	CERTIFICATE OF DEPOSIT	245,000	244,287	3.550%	11/26/2018	11/24/2023	55
635573AL2	CERTIFICATE OF DEPOSIT	245,000	243,831	3.400%	12/26/2018	12/21/2023	82
05465DAK4	CERTIFICATE OF DEPOSIT	249,000	244,421	1.850%	3/26/2020	3/26/2024	178
14042RSH5	CERTIFICATE OF DEPOSIT	245,000	240,850	3.300%	6/29/2022	7/1/2024	275
15118RRHS	CERTIFICATE OF DEPOSIT	249,000	240,502	1.850%	8/30/2019	8/30/2024	335
938828BM1	CERTIFICATE OF DEPOSIT	249,000	240,835	2.000%	8/30/2019	8/30/2024	335
98970LC43	CERTIFICATE OF DEPOSIT	243,000	242,298	5.400%	3/31/2023	9/27/2024	363
23204HLJ5	CERTIFICATE OF DEPOSIT	250,000	246,913	4.500%	10/26/2022	10/28/2024	394
12547cak4	CERTIFICATE OF DEPOSIT	250,000	246,467	4.600%	2/24/2023	2/24/2025	513
654062LB2	CERTIFICATE OF DEPOSIT	250,000	244,483	4.100%	9/28/2022	3/28/2025	545
02589AC34	CERTIFICATE OF DEPOSIT	250,000	238,887	2.550%	4/17/2022	4/7/2025	555
02589AC34	CERTIFICATE OF DEPOSIT	250,000	238,973	3.050%	7/25/2022	7/25/2025	664
06740KQZ3	CERTIFICATE OF DEPOSIT	250,000	240,080	3.300%	7/27/2022	7/28/2025	667
20825WAZ3	CERTIFICATE OF DEPOSIT	249,000	239,282	3.400%	8/15/2022	8/15/2025	685
795451CD3	CERTIFICATE OF DEPOSIT	240,000	230,352	3.350%	8/24/2022	8/25/2025	695
06168LAB4	CERTIFICATE OF DEPOSIT	244,000	237,385	4.150%	10/12/2022	10/14/2025	745
693963AB6	CERTIFICATE OF DEPOSIT	249,000	242,419	4.200%	10/14/2022	10/14/2025	745
178180GQ2	CERTIFICATE OF DEPOSIT	244,000	240,579	4.850%	11/9/2022	11/10/2025	772
05580AM92	CERTIFICATE OF DEPOSIT	248,000	232,039	2.750%	4/22/2022	4/22/2026	935
60425SKA6	CERTIFICATE OF DEPOSIT	249,000	242,611	4.400%	4/24/2023	4/24/2026	937
86158BA6	CERTIFICATE OF DEPOSIT	249,000	244,311	4.700%	6/30/2023	6/30/2026	1,004
02007GWJ8	CERTIFICATE OF DEPOSIT	246,000	231,535	3.150%	7/21/2022	7/21/2026	1,025
682325DH5	CERTIFICATE OF DEPOSIT	250,000	245,910	4.800%	4/6/2023	10/6/2026	1,102
87165FE42	CERTIFICATE OF DEPOSIT	249,000	218,779	1.100%	11/12/2021	11/12/2026	1,139
07181JAU8	CERTIFICATE OF DEPOSIT	249,000	246,338	5.000%	11/22/2022	11/23/2026	1,150
14042TEH6	CERTIFICATE OF DEPOSIT	249,000	219,284	1.250%	12/8/2021	12/8/2026	1,165
89235MMH1	CERTIFICATE OF DEPOSIT	249,000	219,264	1.250%	12/9/2021	12/9/2026	1,166
052392CH8	CERTIFICATE OF DEPOSIT	248,000	244,999	4.950%	12/16/2022	12/16/2026	1,173
25844MAN8	CERTIFICATE OF DEPOSIT	247,000	239,953	4.400%	1/18/2023	1/19/2027	1,207
856285F63	CERTIFICATE OF DEPOSIT	246,000	219,602	1.800%	1/31/2022	2/1/2027	1,220
70962LBE1	CERTIFICATE OF DEPOSIT	249,000	221,010	1.700%	2/18/2022	2/18/2027	1,237
011852AD2	CERTIFICATE OF DEPOSIT	248,000	243,102	4.700%	3/8/2027	3/8/2027	1,255
02589ABQ4	CERTIFICATE OF DEPOSIT	245,000	219,601	2.000%	3/9/2022	3/9/2027	1,256
39573LDA3	CERTIFICATE OF DEPOSIT	245,000	220,064	2.100%	3/15/2022	3/15/2027	1,262
58404DNW7	CERTIFICATE OF DEPOSIT	248,000	227,736	2.800%	4/29/2022	4/29/2027	1,307
254673D94	CERTIFICATE OF DEPOSIT	246,000	229,073	3.200%	5/18/2022	5/19/2027	1,327
07371C6Y0	CERTIFICATE OF DEPOSIT	246,000	227,242	3.000%	6/15/2022	6/9/2027	1,348
38150VCG2	CERTIFICATE OF DEPOSIT	246,000	227,208	3.000%	6/15/2022	6/15/2027	1,354
50625LBN2	CERTIFICATE OF DEPOSIT	249,000	231,911	3.250%	6/15/2022	6/15/2027	1,354
472312AA5	CERTIFICATE OF DEPOSIT	249,000	244,050	4.700%	6/29/2023	6/29/2027	1,368
88413QDN5	CERTIFICATE OF DEPOSIT	245,000	228,217	3.300%	8/19/2022	8/19/2027	1,419
89789AAG2	CERTIFICATE OF DEPOSIT	248,000	243,082	4.700%	3/10/2023	9/10/2027	1,441
32022RSY4	CERTIFICATE OF DEPOSIT	249,000	232,519	3.400%	9/14/2022	9/14/2027	1,445
52470QBV5	CERTIFICATE OF DEPOSIT	249,000	233,348	3.500%	9/23/2022	9/23/2027	1,454
530520AB1	CERTIFICATE OF DEPOSIT	249,000	240,728	4.400%	1/17/2023	1/17/2028	1,570
61690U4M9	CERTIFICATE OF DEPOSIT	250,000	241,203	4.400%	4/20/2023	4/20/2028	1,664
00224TAP1	CERTIFICATE OF DEPOSIT	249,000	241,630	4.550%	4/28/2023	4/28/2028	1,672
67054NBJ1	CERTIFICATE OF DEPOSIT	249,000	246,067	4.700%	5/30/2023	5/30/2028	1,704

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
29669XAT5	CERTIFICATE OF DEPOSIT	248,000	244,766	5.000%	9/20/2023	9/20/2028	1,817
00782JAC6	CERTIFICATE OF DEPOSIT	248,000	244,744	5.000%	9/27/2023	9/27/2028	1,824
1204	CERTIFICATE OF DEPOSIT	249,000	249,000	4.000%	4/24/2023	4/24/2025	572
1282	CERTIFICATE OF DEPOSIT	250,000	250,000	4.760%	6/21/2023	6/21/2025	630
1283	CERTIFICATE OF DEPOSIT	250,000	250,000	4.690%	5/12/2023	6/12/2024	256
1285	CERTIFICATE OF DEPOSIT	250,000	250,000	3.900%	4/29/2023	4/29/2028	1,673
1286	CERTIFICATE OF DEPOSIT	250,000	250,000	4.950%	6/25/2023	6/25/2025	634
1303	CERTIFICATE OF DEPOSIT	250,000	250,000	1.100%	4/16/2021	4/16/2024	199
1309	CERTIFICATE OF DEPOSIT	249,000	249,000	1.800%	2/14/2022	2/14/2027	1,233
1311	CERTIFICATE OF DEPOSIT	250,000	250,000	3.200%	6/23/2022	6/23/2027	1,362
1314	CERTIFICATE OF DEPOSIT	249,000	249,000	2.000%	7/21/2022	7/20/2024	294
1316	CERTIFICATE OF DEPOSIT	263,679	263,679	2.750%	10/6/2022	4/6/2024	189
1317	CERTIFICATE OF DEPOSIT	249,000	249,000	4.500%	12/13/2022	12/13/2027	1,535
1324	CERTIFICATE OF DEPOSIT	249,000	249,000	3.350%	1/11/2019	1/11/2024	103
1326	CERTIFICATE OF DEPOSIT	286,416	286,416	3.500%	1/29/2019	1/29/2024	121
1327	CERTIFICATE OF DEPOSIT	245,000	245,000	3.500%	2/28/2019	2/28/2024	151
1328	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	3/22/2019	3/22/2024	174
1329	CERTIFICATE OF DEPOSIT	249,000	249,000	3.210%	4/9/2019	10/9/2023	9
1330	CERTIFICATE OF DEPOSIT	248,960	248,960	3.200%	5/24/2019	5/24/2024	237
1331	CERTIFICATE OF DEPOSIT	249,000	249,000	3.100%	5/7/2019	5/7/2024	220
1332	CERTIFICATE OF DEPOSIT	249,000	249,000	3.200%	6/4/2019	6/4/2024	248
1334	CERTIFICATE OF DEPOSIT	250,000	250,000	3.050%	7/31/2019	7/31/2024	305
1335	CERTIFICATE OF DEPOSIT	249,000	249,000	2.810%	9/11/2019	9/11/2024	347
1336	CERTIFICATE OF DEPOSIT	249,000	249,000	2.800%	9/17/2019	9/17/2024	353
1337	CERTIFICATE OF DEPOSIT	249,000	249,000	2.700%	11/1/2019	11/1/2024	398
1338	CERTIFICATE OF DEPOSIT	273,792	273,792	2.720%	10/15/2019	10/15/2024	381
1339	CERTIFICATE OF DEPOSIT	269,459	269,459	2.250%	12/26/2019	12/26/2024	453
1340	CERTIFICATE OF DEPOSIT	249,000	249,000	2.400%	12/5/2019	12/5/2024	432
1341	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/8/2020	1/8/2025	466
1342	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/17/2020	1/17/2025	475
1343	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/24/2020	1/24/2025	482
1344	CERTIFICATE OF DEPOSIT	249,000	249,000	1.100%	11/18/2020	11/18/2023	49
1345	CERTIFICATE OF DEPOSIT	256,871	256,871	3.150%	6/9/2022	6/9/2027	1,348
1346	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	6/21/2022	6/21/2027	1,360
1347	CERTIFICATE OF DEPOSIT	249,000	249,000	3.320%	7/21/2022	7/21/2027	1,390
1348	CERTIFICATE OF DEPOSIT	249,000	249,000	3.200%	7/20/2022	7/20/2027	1,389
1349	CERTIFICATE OF DEPOSIT	249,000	249,000	3.100%	8/30/2022	3/1/2026	883
1350	CERTIFICATE OF DEPOSIT	249,000	249,000	3.800%	10/28/2022	10/28/2025	759
1351	CERTIFICATE OF DEPOSIT	249,000	249,000	4.500%	11/28/2022	11/28/2024	425
1352	CERTIFICATE OF DEPOSIT	249,000	249,000	4.650%	11/28/2022	11/28/2023	59
1353	CERTIFICATE OF DEPOSIT	249,000	249,000	5.150%	12/12/2022	12/12/2027	1,534
1354	CERTIFICATE OF DEPOSIT	249,000	249,000	4.000%	12/22/2022	12/22/2025	814
1355	CERTIFICATE OF DEPOSIT	249,000	249,000	4.500%	2/2/2023	2/2/2024	125
1356	CERTIFICATE OF DEPOSIT	249,000	249,000	4.700%	4/3/2023	4/3/2026	916
1357	CERTIFICATE OF DEPOSIT	249,000	249,000	4.200%	4/12/2023	4/12/2028	1,656
1358	CERTIFICATE OF DEPOSIT	249,000	249,000	4.140%	4/25/2023	4/25/2027	1,303
1359	CERTIFICATE OF DEPOSIT	249,000	249,000	5.000%	6/16/2023	6/16/2025	625
1360	CERTIFICATE OF DEPOSIT	249,000	249,000	4.400%	6/2/2023	6/1/2028	1,706
1361	CERTIFICATE OF DEPOSIT	249,000	249,000	4.950%	9/13/2023	4/13/2025	561
TOTALS		\$ 149,598,455	\$ 144,040,821				
WEIGHTED AVERAGE RATE OF EARNINGS				% OF LIQUID		WEIGHTED	
ONE YEAR HISTORY				CURRENT	PORTFOLIO	AVERAGE	
9/30/2022	12/31/2022	3/31/2023	6/30/2023	9/30/2023	HOLDINGS	DAYS TO	
2.095%	2.622%	2.988%	3.187%	3.347%	27.675%	MATURITY	
						763	

Comments:

Portfolio holdings as of September 30, 2023, are in compliance with the current Investment Policy. With 27.675% 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 fourth calendar quarter ending December 31, 2023, and will be presented during the February 6, 2024 Council meeting.



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Approval of Community Civic Event - Tule River Tribe - Tule River Veterans Powwow Overnight Camping - November 10 - 12, 2023

SOURCE: Finance

COMMENT: The Tule River Tribe is holding its annual Tule River Veterans Powwow at the Eagle Mountain Casino Event Center and is requesting approval to allow overnight camping for participants from Friday, November 10th to Sunday, November 12th, 2023 at the Porterville Sports Complex. Camping is proposed to begin on Friday at 5:00 P.M. and conclude on Sunday at 5:00 P.M., and would not interfere with scheduled City sports activities. At its meeting on July 18, 2023, the City Council acted to serve as a Platinum Sponsor (\$5,000) for this year's event.

This request is made under the Community Civic Events Ordinance No. 1326, as amended. The Application has been routed according to the Ordinance regulations and reviewed by all City Departments involved. All requirements and restrictions are listed on the attached Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

RECOMMENDATION: That the City Council approve the Community Civic Event Application submitted by the Tule River Tribe to use the Porterville Sports Complex for overnight camping during the Tule River Veterans Powwow on November 10th through November 12th, 2023, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

ATTACHMENTS: 1. CCE - Application and Agreement, Map, Exhibit A, Exhibit B, Exhibit C, and Certificate of Liability Insurance

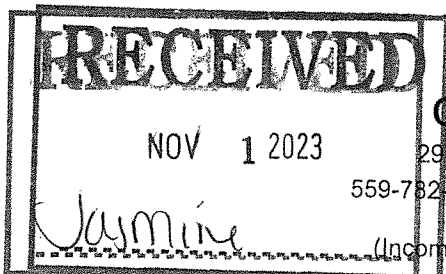
Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

Item No.



CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 11-23 Event date: 11-10-12-2023
Event time: 5pm Friday - 5pm Sun

Name of Event: Tule River Powwow Camping

Sponsoring organization: Tule River Tribe Phone # 559 202 2914

Address: 291 Main St

Authorized representative: Phone #

Address:

Event chairperson: Adam Christman Phone # 559 202 7914

Paul Brown 559 789-5016

Location of event Eagle Mtn Casino Sports complex

(Location map must be attached)

Description of event: Camping use @ sports complex
Powwow

Purpose of event: Camping

Non-profit organization status:

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): NA Street sweeping Yes ☐ No ☒

Police protection Yes ☐ No ☒ Refuse pickup Yes ☐ No ☒

Other:

Parks facility application required: Yes ☐ No ☐ Attached ☐

Assembly permit required: Yes ☐ No ☐ Attached ☐

STAFF COMMENTS (list special requirements or conditions for event):

Appr. Deny

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Risk Manager	_____

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted NO LESS THAN 30 DAYS PRIOR to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. The City of Porterville shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department with the application. The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than two million dollars (\$2,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. Claims-made policies are not acceptable.

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Tule River Powwow Committee	BOB	11.1.23
(Name of Organization)	(Signature)	(Date)

CITY OF PORTERVILLE

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY

Name of event: NA Tule River Powwow

Sponsoring organization: False City of Porterville

Location: Sports Complex Event date: 11-10 to 11-12 Event time: 5pm - 5pm

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN TWO WEEKS PRIOR TO THE EVENT.**

[illegible]

Municipal Code 15-20(E) Community Civic Events (16): Business License Fees. Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm, concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16. The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: NA Tule River Powwow

Sponsoring organization: City of Porterville

Event date: 11-10 to 11-12-2023 Hours: Fri - 5pm - 5pm Sun

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Street Name	Closed		Activity
	From which Street	To which Street	

NA

Sidewalks

From which sidewalk

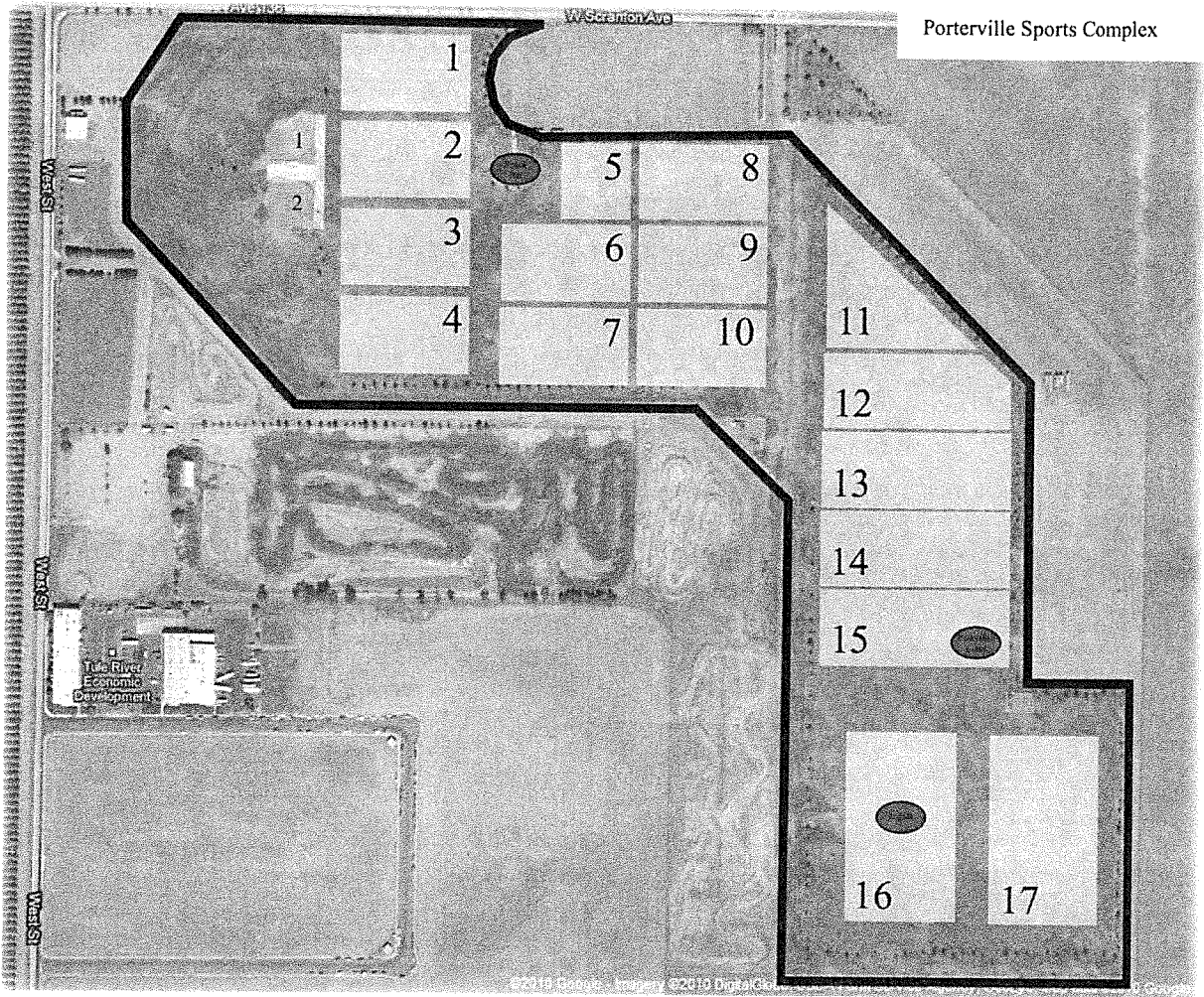
To which sidewalk

Activity

Parking lots and spaces

Location

Activity



Requirements for Community Civic Event

City of Porterville

Tule River Powwow Camping

November 10-12, 2023

City Engineer: <i>D. Cervantez</i>	No comments.
Community Development Director: <i>J. Ridenour</i>	No comments.
Public Works Director: <i>M. Knight</i>	No comments.
Fire Marshal: <i>C. Dignam</i>	Tents for personal use like camping, sleeping, changing, etc. are not regulated by the code. Tents, canopies, tarps and other structures associated with a commercial use such as food, display, vendors, etc. shall comply with spacing requirements, fire extinguishers, and fire resistance ratings. Between each area shown on the map, 1-17, there shall be a minimum twenty foot (20') clearly identified and unobstructed aisle for ingress and egress of emergency vehicles. Please see Exhibit C.
Parks and Leisure Services Director: <i>D. Moore</i>	Parks will coordinate with event chairperson the logistics at the Sports Complex.
Police Lieutenant: <i>M. Azevedo</i>	Please see Exhibit B.
Deputy City Manager: <i>P. Hildreth</i>	Risk management requires evidence of \$2M in general commercial liability coverage naming the City of Porterville as an additional insured. The certificate must also include the endorsement page reflecting same.

Field Services Superintendent:
B. Spry

No comments.

Field Services Superintendent – Streets:
J. Baeza

No comments.

Requirements for Community Civic Event

Sponsor: City of Porterville
Event: Tule River Powwow Camping
Event Chairman: Adam Christian
Location: Sports Complex, Porterville CA
Date of Event: November 10-12, 2023

RISK MANAGEMENT: Conditions of Approval

That Tule River Powwow provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

- A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

**CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application**

**Tule River Pow Wow Camping
November 10-12 2023
Porterville Sports Complex**

Proposed Conditions/Requirements for Event:

- At conclusion of event, event organizers shall ensure the park is promptly cleared of any equipment, booths, or waste
- Event organizers should contact the Patrol Watch Commander (Lieutenant Gurule, Lieutenant Hatch, or Lieutenant Ortiz) to discuss any potential policing needs. They can be reached at (559) 782-7410 or (559) 782-7417.

Mark Azevedo, Lieutenant
Porterville Police Department



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

These standards apply to individual tents, temporary structures, or membrane structures less than 200 square feet in area, and canopies less than 400 square feet in area used as outdoor carnival and fair booths.

A permit is required before any tent or membrane structure larger than 400 square feet can be erected. (California Fire Code 3103.2)

Tents and membrane structures having an area in excess of 400 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the building official and fire code official.

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Tents open on all sides which comply with all the following:
 - a. Individual tents having a maximum size of 700 square feet.
 - b. Aggregate area of multiple tents placed side by side without 12 feet clearance, not exceeding 700 square feet total.
 - c. A minimum clearance of 12 feet to all structures and other tents.

Definitions

Cooking Booth – Booth where food is prepared by a heating or cooking process such as, but not limited to, grilling, frying, barbecuing, flambe', deep fat frying, baking, warming, or boiling. **Deep fat frying** – Any cooking operation or process whereby the product floats or is submerged in hot oil during the cooking process.

Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

- All fabrics or membranes covering cooking booths shall be California State Fire Marshal certified flame retardant and be labeled as such.
- Decorative materials shall be inherently fire resistive or shall be treated with a fire-retardant spray.
- Flooring materials used within cooking booths and cooking equipment shall be non-combustible or California State Fire Marshal certified fire-retardant. (*Exception 3/8" plywood or similar material.*)
- Each cooking booth shall have at least one exit-way, a minimum 3' wide and 6'8" high. Booth frames shall not obstruct exit paths.
- Cooking booths shall have a minimum clearance of 10' on at least two sides with clearance of at least 10' from any vendor booth.
- Minimum 12' separation required between cooking booths with an aggregate size of 400 sq.ft. with sides, or 700 sq.ft. without sides.

Cooking Equipment

- All interior cooking equipment shall be of an approved type, and open-flame cooking shall be located a minimum of 18" from booth back/side drop materials.
- Compressed gas (butane, propane, or natural) equipment shall conform to the following:
 - Shut off valves shall be provided at each fuel source;
 - Cooking appliances shall have an ON-OFF valve located far enough away from the appliance to be safely shut off in case of fire;
 - Manufactured cooking appliances shall be equipped with a Thermocouple Valve to shut off fuel if flame is extinguished;
 - The booth operator shall test all connections for leaks with soap and water solution;
 - Fuel tanks shall be protected from damage and secured in an upright position;
 - Hoses shall be of a type approved for use with the equipment and fuel type;
 - Tanks not in use shall be turned off;
 - Extra fuel tanks shall not be stored in booths;
 - Unused fuel cylinders shall be stored in a secured position.



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Wood, Charcoal (Solid Fuels) Cooking

- Use only an electric starter or commercially sold lighter fluid.
- Charcoal cooking and storage of lighter fluid is prohibited inside booths.
- Charcoal cooking shall be located a minimum of ten **10'** away from booths and in areas away from public access.
- Charcoal cooking shall be located at least ten **10'** away from combustible structures and parked vehicles.
- Coals shall be disposed of in metal containers with lids approved by the Fire Marshal.

Deep Fat Frying, Flambé, and Wok

- Deep fat frying, flambé, and wok shall be located **no closer than 18"** from any combustible material.
- Cooking areas shall not be accessible to the public.
- Deep fat frying equipment shall be equipped with a temperature regulating device or other method of regulating temperatures approved by the Fire Marshal.
- Separation shall be maintained with a minimum of **3'** clearance between deep fat frying and flambé or open flame cooking.

Vendor Booth Construction and Location

- Each vendor booth shall have at least one exit-way, a minimum of **3'** wide by **6'8"** high. Booth frames shall not obstruct exit paths.
- Vendor booths shall have a minimum clearance of **20'** on at least one side, with clearance of at least **10'** from any cooking booth.

Electrical Power

- Generators shall be placed only in locations approved for festival use.
- Generators shall not be refueled during event hours. Extra fuel shall not be stored during event hours.
- Smoking and open flames shall be prohibited within **25'** of refueling operations.
- Extension cords shall be of a grounded type and approved for exterior use.

Fire Extinguishers

- Each cooking booth shall be equipped with a fire extinguisher with a minimum rating of **2A: 10BC**. Booths with deep fat frying or flambé cooking shall be equipped with an extinguisher rated for **class "K" fires**.
- Cooking booths shall be equipped with visible and accessible fire extinguishers mounted adjacent to the exit.
- For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of **2A: 10BC** shall not exceed **75'**.
- Each generator shall be provided with a fire extinguisher with a minimum **40BC** rating. The extinguisher shall be located near the generator and accessible at all times.
- All fire extinguishers shall be serviced and tagged annually by a State-licensed contractor.

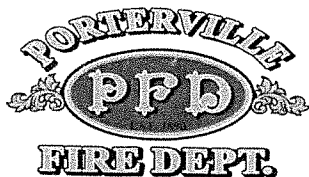
Miscellaneous

- The Porterville Fire Department shall be provided with a site plan showing emergency access.
- All booths are subject to inspection by the Fire Department and any discrepancies will require immediate action.
- All cooking areas shall be cleaned regularly to prevent the build-up of grease.
- There shall be a competent adult in cooking booths at all times to ensure safety.
- Seating shall be a minimum of **15'** from booths with open flame devices or cooking appliances.
- The Fire Department shall be provided with a telephone number of the responsible party to contact in case of emergency on a 24 hour basis.

Fire Safety Tips

- Know where fire extinguishers are and how to use them.
- Do not leave cooking unattended.
- Do not wear loose-fitting clothing while cooking.
- Remove trash accumulation regularly.
- Keep combustible materials away from heat sources.
- **In case of an emergency dial 9-1-1.**

The attached "Food Booth Vendor Agreement" must be on site at all times and presented upon request of any Porterville Fire Department Personnel.



Cooking Booth Vendor Agreement

Booth/Space # _____ Business Name _____
On Site Contact Name _____ Contact Phone # _____

Cooking Booth Construction and Location

1. Tents, canopies, and decorative material shall be inherently flame-resistive and proof of certification shall be on site at all times.
2. Cooking booth floors may be concrete, asphalt, or plywood over grass and dirt.
3. An emergency access of 36" shall be maintained between the back of each cooking booth and any fencing at all times. **NO EXCEPTIONS.**

Cooking Equipment

1. Cooking with charcoal, wood, or other solid fuel shall be located a minimum of 10' away from booths, canopies, combustible material or any public access.
2. Deep fat frying shall be located a minimum of 3' away from booths, canopies, open flame cooking, combustible material or any public access.
3. Any open flame cooking shall be located a minimum of 18" away from any vertical surface, combustible material or any public access.
4. Extra fuel tanks shall **NOT** be stored in booths or within 5' of cooking equipment.
5. All cooking, gas powered, or electrically energized equipment shall meet manufacturer specifications and shall be free of excess cooking oils or any other combustible materials.

Miscellaneous

1. A visible and accessible, 2A:10BC fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided within 20' of travel in all cooking areas.
2. A visible and accessible Class K portable fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided in all cooking areas with deep fat frying.
3. All cooking areas shall be cleaned regularly to prevent build-up of combustible substances.
4. Extension cords shall be of a grounded type, approved for exterior use, and in good working order.
5. Smoking is not allowed at any time within food booths or within 25' of any fuel source.
6. Specialized cooking equipment is subject to approval by the Fire Marshal.

Additional Requirements:

The Porterville Fire Department has established these requirements in accordance with the California Fire Code. Your cooperation is required to maintain a high level of fire safety throughout the event. All booths are subject to fire department inspection prior to and at any time during the event. Any discrepancies to the above requirements or any conditions considered a threat to fire and life safety by the Fire Inspector may result in the immediate cessation of cooking.

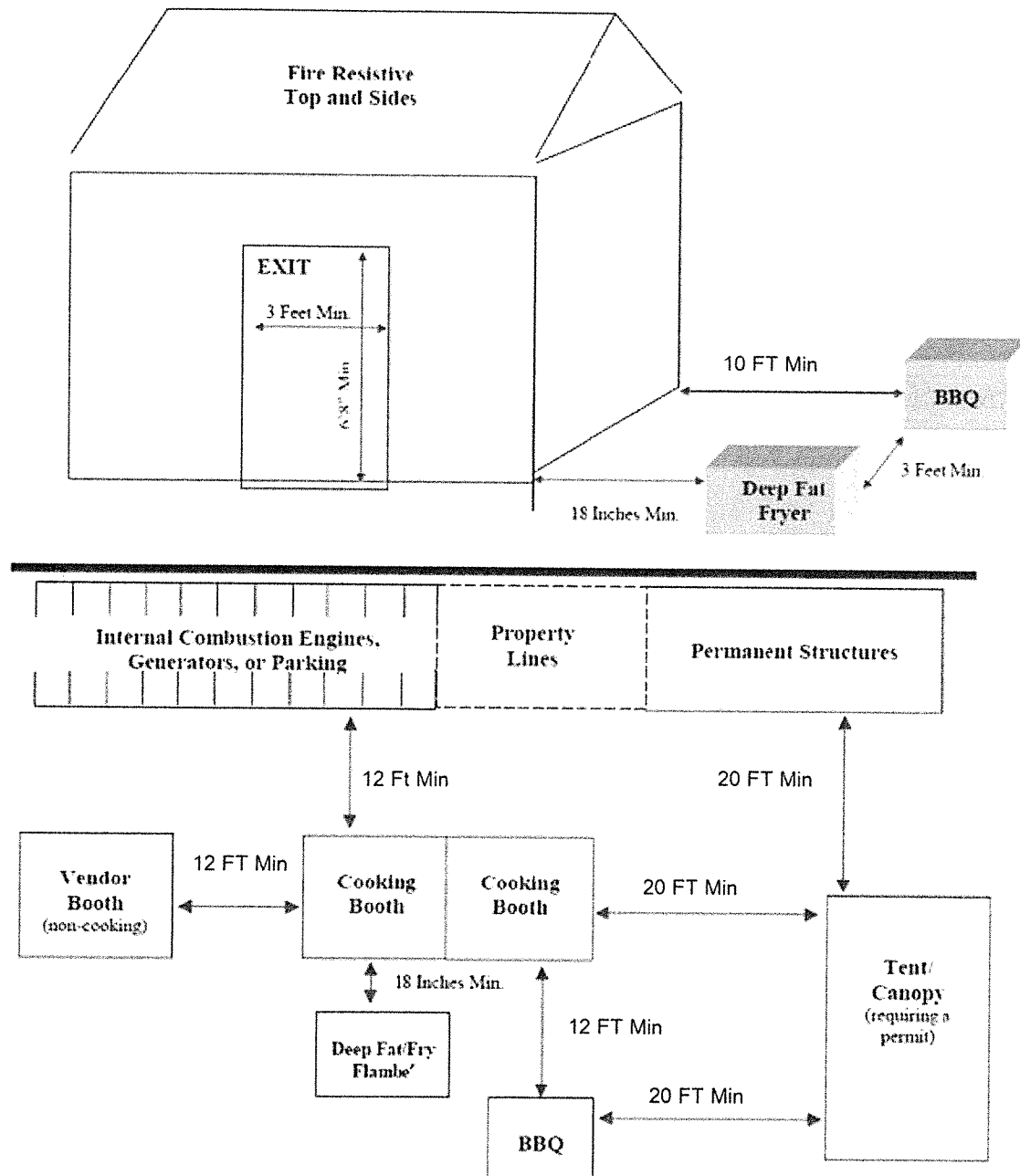
By signing below, I acknowledge that I have read and agree to comply with all requirements of this contract.

Signature _____ Date _____



PORTERVILLE FIRE DEPARTMENT

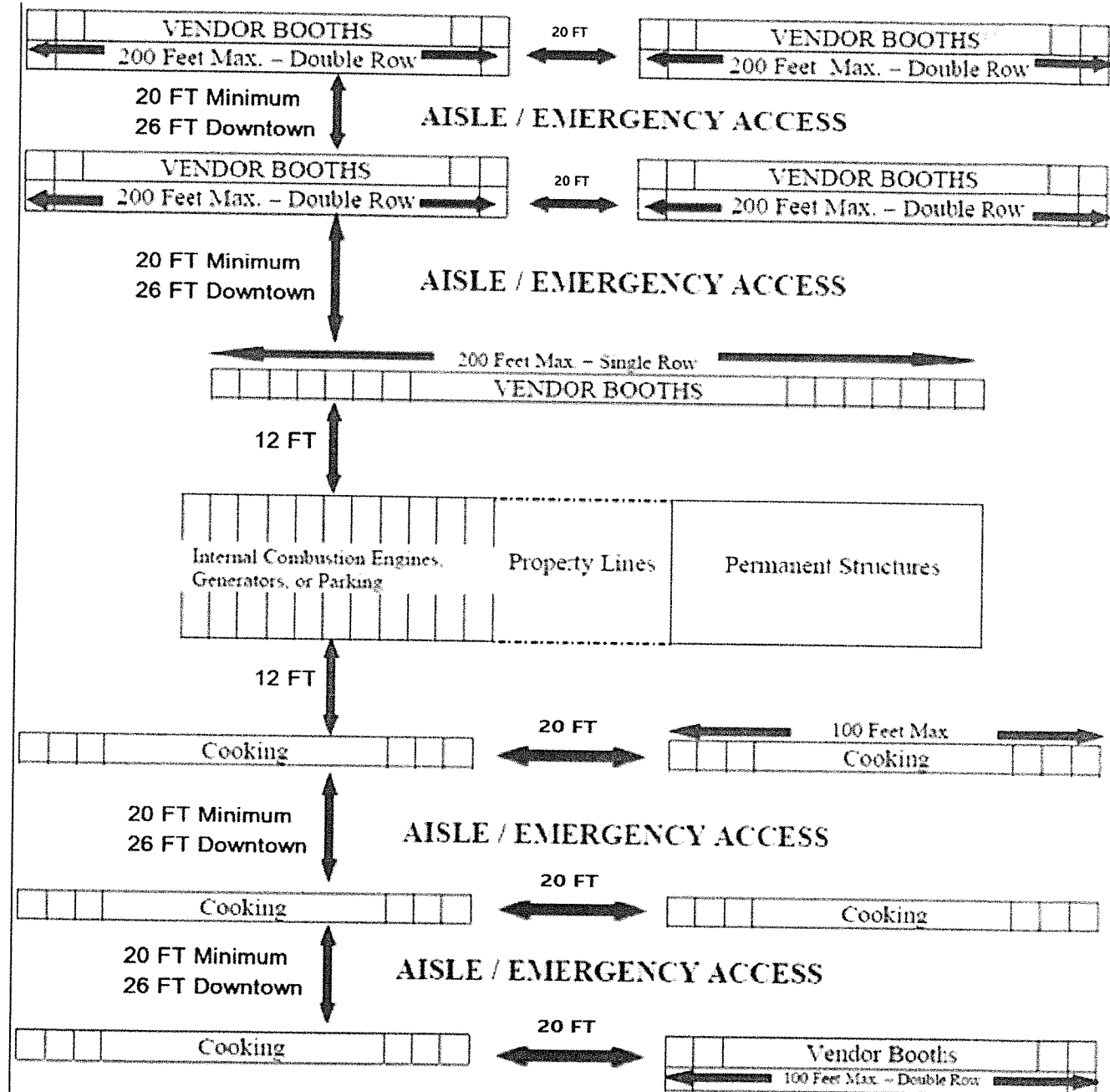
FIRE PREVENTION DIVISION





PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION



**Note: Cooking booths are limited to single rows only. Back-to-back rows are not permitted. Maximum overall length of individual rows is 100 feet with aggregate spacing throughout.*

***Note: Aggregate area of multiple tents placed side by side without 12 feet clearance shall not exceed 400 square feet with sides, or 700 square feet without sides. A minimum clearance of 12 feet to all structures and other tents is required.*

****Note: Maximum overall row length distances listed, or shown above, shall meet spacing requirements for aggregate size restrictions*



TULE RIVER PRESENTS 2023

VETERANS

POWOW

NOV. 10, 11, 12

LOCATED AT EAGLE MOUNTAIN CASINO

1850 WEST STREET

PORTERVILLE, CA 93257

SPONSORS



KEVIN MCCARTHY

HEAD STAFF

Host Northern Drum - Indian Hill
Host Southern Drum - Southern Express
Master of Ceremonies - Jackson Tahuka
Arena Director - Yahsti Perkinskiller
Head Judge - Cangleska Standing Elk
Head Man - Gary Villa
Head Woman - Candace McCabe
Head Teen Boy - Lorenzo Janoko
Head Teen Girl - Chailah Nalinlae

GRAND ENTRIES

FRIDAY: 7PM
SATURDAY: 1PM & 7PM
SUNDAY: 1PM

SPECIALS

18+ Women's Jingle Dance Special - 1st, 2nd & 3rd place receiving cash and gifts for prizes. Sponsored by Head Woman Candace McCabe

Men's Grass Dance Special - Cash for Winner, Blankets for 2nd & 3rd. Sponsored by Head Man Gary Villa.

Northern Traditional Special - Winner Take All.
Sponsored by the Janoko family.

Old Style Fancy VS. Old Style Jingle (All Ages) - \$1000 Winner plus consolation. Sponsored by Head Teen Girl Chailah Nalinlae

All Teen Girls Special - 1st, 2nd & 3rd place receiving cash and gifts for prizes. Sponsored by Outgoing Princess Norissa Franco

Hand Drum Contest - 1st: \$500 • 2nd: \$300 • 3rd: \$200

Men's Chicken Special - \$1,000 Winner Take All

DRUM CONTEST

(NORTHERN & SOUTHERN COMBINED)

1st Place \$5,000.00
2nd Place \$3,000.00
3rd Place \$1,000.00

Non-Contesting Drums Eligible for Day Pay

DANCE CONTEST

	1st	2nd	3rd
Golden Age Men	\$800	\$600	\$400
Golden Age Women	\$800	\$600	\$400
Men's Northern Tradish	\$800	\$600	\$400
Men's Southern Tradish	\$800	\$600	\$400
Men's Grass	\$800	\$600	\$400
Men's Fancy	\$800	\$600	\$400
Men's Chicken	\$800	\$600	\$400
Women's Northern Tradish	\$800	\$600	\$400
Women's Southern Tradish	\$800	\$600	\$400
Women's Jingle	\$800	\$600	\$400
Women's Fancy	\$800	\$600	\$400
Teen Boy's Traditional	\$500	\$400	\$300
Teen Boy's Grass	\$500	\$400	\$300
Teen Boy's Fancy	\$500	\$400	\$300
Teen Girl's Traditional	\$500	\$400	\$300
Teen Girl's Jingle	\$500	\$400	\$300
Teen Girl's Fancy	\$500	\$400	\$300
Jr. Boy's Traditional	\$300	\$200	\$100
Jr. Boy's Grass	\$300	\$200	\$100
Jr. Boy's Fancy	\$300	\$200	\$100
Jr. Girl's Traditional	\$300	\$200	\$100
Jr. Girl's Jingle	\$300	\$200	\$100
Jr. Girl's Fancy	\$300	\$200	\$100

*** ADDITIONAL EVENTS AND SPECIALS MAY BE ADDED ***

Committee not responsible for accidents, theft, divorces or loss of travel funds • Princess and Vendor Information: Email powwow@trtc.com

Camping will be available



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Approval of Community Civic Event - Sunnyside School - Run 4 A Reason - November 18, 2023

SOURCE: Finance

COMMENT: Sunnyside School is requesting approval of their "Run 4 A Reason" event on Saturday, November 18, 2023, from 8:00 AM to 12:00 PM at the Porterville Sports Complex. This fun run is a community fund-raising event to benefit a child who attends Sunnyside school in her fight against cancer. The sponsor is requesting the use of the Porterville Sports Complex from 8:00 AM to 12:00 PM. The attached map indicates the route the run will take around the Sports Complex. An outside amplifier permit has been approved from 8:00 AM to 11:00 AM.

This request is made under the Community Civic Events Ordinance No. 1326, as amended. The application has been routed according to the ordinance regulations and reviewed by all City departments involved. All requirements are listed on the attached Application and Agreement, Exhibit A, and Exhibit B.

RECOMMENDATION: That the City Council approve the Community Civic Event application submitted by Sunnyside School to hold a "Run 4 A Reason" event on November 18, 2023 subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, and Exhibit B.

ATTACHMENTS: 1. CCE Application and Agreement, Map, Exhibit A, Exhibit B, Outside Amplifier Permit, and Certificate of Liability Insurance

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

Item No.

RECEIVED

OCT 10 2023

Jasmine

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A
COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? Event Flyer?

E-mail address?

Website?

Application date: September 26, 2023

Event date: November 18, 2023

Event time: Porterville Sports Complex
8:00AM - 12:00PM

Name of Event: Run 4 A Reason

Sponsoring organization: Sunnyside School Phone # 559 568-1741

Address: 21664 Avenue 196, Strathmore, CA 93267

Authorized representative: Eileen Demerath Phone # (559) 567-3520

Address: 18423 Road 180, Strathmore, CA 93267

Event chairperson: Steve Tsuboi Phone # 559 568-1741

21664 Avenue 196, Strathmore, CA 93267

Location of event Porterville Sports Complex
2701 W. Scranton Avenue, Porterville, CA 93257
(Location map must be attached)

Description of event: A fun run to benefit a child from our
school battling cancer - a fund raising community event.

Purpose of event: Community fund raiser - Fun Run

Non-profit organization status: _____

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): _____ Street sweeping Yes _____ No _____

Police protection Yes _____ No _____ Refuse pickup Yes ☒ No _____

Other: _____

Parks facility application required: Yes _____ No _____ Attached _____

Assembly permit required: Yes _____ No _____ Attached _____

STAFF COMMENTS (list special requirements or conditions for event):

Appr. _____ Deny _____

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Risk Manager	_____

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted NO LESS THAN 30 DAYS PRIOR to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. The City of Porterville shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department with the application. The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than two million dollars (\$2,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. Claims-made policies are not acceptable.

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Sunnyside Elementary School	Eden R. Domerath	10-10-23
(Name of Organization)	(Signature)	(Date)

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND
AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY
TO BE HELD ON PUBLIC PROPERTY

Location: Porterville Sports Complex Event date: 11/18/23 Event time: 8:00 AM - 12:00

[illegible]

3 of 4

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Run 4 a Reason

Sponsoring organization: Sunnyside Elementary School

Event date: 11/18/23 Hours: 8:00AM - 12:00 Noon

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

<u>Street Name</u>	<u>From which Street</u>	<u>To which Street</u>	<u>Activity</u>

Sidewalks

From which sidewalk

To which sidewalk

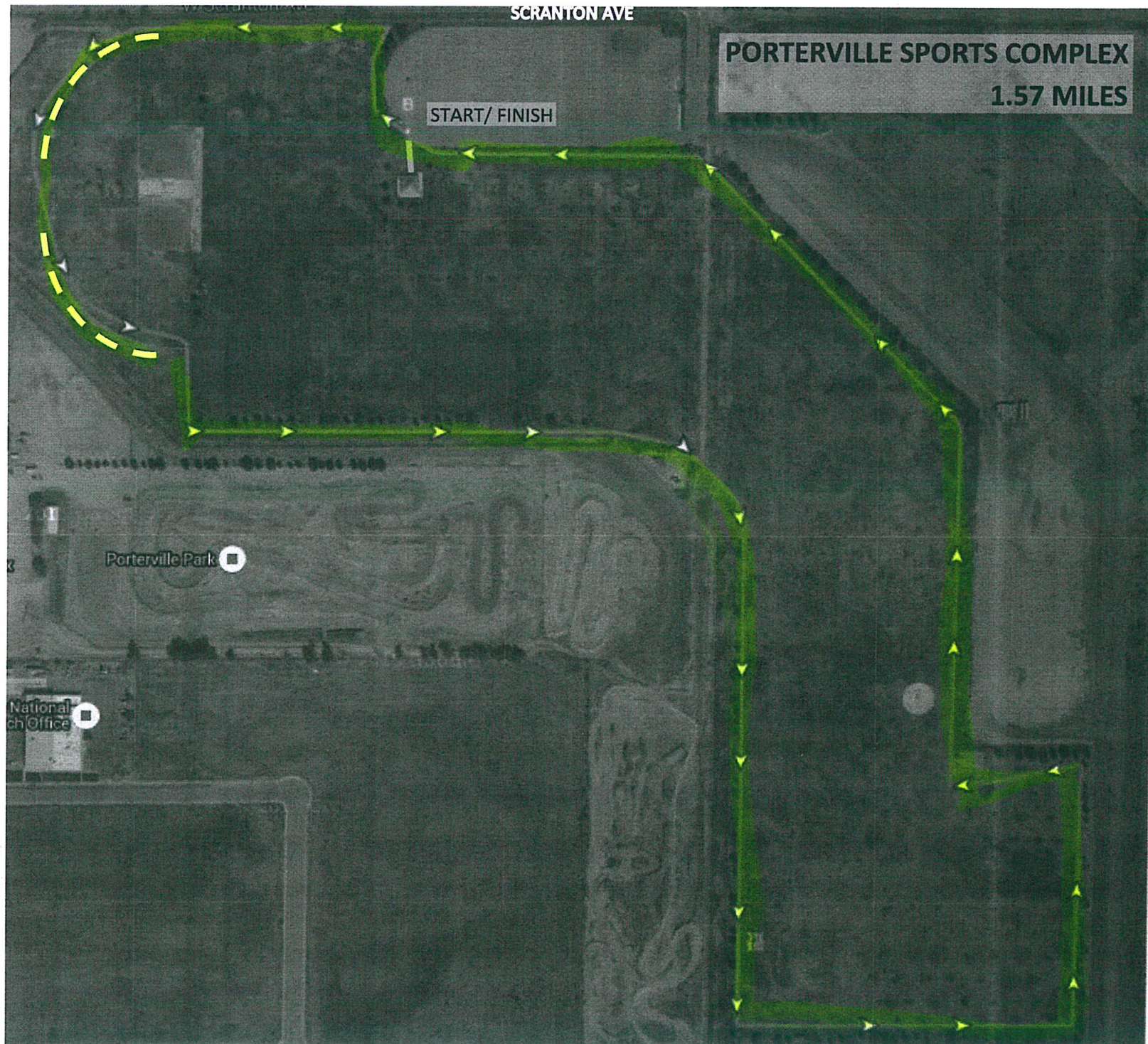
Activity

Parking lots and spaces

Location

Activity

	<u>Sport Complex</u>	<u>Fun Run Fundraiser</u>
	<u>2701 W. Scranton Avenue</u>	
	<u>Porterville, CA 93257</u>	



Nov. 18

Requirements for Community Civic Event
Sunnyside School
Run for a Reason
November 18, 2023

City Engineer: <i>D. Cervantez</i>	No comments.
Community Development Director: <i>J. Ridenour</i>	No comments.
Public Works Director: <i>M. Knight</i>	No comments.
Fire Marshal: <i>C. Dignam</i>	No comments.
Parks and Leisure Services Director: <i>D. Moore</i>	Map of route to be approved prior to event. Vehicles not part of event staff to Remain off the grass.
Police Lieutenant: <i>M. Azevedo</i>	Please see Exhibit B.
Deputy City Manager: <i>P. Hildreth</i>	Risk management requires all participants (for legal guardians thereof) to sign a waiver of liability. The insurance certificate provided satisfies the insurance requirements.
Field Services Superintendent: <i>B. Spry</i>	We will take care of the refuse.
Field Services Superintendent – Streets: <i>J. Baeza</i>	No comments.

Requirements for Community Civic Event

Sponsor: Sunnyside School
Event: Run for a Reason
Event Chairman: Eileen Demerath
Location: Sports Complex, Porterville CA
Date of Event: November 18, 2023 (8:00 a.m.-12:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

That Sunnyside School provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

- A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

**CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application**

**Run 4 a Reason Fun Run
November 18, 2023 / 8:00 AM—12:00 PM
Sports Complex, Porterville**

Recommendations/Requirements:

- An Outside Amplifier Permit has been approved. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of the event, organizers shall ensure the park is promptly cleared of any vehicles, equipment, booths, or anything that could present a hazard to pedestrians or residents visiting the park.
- Participant vehicles shall not be parked on any part of any sidewalk, or otherwise block traffic or pedestrian travel.
- Event organizers should contact Lieutenant Ortiz or Sergeant Starling well in advance of the event for informational purposes and to identify any additional policing concerns/requirements. Contact may be made with them by calling (559) 782-7400.
- City Council approval is required for all street and/or alley closures.

Mark Azevedo, Lieutenant
Porterville Police Department

CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: Steve Tsuboi, Sunnyside School
21644 Avenue 196, Strathmore
- 2 Address where amplification equipment is to be used: 2701 N. Scranton, Porterville, Sports
- 3 Names and addresses of all persons who will use or operate the amplification equipment: KC Pearce Complex
- 4 Type of event for which amplification equipment will be used: Fundraiser at Sports Complex Entertainment for Fun Run
- 5 Dates and hours of operation of amplification equipment: 8:00AM - 11:00AM 11/18/23
- 6 A general description of the sound amplifying equipment to be used: laptop Speakers, Extension cords,

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2)

Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Steve Tsuboi
Signature of Applicant

10-10-23
Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

Mark Atencio, CI
City of Porterville, Chief of Police/Designee

10 11 23
Date

Northern California ReLiEF		CERTIFICATE OF COVERAGE		Issue Date 10/6/2023	
ADMINISTRATOR: Keenan & Associates 1732 North First Street, Suite 100 San Jose, CA 95112 Pa Vue License No. 4273840 pvue@keenan.com		LICENSE # 0451271 916-859-7160 x4251		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW. ENTITIES AFFORDING COVERAGE: ENTITY A: Northern California ReLiEF ENTITY B: ENTITY C: ENTITY D: ENTITY E:	
COVERED PARTY: Sunnyside Union Elem. SD Central Tulare County Schools JPA 21644 Avenue 196 Strathmore CA 93267					
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.					
ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY ☒ GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCURRENCE ☒ GOVERNMENT CODES ☒ ERRORS & OMISSIONS ☐ SEXUAL ABUSE AND MOLESTATION	NCR 01729-01	7/1/2023 7/1/2024	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ HIRED AUTO ☒ NON-OWNED AUTO ☒ GARAGE LIABILITY ☒ AUTO PHYSICAL DAMAGE	NCR 01729-01	7/1/2023 7/1/2024	\$ 250,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY ☒ ALL RISK ☒ EXCLUDES EARTHQUAKE & FLOOD ☐ BUILDER'S RISK	NCR 01729-01	7/1/2023 7/1/2024	\$ 250,000	\$ 500,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR 01729-01	7/1/2023 7/1/2024	\$ 250,000	\$ Included EACH OCCURRENCE
	WORKERS COMPENSATION ☐ EMPLOYERS' LIABILITY			\$	☐ WC STATUTORY LIMITS ☐ OTHER \$ E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION ☐ EMPLOYERS' LIABILITY			\$	\$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS: Proof of coverage for the purpose of Run 4 A Reason - Emma Fight Against Cancer 5k run/walk on November 18, 2023.					
CERTIFICATE HOLDER: Agreement Term 11.18.23 City of Porterville Successor Agency to the Porterville Redevelopment Agency 291 N. Main St Porterville CA 93257			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS  John Stephens AUTHORIZED REPRESENTATIVE		

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY Sunnyside Union Elem. SD Central Tulare County Schools JPA	COVERAGE DOCUMENT NCR 01729-01	ADMINISTRATOR Keenan & Associates
--	-----------------------------------	--------------------------------------

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

City of Porterville
291 N. Main St
Porterville CA 93257

As Respects:

Proof of coverage for the purpose of Run 4 A Reason - Emma Fight Against Cancer 5k run/walk on November 18, 2023.

The City of Porterville, its officers, agents, employees and volunteers are included as an Additional Covered Party as respects the actions and activities of the Covered Party.

This coverage shall be primary to the certificate holder's coverage, but only as respects to liability arising directly from the actions and activities of the Covered Party. The insurance of the Additional Covered Party shall not be called upon to contribute to a loss covered by the Covered Party's coverage.



Authorized Representative

Issue Date: 10/16/2023



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Approval of Community Civic Event - Rotary Club of Porterville and Porterville Chamber of Commerce - Children's Christmas Parade - November 30, 2023 (Alternatively on December 7, 2023, in the Event of Rain)

SOURCE: Finance

COMMENT: The Rotary Club of Porterville and the Porterville Chamber of Commerce are requesting approval to hold the annual Children's Christmas Parade along Main Street on Thursday, November 30, 2023, or alternatively on December 7, 2023, in the event of rain on November 30, from 7:00 PM to 9:00 PM.

The event organizers are requesting the following streets and sidewalks be closed from 5:00 PM to 9:00 PM (as indicated on the map):

Main Street - from Danner Avenue to Olive Avenue

Morton Avenue, Harrison Avenue, Thurman Avenue, Putnam Avenue, Mill Avenue, and Oak Avenue - from Hockett Street to Second Street

Cleveland Avenue - from Division Street to Second Street

Garden Avenue - from Main Street to Second Street

Second Street - from Olive Avenue to Oak Avenue

School Avenue, Bellevue Avenue, North Avenue and Doris Avenue - from Sunnyside Street to Second Street

The request also includes the closure of the parking spaces on Main Street in front of the Chamber of Commerce from 6:00 AM to 9:00 PM, and in front of City Hall from 3:00 PM to 9:00 PM.

This request is made under the Community Civic Events Ordinance No. 1326, as amended. This application has been routed according to the ordinance regulations and has been reviewed by all City departments involved. The requirements are listed on the attached copy of the Application and Agreement, Exhibit A and Exhibit B.

RECOMMENDATION: That the City Council approve the attached Community Civic Event Application and Agreement submitted by the Rotary Club of Porterville and the Porterville Chamber of Commerce to hold the Children's Christmas Parade on November 30, 2023, or alternatively on December 7, 2023, in the event of rain, subject to the requirements and restrictions that are listed on the attached

Item No.

copy of the Application and Agreement, Exhibit A, and Exhibit B.

ATTACHMENTS: 1. CCE Application and Agreement, Map, Exhibit A, Exhibit B, Outside Amplifier Permit, and Certificate of Liability Insurance

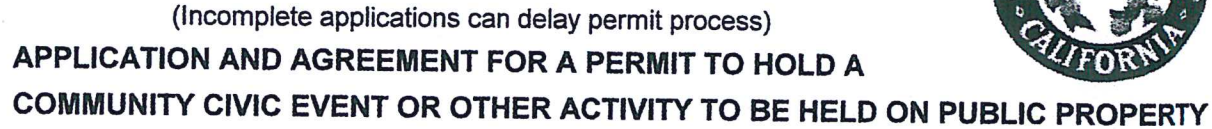
Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



1 of 4

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted **NO LESS THAN 30 DAYS PRIOR** to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. **The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured.** A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. **This original certificate and endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval.** *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

Km

Authorized Representative Initials

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include **full liquor liability** in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. **Claims-made policies are not acceptable.**

Km

Authorized Representative Initials

Health permit: Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

Km

Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

Km

Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees.

Porterville Chamber of Commerce		10/12/2023
(Name of Organization)	(Signature)	(Date)

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Location: Main St. and side streets downtown Event date: November 30, 2023 Event time: 7:00pm - 9:00pm

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: Children's Christmas Parade

Sponsoring organization: Rotary Club of Porterville, Porterville Chamber of Commerce, City of Porterville

Event date: November 30, 2023

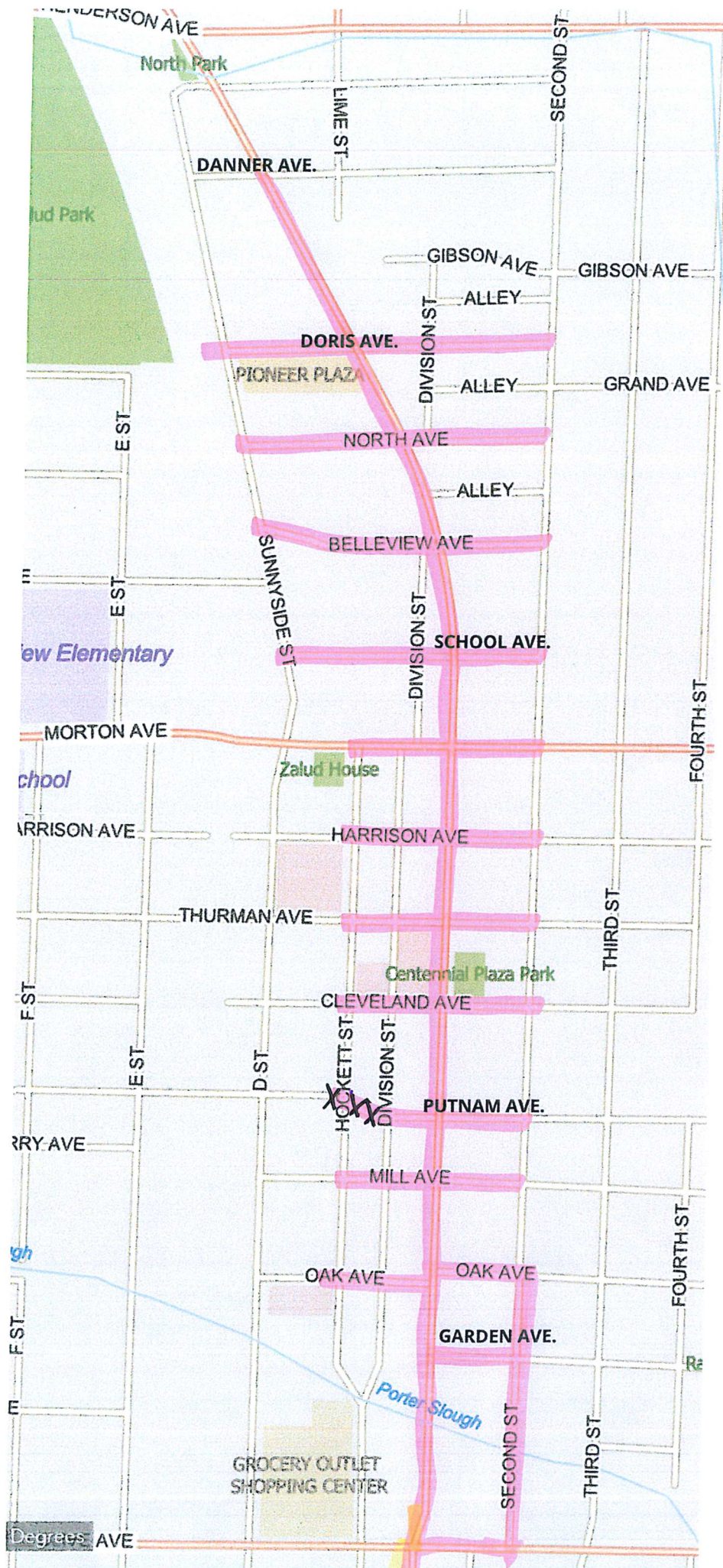
Hours: 7:00pm - 9:00pm

5:00pm - 9:00pm for street & sidewalk closures
6:00am - 9:00pm closure of parking spaces in front of Chamber
3:00pm - 9:00pm closure of parking spaces in front of City Hall

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
Main St.	Danner Ave.	Olive	Parade route & assembly
Morton, Harrison, Thurman, Cleveland, Putnam, Mill & Oak	Hockett St.	Second St.	Adjacent to parade route
Garden Ave.	Main St.	Second St.	Adjacent to parade route
School, Bellevue, North, & Doris	Sunnyside St.	Second St.	Parade Assembly
Second St.	Olive	Oak St.	Parade Disbursement
(Street closures from 5:00pm to 9:00pm)			
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
Main St.	Danner Ave.	Olive Ave.	View Parade & assembly area
(Sidewalk closures from 5:00pm to 9:00pm)			
<u>Parking lots and spaces</u>	<u>Location</u>		<u>Activity</u>
Main St. (7 spaces)	Porterville Chamber, 93 N. Main St. Ste. A	(6:00am-9:00pm closure)	Judge's stand
City Hall (5 northern spaces)	City Hall, 291 N. Main St.	(3:00pm to 9:00pm closure)	Announcer's stand



Requirements for Community Civic Event
Rotary Club of Porterville & Porterville Chamber of Commerce
Children's Christmas Parade
November 30, 2023

City Engineer: <i>D. Cervantez</i>	No comments.
Community Development Director: <i>J. Ridenour</i>	No comments.
Public Works Director: <i>M. Knight</i>	No comments.
Fire Marshal: <i>C. Dignam</i>	Standard comments for Main St. parades, Cleveland Avenue shall not be closed, and there will be no parking in front of Fire Station 71, from Division to Hockett.
Parks and Leisure Services Director: <i>D. Moore</i>	Parks will work with event staff to coordinate the usual logistical support.
Police Lieutenant: <i>M. Azevedo</i>	Please see Exhibit B.
Deputy City Manager: <i>P. Hildreth</i>	The insurance certificate and endorsement page evidencing the liability coverage satisfies the insurance requirements for the event as proposed.
Field Services Superintendent: <i>B. Spry</i>	We will take care of refuse.
Field Services Superintendent – Streets: <i>J. Baeza</i>	No comments.

Requirements for Community Civic Event

Sponsor: Rotary Club of Porterville & Porterville Chamber of Commerce
Event: Children's Christmas Parade
Event Chairman: Kristy Martin
Location: Main Street, Porterville CA
Date of Event: November 30, 2023 (7:00 p.m.-9:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

That Rotary Club of Porterville & Porterville Chamber of Commerce provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

- A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

Children's Christmas Parade
November 30, 2023 / 5:00PM – 9:00PM

Proposed Conditions/Requirements:

- City Council approval is required for all street closures.
- Ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- Parade Committee should meet with street vendors to coordinate rules regarding their activities, such as:
 - Staying off the parade route and crossing in front of floats or groups
 - Shall not sell silly string, snap caps or party poppers
 - Ensure each vendor has properly obtained a City business license
- Food vendors should be situated where they minimally block the sidewalk.
- Food vendors should provide inspection certificates from the Tulare County Health Department to ensure safe food products.
- Throwing candy from vehicles, floats, or any parade entry is prohibited. This results in children scampering to catch or find candy in a crowded environment, and causes others to run out into the street. This practice creates significant and unnecessary risk for parade goers. All registered parade entrants should be informed of this prohibition and efforts taken to cease this practice.
- An Outside Amplifier Permit has been requested and granted. However, event organizers shall not allow music or other amplifications to be played so loud as to unreasonably disturb the peace and good order of the business establishments or neighborhoods in the area.
- Event organizers shall coordinate all policing/traffic/parking/posting concerns with Lieutenant Orlando Ortiz and Sergeant Jay Starling well in advance of the event. They can be contacted at 559-782-7410/559-782-7400.

Lieutenant Mark Azevedo
Porterville Police Department

Exhibit B

CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: Porterville Chamber of Commerce, 93 N. Main St., Ste. A, Porterville, CA 93257
- 2 Address where amplification equipment is to be used: Main St.
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Equipment will be on individual entries in the parade - names on file at the Chamber
- 4 Type of event for which amplification equipment will be used: Children's Christmas Parade
- 5 Dates and hours of operation of amplification equipment: November 30, 2023 7:00pm - 9:00pm
- 6 A general description of the sound amplifying equipment to be used: Various types

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort,

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as maybe necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

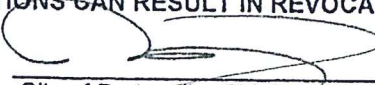
Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.


Signature of Applicant

10/12/2023
Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

 Mark Alvarez, CT
City of Porterville, Chief of Police/Designee

10/16/23
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Gallagher Service Center	
	PHONE (A/C, No., Ext): 1-833-3ROTARY	FAX (A/C, No.): 630-285-4062
	E-MAIL ADDRESS: rotary@ajg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED All Active US Rotary Clubs & Districts The Rotary Club of Porterville ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER A: Westchester Surplus Lines Insurance Company 10172	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 899307648**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	G73578917 002	7/1/2023	7/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		G73578917 002	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A	N / A	NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDERThe City of Porterville
291 N. Main St.
Porterville, CA 93257

The Rotary Club of Porterville / District 5230

RE: Porterville Children's Christmas Parade / November 30th, 2023

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

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

RE: Rotary Club of Porterville -
Children's Christmas Parade
11/30/2023

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Request for Street Closure: 29th Annual Myers Christmas Memorial Tree Lighting - December 12, 2023

SOURCE: Administrative Services

COMMENT:

Myers Funeral Service and Crematory conducts an annual Christmas Memorial Tree Lighting ceremony at its location at 248 North "E" Street, with this year's 29th annual ceremony scheduled to take place on Tuesday, December 12, 2023.

In conjunction with this event, and for the safety of those in attendance, Ernesto Alonzo, Funeral Director of Myers Funeral Service and Crematory, has requested the closure of "E" Street between Putnam and Cleveland Avenues, from 5:00 p.m. to 9:00 p.m. The ceremony is scheduled to be held in front of Myers Chapel on "E" Street at 7:00 p.m.

In addition to the street closure, Alonzo submitted an Assembly Permit for the estimated 400 people that is expected to attend this annual event. The Police Department has approved the Assembly Permit, which is attached for the City Council's reference, along with a copy of the required Certificate of Liability Insurance.

RECOMMENDATION: That the City Council approve the closure of "E" Street, between Putnam and Cleveland Avenues, on December 12, 2023, from 5:00 p.m. to 9:00 p.m., subject to the specified conditions.

ATTACHMENTS:

1. Letter of Request dated October 27, 2023
2. Assembly Permit
3. Certificate of Liability Insurance

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

Item No.

Myers Funeral Service and Crematory

248 N. "E" Street, Porterville, CA 93257
(559)784-5454
myersfuneral.com

October 27, 2023

To: Porterville City Council

We respectfully request that "E" Street be blocked off at Putnam and Cleveland Avenues the evening of Tuesday, December 12, 2023 from approximately 5:00 to 9:00 PM, for the protection and safety of those who will be attending the Twenty-Ninth Annual Myers Christmas Memorial Tree Lighting. The response from the community has been well received, and we expect approximately 400 people from the local community and outlying areas in attendance.

The original purpose in beginning this tradition was to give back to the community in the way of service. It allows families to place memorial ornaments on the trees prior to the service, commemorating their loved ones.

A memorial service is planned for the evening of Tuesday, December 12th at 7:00 PM at Myers Funeral Service, when the community will be invited to attend and celebrate the season by remembering loved ones. At the conclusion of the service, the trees will be lit and remain lit through Christmas.

Find enclosed an "Assemblies Permit" signed by Chief Jake Castellow of the Porterville Police Department, along with a Certificate of Liability Insurance.

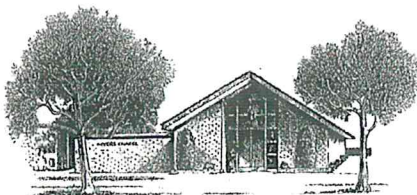
Thank you for your consideration of this request.

Sincerely,



Ernesto Alonzo
Funeral Director

cc: EA/jl
Enclosure



ORDINANCE NUMBER 927
Section 18-7.2

Application for ASSEMBLIES or MEETINGS on public streets, sidewalks or parks, within the City of Porterville.

This application MUST BE FILED WITHIN FOUR (4) DAYS PRIOR to the date of the assembly or meeting.

- A. Myers Funeral Service & Crematory (559) 784-5454
(Name/Address) (Telephone)
- B. 248 North "E" Street, Porterville, CA 93257
(Name & Address of Organization) (Telephone)
- Ernesto Alonzo, Funeral Director (559) 784-5454
(Authorized Head of Organization) (Telephone)
- C. Name of Event Chairman Ernesto Alonzo; Jill Lynch
- D. Purpose of event: Lighting of Memorial Trees and Service 29th Year
- E. Date & Time of Event Tuesday, December 12, 2023 from 7:00-9:00 PM
- F. Number of persons Approximately 400
- G. Location of the assembly area of event Front Lawn at 248 North "E"
Street, Porterville, CA 93257 ; Myers Funeral Service & Crematory
- H. Security Guards required? [] yes [☒] no If so, how many? _____
- I. Plans for the assembly & dispersement of the event. Indicate times thereof 5:00 PM to 9:00 PM
- J. Other information _____

I HEREBY AGREE TO ABIDE BY ALL PROVISIONS SET FORTH IN CITY ORDINANCE 927, SECTION 18-7.2 AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY OF PORTERVILLE.

Legal signature of applicant

Jill Lynch
Jill Lynch
Date 10/27/2023

Telephone 559-784-5454

Application Approved [☒] Denied []

Mark Abreu
Chief of Police LIEUTENANT

10/96



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NSE Insurance Agencies, Inc. United Valley Insurance Svcs 160 South D St., P.O. Box 704 Exeter, CA 93221 Patty L. Spott	559-592-9411	CONTACT NAME: Patty L. Spott PHONE (A/C, No, Ext): 559-592-9411 FAX (A/C, No): 559-592-5059 E-MAIL ADDRESS: pspott@nseinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : West American	44393
		INSURER B : American Fire and Casualty Co.	24066
		INSURER C : Technology Insurance Co., Inc.	42376
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Funeral Directors GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BKW57832789	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAW57832789	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10000			USA57832789	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC4303431	09/30/2023	09/30/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Christmas Tree Lighting Ceremony December 12, 2023.

CERTIFICATE HOLDER	CANCELLATION
CITYP-1 City of Porterville 291 N Main Porterville, CA 93257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Status and Review of Local Drought Emergency

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 17, 2023, 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 twenty-five percent (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 twenty-five (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 thirty-two percent (32%) to twenty-six percent (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

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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 fifty-five (55) gallons per-person per-day in 2022, reducing to 52.5 gallons per-person per-day in 2025, and finally to fifty (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 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. On January 4, 2022, the State Water Resources Control Board adopted emergency regulations to supplement voluntary water conservation. On March 28, 2022, Governor Newsom issued Executive Order N-7-22, that requires the state's largest water providers (including the City of Porterville) to put in place "Level 2" of water shortage contingency plans, which the City is currently in "Level 4." On June 10, 2022, the State Water Resources Control Board adopted emergency regulations to prohibit the watering of nonfunctional or purely decorative grass in commercial, industrial or institutional properties with potable water. On March 24, 2023, due to atmospheric river storms during the month of March 2023, Governor Newsom issued Executive Order N-5-23 that ended the requirement that the state's largest water providers (including the City of Porterville) put in place "Level 2" of water storage contingency plans (the City of Porterville is currently in "Level 4"), as well as ended the voluntary fifteen percent (15%) water conservation target.

At its meeting on January 17, 2023, the Council considered an emergency request from the County of Tulare for assistance to Self-Help Enterprises, Inc.

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(SHE) in the provision of source water for the Emergency Tank Program that serves 389 residences across Tulare County where domestic wells have run dry due to continued drought. The County had been providing source water from its well at the Bob Wiley Detention Facility, north of Visalia, but the recent rainfall had caused damage and the temporary closure of the access road to the well. The Council acted to grant the County's request for emergency assistance and provide source water to SHE to continue the Emergency Tank Program, to be reviewed at its next regular meeting on February 7, 2023. On January 20, 2023, SHE began taking City water for delivery. The County later reported that the access road had been repaired and that the County source well was accessible again to SHE beginning on February 1, 2023. According to the City water meter report, approximately 111,500 gallons of water was accessed by SHE, with a corresponding cost of \$350. At Council's direction, City staff has also been in contact and coordinating with the Eastern Tule Groundwater Sustainability Agency (ETGSA) in regard to source water from the ETGSA crossing over into other GSA territories and other Sub-basins (e.g. Kaweah) and addressing any potential impacts, although it is important to note that the same has been happening from the County well that is located in the Kaweah Sub-basin.

On August 2, 2023, Council Member Meister was made aware of the lack of drinking water and apparent lack of occasional water availability in the Del Oro Water Company system in the Springville area. During the March 2023 floods, six of the twelve water systems wells were damaged, several of which were damaged beyond repair. City staff was contacted by the Office of State Senator Shannon Grove in regard to the City-County Well Agreement, which dictates that at the request of the State and County, the City shall provide 3,000,000 gallons of water per month for the purpose of meeting emergency water needs in County jurisdiction and shall not charge the State or County for the water. Senator's Grove's Office has been coordinating with the State and Self-Help Enterprises in the potential placement of temporary tanks until Del Oro has completed its repair projects to sufficiently meet its customer demands.

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 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

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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 five hundred (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. On May 7, 2022, Tulare County OES notified the City that due to deteriorating conditions across the county involving small water systems dependent upon the Friant-Kern Canal that may result in the complete lack of water or "Do Not Drink" orders, the State and County may have to invoke the provision of water from the well.

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 its meeting on 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

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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, twenty-three (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 eight hundred (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.

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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 forty-one (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 30, 2019, 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. At its meeting on August 2, 2022, the Council authorized \$1,074,948 for the drilling phase of Well 34 (Akin). At its meeting on October 3, 2023, the Council accepted the drilling phase as complete, with the final construction cost of \$865,402. The equipping phase is the next step in having this well online by the 2024 calendar year.

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 forty-five (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

Item No.

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 thirty-one (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. City-County Well Agreement - May 10, 2016
3. United States Department of Agriculture Drought Natural Disaster Area Designation: March 5, 2021
4. State of California State of Emergency Proclamation: April 21, 2021
5. County of Tulare Drought Local Emergency Resolution: April 27, 2021
6. State Water Resources Control Board: Emergency Regulation - Water Conservation; January 4, 2022
7. Governor Newsom Executive Order N-7-22: March 28, 2022
8. State Water Resources Control Board: Emergency Regulation - Water Conservation; June 10, 2022
9. Governor Newsom Executive Order N-5-23: March 24, 2023
10. State Water Resources Control Board Funding Agreement: Akin/Central Water Consolidation Project

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Item No.

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

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

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

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

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

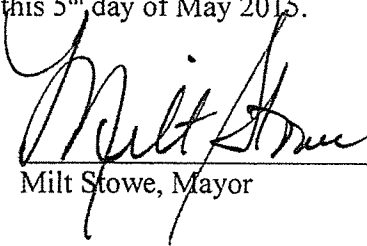
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

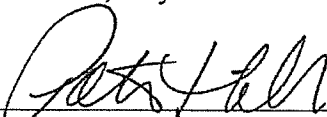
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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

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

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


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

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

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

ACCORDINGLY, IT IS AGREED:

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

TULARE COUNTY AGREEMENT NO. 27596

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

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

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

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

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

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

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

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

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

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

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

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

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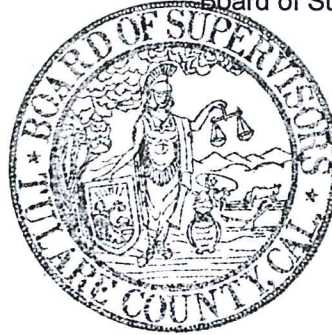
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



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

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. Grice for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

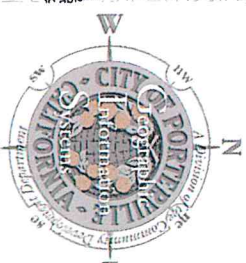
ATTEST:
City Clerk of the City of Porterville

BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'



 East Porterville Project Boundary

Parcels Within Project Boundary Area (1,776)

CityLimits

UDB

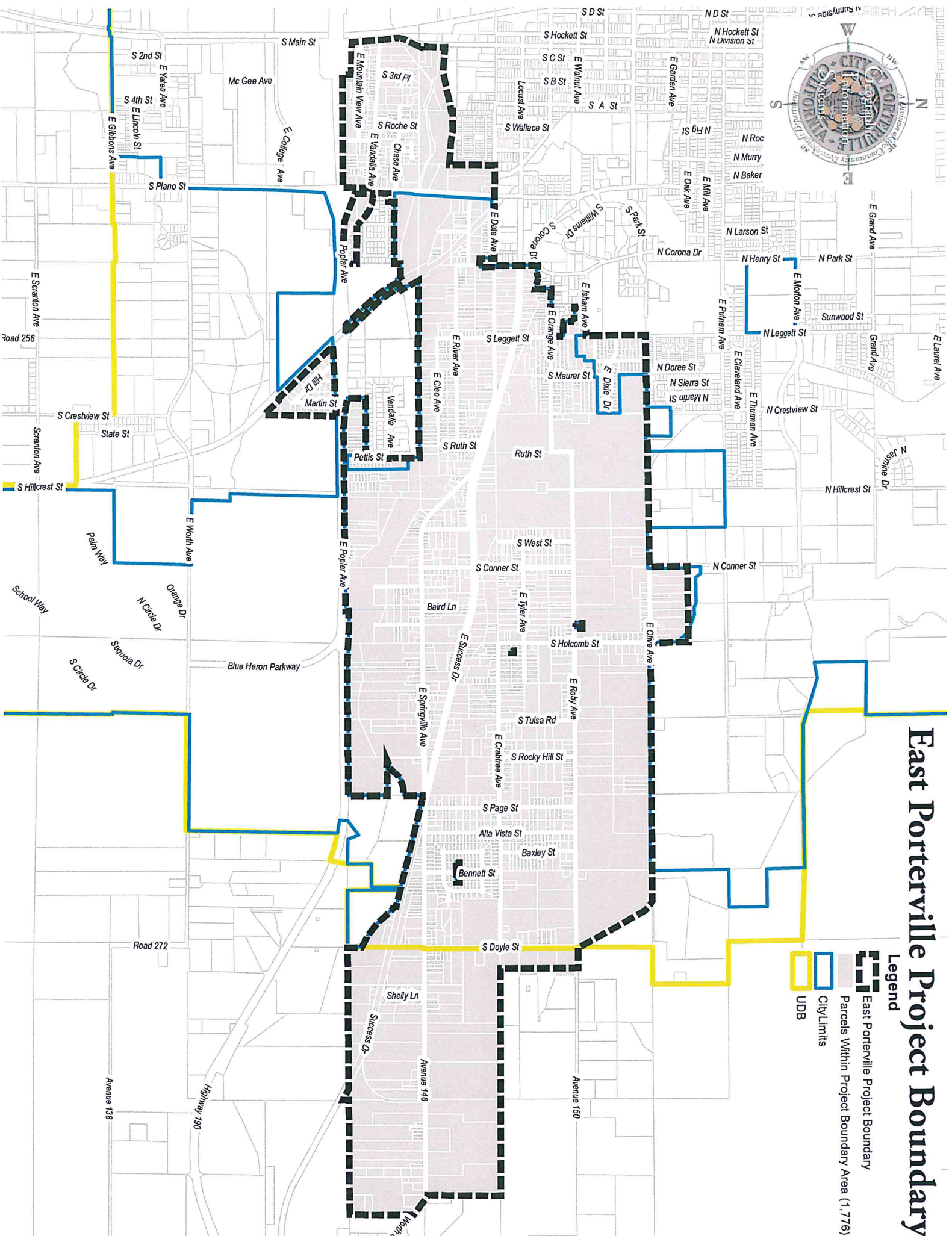


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

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

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

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

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

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

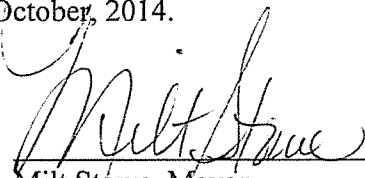
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

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

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

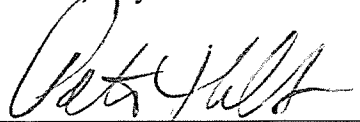
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

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

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

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

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

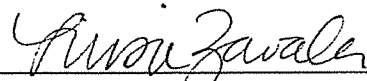
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

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

ANNEXATION APPLICATION PROCEDURE

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

ANNEXATION EXEMPTION PROCEDURE

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

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

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

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

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

Within the Urban Development Boundary:

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

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

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

Within the Urban Area Boundary:

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

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

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

EXEMPTIONS AND EXCEPTIONS

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

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

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

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

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

East Porterville Properties



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

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

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

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

JOHN D. LOLLIS, City Clerk

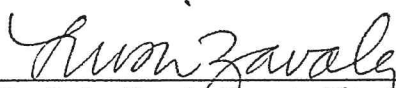

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

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

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

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



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 and title 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

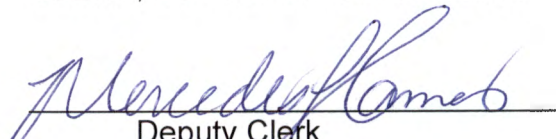
ABSTAIN: NONE

ABSENT: NONE

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



BY:


Deputy Clerk

**STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2022-0002**

**TO ADOPT AN EMERGENCY REGULATION
TO SUPPLEMENT VOLUNTARY WATER CONSERVATION**

WHEREAS:

1. On April 21, May 10, and July 8, 2021, Governor Newsom issued proclamations that a state of emergency exists in a total of 50 counties due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies and mitigate the effects of drought and ensure the protection of health, safety, and the environment.
2. On October 19, 2021, Governor Newsom signed a proclamation extending the drought emergency statewide and further urging Californians to reduce their water use.
3. There is no guarantee that winter precipitation will alleviate the current drought conditions.
4. Many Californians have taken bold steps over the years to reduce water use; nevertheless, the severity of the current drought and uncertainty about Water Year 2022 require additional conservation actions from residents and businesses.
5. Water conservation is the easiest, most efficient, and most cost-effective way to quickly reduce water demand and extend supplies into the next year, providing flexibility for all California communities. Water saved is water available next year, giving water suppliers the flexibility to manage their systems efficiently. The more water that is conserved now, the less likely it is that a community will experience such dire circumstances or that water rationing will be required.
6. Most Californians use more water outdoors than indoors. In many areas, 50 percent or more of daily water use is for lawns and outdoor landscaping. Outdoor water use is generally discretionary, and many irrigated landscapes would not suffer greatly from receiving a decreased amount of water.

7. Public information and awareness are critical to achieving conservation goals, and the Save Our Water campaign ([SaveOurWater.com](https://www.saveourwater.com)), run jointly by the Department of Water Resources (DWR) and the Association of California Water Agencies, is an excellent resource for conservation information and messaging that is integral to effective drought response.
8. [SaveWater.CA.Gov](https://www.savewater.ca.gov) is an online tool designed to help save water in communities. This website lets anyone easily report water waste from their phone, tablet, or computer by simply selecting the type of water waste they see, typing in the address where the waste is occurring, and clicking send. These reports are filed directly with the State Water Resources Control Board (State Water Board or Board) and relevant local water supplier.
9. Enforcement against water waste is a key tool in conservation programs. When conservation becomes a social norm in a community, the need for enforcement is reduced or eliminated.
10. On October 19, 2021, the Governor suspended the environmental review required by the California Environmental Quality Act to allow State Water Board-adopted drought conservation emergency regulations and other actions to take place quickly to respond to emergency conditions.
11. Water Code section 1058.5 grants the State Water Board the authority to adopt emergency regulations in certain drought years in order to: “prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter’s priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports.”
12. On November 30, 2021, the State Water Board issued public notice that the State Water Board would consider the adoption of the regulation at the Board’s regularly scheduled January 4, 2022 public meeting, in accordance with applicable State laws and regulations. The State Water Board also distributed for public review and comment a Finding of Emergency that complies with State laws and regulations.
13. The emergency regulation sets a minimum standard that many communities are already doing more but not everyone is taking these low-cost, easy to implement actions that can save significant amounts of water during a drought emergency.

14. Disadvantaged communities may require assistance in increasing water conservation, and state and local agencies should look for opportunities to provide assistance in promoting water conservation, including but not limited to translation of regulation text and dissemination of water conservation announcements into languages spoken by at least 10 percent of the people who reside in a water supplier's service area, such as in newspaper advertisements, bill inserts, website homepage, social media, and notices in public libraries.
15. The Board directs staff to consider the following in pursuing any enforcement of section 995, subdivision (b)(1)(A)-(F): before imposing monetary penalties, staff shall provide one or more warnings; monetary penalties must be based on an ability to pay determination, consider allowing a payment plan of at least 12 months, and shall not result in a tax lien; and Board enforcement shall not result in shutoff.
16. The Board encourages entities other than Board staff that consider any enforcement of this regulation to apply these same factors identified in resolved paragraph 15. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Moreover, the Water Code does not impose a mandatory penalty for violations of the regulation adopted by this resolution, and local agencies retain their enforcement discretion in enforcing the regulation, to the extent authorized, and may develop their own progressive enforcement practices to encourage conservation.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts California Code of Regulations, title 23, section 995, as appended to this resolution as an emergency regulation.
2. State Water Board staff will submit the regulation to the Office of Administrative Law (OAL) for final approval.
3. If, during the approval process, State Water Board staff, the State Water Board, or OAL determines that minor corrections to the language of the regulation or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director or designee may make such changes.

4. This regulation shall remain in effect for one year after filing with the Secretary of State unless the State Water Board determines that it is no longer necessary due to changed conditions or unless the State Water Board renews the regulation due to continued drought conditions, as described in Water Code section 1058.5.
5. The State Water Board directs State Water Board staff to work with the Department of Water Resources and the Save Our Water campaign to disseminate information regarding the emergency regulations.
6. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Local agencies are encouraged to develop their own progressive enforcement practices to promote conservation.

CERTIFICATION

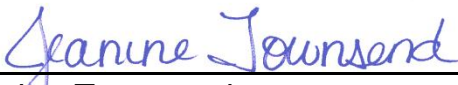
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

AYE: Vice Chair Dorene D'Adamo
Board Member Sean Maguire
Board Member Laurel Firestone
Board Member Nichole Morgan

NAY: None

ABSENT: Chair E. Joaquin Esquivel

ABSTAIN: None



Jeanine Townsend
Clerk to the Board

ADOPTED TEXT OF EMERGENCY REGULATION

Title 23. Waters

Division 3. State Water Resources Control Board and Regional Water Quality Control Boards

Chapter 3.5. Urban Water Use Efficiency and Conservation

Article 2. Prevention of Drought Wasteful Water Uses

§ 995. Wasteful and Unreasonable Water Uses.

(a) As used in this section:

(1) "Turf" has the same meaning as in section 491.

(2) "Incidental runoff" means unintended amounts (volume) of runoff, such as unintended, minimal overspray from sprinklers that escapes the area of intended use. Water leaving an intended use area is not considered incidental if it is part of the facility or system design, if it is due to excessive application, if it is due to intentional overflow or application, or if it is due to negligence.

(b)(1) To prevent the unreasonable use of water and to promote water conservation, the use of water is prohibited as identified in this subdivision for the following actions:

(A) The application of potable water to outdoor landscapes in a manner that causes more than incidental runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;

(B) The use of a hose that dispenses water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;

(C) The use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard surfaced areas, except in cases where health and safety are at risk;

(D) The use of potable water for street cleaning or construction site preparation purposes, unless no other method can be used or as needed to protect the health and safety of the public;

(E) The use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those decorative fountains, lakes, or ponds that use pumps to recirculate water and only require refilling to replace evaporative losses;

(F) The application of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one fourth of one inch of rain. In determining whether measurable rainfall of at least fourth of one inch of rain occurred in a given area, enforcement may be based on records of the National Weather Service, the closest CIMIS station to the parcel, or any other reliable source of rainfall data available to the entity undertaking enforcement of this subdivision; and

(G) The use of potable water for irrigation of ornamental turf on public street medians.

(2) Notwithstanding subdivision (b)(1), the use of water is not prohibited by this section to the extent necessary to address an immediate health and safety need. This may include, but is not limited to, the use of potable water in a fountain or water feature when required to be potable because human contact is expected to occur.

(c)(1) To prevent the unreasonable use of water and to promote water conservation, any homeowners' association or community service organization or similar entity is prohibited from:

(A) Taking or threatening to take any action to enforce any provision of the governing documents or architectural or landscaping guidelines or policies of a common interest development where that provision is void or unenforceable under section 4735, subdivisions (a) and (b) of the Civil Code;

(B) Imposing or threatening to impose a fine, assessment, or other monetary penalty against any owner of a separate interest for reducing or eliminating the watering of vegetation or lawns during a declared drought emergency, as described in section 4735, subdivision (c) of the Civil Code; or

(C) Requiring an owner of a separate interest upon which water-efficient landscaping measures have been installed in response to a declared drought emergency, as described in section 4735, subdivisions (c) and (d) of the Civil Code, to reverse or remove the water-efficient landscaping measures upon the conclusion of the state of emergency.

(2) As used in this subdivision:

(A) "Architectural or landscaping guidelines or policies" includes any formal or informal rules other than the governing documents of a common interest development.

(B) "Homeowners' association" means an "association" as defined in section 4080 of the Civil Code.

(C) "Common interest development" has the same meaning as in section 4100 of the Civil Code.

(D) "Community service organization or similar entity" has the same meaning as in section 4110 of the Civil Code.

(E) "Governing documents" has the same meaning as in section 4150 of the Civil Code.

(F) "Separate interest" has the same meaning as in section 4185 of the Civil Code.

(3) If a disciplinary proceeding or other proceeding to enforce a rule in violation of subdivision (c)(1) is initiated, each day the proceeding remains pending shall constitute a separate violation of this regulation.

(d) To prevent the unreasonable use of water and to promote water conservation, any city, county, or city and county is prohibited from imposing a fine under any local maintenance ordinance or other relevant ordinance as prohibited by section 8627.7 of the Government Code.

(e) The taking of any action prohibited in subdivision (b), (c) or (d) is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(f) A decision or order issued under this section by the Board or an officer or employee of the Board is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, 4150, 4185, and 4735, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 491, and 1122, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976.

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-22

WHEREAS on April 12, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed states of emergency that continue today and exist across all the counties of California, due to extreme and expanding drought conditions; and

WHEREAS climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and California is in a third consecutive year of dry conditions, resulting in continuing drought in all parts of the State; and

WHEREAS the 21st century to date has been characterized by record warmth and predominantly dry conditions, and the 2021 meteorological summer in California and the rest of the western United States was the hottest on record; and

WHEREAS since my October 19, 2021 Proclamation, early rains in October and December 2021 gave way to the driest January and February in recorded history for the watersheds that provide much of California's water supply; and

WHEREAS the ongoing drought will have significant, immediate impacts on communities with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

WHEREAS the two largest reservoirs of the Central Valley Project, which supplies water to farms and communities in the Central Valley and the Santa Clara Valley and provides critical cold-water habitat for salmon and other anadromous fish, have water storage levels that are approximately 1.1 million acre-feet below last year's low levels on this date; and

WHEREAS the record-breaking dry period in January and February and the absence of significant rains in March have required the Department of Water Resources to reduce anticipated deliveries from the State Water Project to 5 percent of requested supplies; and

WHEREAS delivery of water by bottle or truck is necessary to protect human safety and public health in those places where water supplies are disrupted; and

WHEREAS groundwater use accounts for 41 percent of the State's total water supply on an average annual basis but as much as 58 percent in a critically dry year, and approximately 85 percent of public water systems rely on groundwater as their primary supply; and

WHEREAS coordination between local entities that approve permits for new groundwater wells and local groundwater sustainability agencies is important to achieving sustainable levels of groundwater in critically overdrafted basins; and

WHEREAS the duration of the drought, especially following a multiyear drought that abated only five years ago, underscores the need for California to redouble near-, medium-, and long-term efforts to adapt its water management and delivery systems to a changing climate, shifting precipitation patterns, and water scarcity; and

WHEREAS the most consequential, immediate action Californians can take to extend available supplies is to voluntarily reduce their water use by 15 percent from their 2020 levels by implementing the commonsense measures identified in operative paragraph 1 of Executive Order N-10-21 (July 8, 2021); 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, and under 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.

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 sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021 Proclamations remain in full force and effect, except as modified by those Proclamations and herein. State agencies shall continue to implement all directions from those Proclamations and accelerate implementation where feasible.
2. To help the State achieve its conservation goals and ensure sufficient water for essential indoor and outdoor use, I call on all Californians to strive to limit summertime water use and to use water more efficiently indoors and out. The statewide Save Our Water conservation campaign at [SaveOurWater.com](https://www.SaveOurWater.com) provides simple ways for Californians to reduce water use in their everyday lives. Furthermore, I encourage Californians to understand and track the amount of water they use and measure their progress toward their conservation goals.
3. By May 25, 2022, the State Water Resources Control Board (Water Board) shall consider adopting emergency regulations that include all of the following:
 - a. A requirement that each urban water supplier, as defined in section 10617 of the Water Code, shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water

supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code;

- b. A requirement that each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2), by a date to be set by the Water Board; and
- c. A requirement that each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, shortage response actions established by the Water Board, which shall take into consideration model actions that the Department of Water Resources shall develop for urban water supplier water shortage contingency planning for Level 2, by a date to be set by the Water Board.

To further conserve water and improve drought resiliency if the drought lasts beyond this year, I encourage urban water suppliers to conserve more than required by the emergency regulations described in this paragraph and to voluntarily activate more stringent local requirements based on a shortage level of up to thirty percent (Level 3).

- 4. To promote water conservation, the Department of Water Resources shall consult with leaders in the commercial, industrial, and institutional sectors to develop strategies for improving water conservation, including direct technical assistance, financial assistance, and other approaches. By May 25, 2022, the Water Board shall consider adopting emergency regulations defining “non-functional turf” (that is, a definition of turf that is ornamental and not otherwise used for human recreation purposes such as school fields, sports fields, and parks) and banning irrigation of non-functional turf in the commercial, industrial, and institutional sectors except as it may be required to ensure the health of trees and other perennial non-turf plantings.
- 5. In order to maximize the efficient use of water and to preserve water supplies critical to human health and safety and the environment, Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended, with respect to the directives in paragraphs 3 and 4 of this Order and any other projects and activities for the purpose of water conservation to the extent necessary to address the impacts of the drought, and any permits necessary to carry out such projects or activities. Entities that desire to conduct activities under this suspension, other than the directives in paragraphs 3 and 4 of this Order, shall first request that the Secretary of the Natural Resources Agency make a determination that the proposed activities are eligible to be conducted under this suspension. The Secretary shall use sound discretion in applying this Executive Order to ensure that the suspension serves the purpose of accelerating conservation projects that are necessary to address impacts of the drought, while at the same time

protecting public health and the environment. The entities implementing these directives or conducting activities under this suspension shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

6. To support voluntary approaches to improve fish habitat that would require change petitions under Water Code section 1707 and either Water Code sections 1425 through 1432 or Water Code sections 1725 through 1732, and where the primary purpose is to improve conditions for fish, the Water Board shall expeditiously consider petitions that add a fish and wildlife beneficial use or point of diversion and place of storage to improve conditions for anadromous fish. California Code of Regulations, title 23, section 1064, subdivisions (a)(1)(A)(i)-(ii) are suspended with respect to any petition that is subject to this paragraph.
7. To facilitate the hauling of water for domestic use by local communities and domestic water users threatened with the loss of water supply or degraded water quality resulting from drought, any ordinance, regulation, prohibition, policy, or requirement of any kind adopted by a public agency that prohibits the hauling of water out of the water's basin of origin or a public agency's jurisdiction is hereby suspended. The suspension authorized pursuant to this paragraph shall be limited to the hauling of water by truck or bottle to be used for human consumption, cooking, or sanitation in communities or residences threatened with the loss of affordable safe drinking water. Nothing in this paragraph limits any public health or safety requirement to ensure the safety of hauled water.
8. The Water Board shall expand inspections to determine whether illegal diversions or wasteful or unreasonable use of water are occurring and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
9. To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not:
 - a. Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability

Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; or

- b. Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

This paragraph shall not apply to permits for wells that will provide less than two acre-feet per year of groundwater for individual domestic users, or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code.

10. To address household or small community drinking water shortages dependent upon groundwater wells that have failed due to drought conditions, the Department of Water Resources shall work with other state agencies to investigate expedited regulatory pathways to modify, repair, or reconstruct failed household or small community or public supply wells, while recognizing the need to ensure the sustainability of such wells as provided for in paragraph 9.
11. State agencies shall collaborate with tribes and federal, regional, and local agencies on actions related to promoting groundwater recharge and increasing storage.
12. To help advance groundwater recharge projects, and to demonstrate the feasibility of projects that can use available high water flows to recharge local groundwater while minimizing flood risks, the Water Board and Regional Water Quality Control Boards shall prioritize water right permits, water quality certifications, waste discharge requirements, and conditional waivers of waste discharge requirements to accelerate approvals for projects that enhance the ability of a local or state agency to capture high precipitation events for local storage or recharge, consistent with water right priorities and protections for fish and wildlife. For the purposes of carrying out this paragraph, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, and Chapter 3 (commencing with section 85225) of Part 3 of Division 35 of the Water Code and regulations adopted pursuant thereto are hereby suspended to the extent necessary to address the impacts of the drought. This suspension applies to (a) any actions taken by state agencies, (b) any actions taken by local agencies where the state agency with primary responsibility for the implementation of the directives concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b). The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.
13. With respect to recharge projects under either Flood-Managed Aquifer Recharge or the Department of Water Resources Sustainable

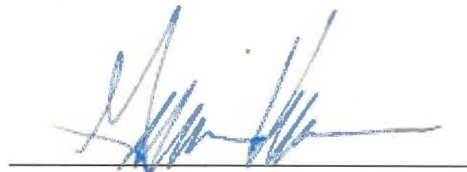
Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water Resources concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

14. To increase resilience of state water supplies during prolonged drought conditions, the Department of Water Resources shall prepare for the potential creation and implementation of a multi-year transfer program pilot project for the purpose of acquiring water from willing partners and storing and conveying water to areas of need.
15. By April 15, 2022, state agencies shall submit to the Department of Finance for my consideration proposals to mitigate the worsening effects of severe drought, including emergency assistance to communities and households and others facing water shortages as a result of the drought, facilitation of groundwater recharge and wastewater recycling, improvements in water use efficiency, protection of fish and wildlife, mitigation of drought-related economic or water-supply disruption, and other potential investments to support short- and long-term drought response.

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 28th day of March 2022.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

**State of California
Office of Administrative Law**

In re:
State Water Resources Control Board

Regulatory Action:

Title 23, California Code of Regulations

Adopt sections: 996

Amend sections:

Repeal sections:

**NOTICE OF APPROVAL OF EMERGENCY
REGULATORY ACTION**

Government Code Sections 11346.1 and
11349.6

OAL Matter Number: 2022-0606-03

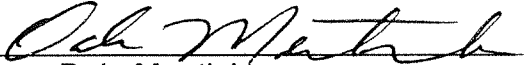
OAL Matter Type: Emergency (E)

This emergency action by the State Water Resources Control Board adopts a new regulation which requires urban water suppliers to submit preliminary supply and demand assessments to the Department of Water Resources and to implement Level 2 demand reduction actions (actions intended to result in a 10 to 20 percent savings). The regulation bans the irrigation of non-functional turf with potable water in commercial, industrial, and institutional sectors and establishes that such irrigation is an infraction punishable by a fine of up to five hundred dollars for each day in which the violation occurs pursuant to Water Code section 1058.5(d).

OAL approves this emergency regulatory action pursuant to sections 11346.1 and 11349.6 of the Government Code. Pursuant to Water Code section 1058.5(b), the Finding of Emergency in this matter was exempt from Office of Administrative Law Review.

This emergency regulatory action is effective on 6/10/2022 and, pursuant to Water Code section 1058.5(c), will expire on 6/10/2023. The Certificate of Compliance for this action is due no later than 6/9/2023.

Date: June 10, 2022


Dale Mentink
Assistant Chief Counsel

For: Kenneth J. Pogue
Director

Original: Eileen Sobeck, Executive
Director

Copy: Garrett Lenahan

EMERGENCY

For use by Secretary of State only

OAL FILE NUMBERS	NOTICE FILE NUMBER Z-	REGULATORY ACTION NUMBER 2022	EMERGENCY NUMBER -0606-03E
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For use by Office of Administrative Law (OAL) only

OFFICE OF ADMIN. LAW
2022 JUN 6 PM 3:18ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JUN 10 2022

2:06 PM

NOTICE

REGULATIONS

AGENCY WITH RULEMAKING AUTHORITY

State Water Resources Control Board

AGENCY FILE NUMBER (If any)

A. PUBLICATION OF NOTICE (Complete for publication in Notice Register)

1. SUBJECT OF NOTICE		TITLE(S)	FIRST SECTION AFFECTED	2. REQUESTED PUBLICATION DATE	
3. NOTICE TYPE ☐ Notice re Proposed Regulatory Action ☐ Other		4. AGENCY CONTACT PERSON		TELEPHONE NUMBER	FAX NUMBER (Optional)
OAL USE ONLY ☐ ACTION ON PROPOSED NOTICE ☐ Approved as Submitted ☐ Approved as Modified ☐ Disapproved/Withdrawn		NOTICE REGISTER NUMBER		PUBLICATION DATE	

B. SUBMISSION OF REGULATIONS (Complete when submitting regulations)

1a. SUBJECT OF REGULATION(S) Water Demand Reduction Emergency Regulation	1b. ALL PREVIOUS RELATED OAL REGULATORY ACTION NUMBER(S)
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2. SPECIFY CALIFORNIA CODE OF REGULATIONS TITLE(S) AND SECTION(S) (Including title 26, if toxics related)

SECTION(S) AFFECTED (List all section number(s) individually. Attach additional sheet if needed.)	ADOPT 996 AMEND REPEAL 23
--	---------------------------------------

3. TYPE OF FILING

☐ Regular Rulemaking (Gov. Code §11346)	☐ Certificate of Compliance: The agency officer named below certifies that this agency complied with the provisions of Gov. Code §§11346.2-11347.3 either before the emergency regulation was adopted or within the time period required by statute.	☐ Emergency Readopt (Gov. Code, §11346.1(h))	☐ Changes Without Regulatory Effect (Cal. Code Regs., title 1, §100)
☐ Resubmittal of disapproved or withdrawn nonemergency filing (Gov. Code §§11349.3, 11349.4)	☐ Resubmittal of disapproved or withdrawn emergency filing (Gov. Code, §11346.1)	☐ File & Print	☐ Print Only
☒ Emergency (Gov. Code, §11346.1(b))	☒ Other (Specify) <u>Water Code Section 1058.5</u>		

4. ALL BEGINNING AND ENDING DATES OF AVAILABILITY OF MODIFIED REGULATIONS AND/OR MATERIAL ADDED TO THE RULEMAKING FILE (Cal. Code Regs. title 1, §44 and Gov. Code §11347.1)

5. EFFECTIVE DATE OF CHANGES (Gov. Code, §§ 11343.4, 11346.1(d); Cal. Code Regs., title 1, §100)

☐ Effective January 1, April 1, July 1, or October 1 (Gov. Code §11343.4(a))	☒ Effective on filing with Secretary of State	☐ \$100 Changes Without Regulatory Effect	☐ Effective other (Specify)
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6. CHECK IF THESE REGULATIONS REQUIRE NOTICE TO, OR REVIEW, CONSULTATION, APPROVAL OR CONCURRENCE BY, ANOTHER AGENCY OR ENTITY

☐ Department of Finance (Form STD. 399) (SAM §6660)	☐ Fair Political Practices Commission	☐ State Fire Marshal
☐ Other (Specify)		

7. CONTACT PERSON Garrett Lenahan	TELEPHONE NUMBER (916) 341-5179	FAX NUMBER (Optional)	E-MAIL ADDRESS (Optional)
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8. I certify that the attached copy of the regulation(s) is a true and correct copy of the regulation(s) identified on this form, that the information specified on this form is true and correct, and that I am the head of the agency taking this action, or a designee of the head of the agency, and am authorized to make this certification.

SIGNATURE OF AGENCY HEAD OR DESIGNEE

Eric Oppenheimer

Digitally signed by Eric Oppenheimer
Date: 2022.06.06 14:24:44 -0700

DATE

6/6/2022

TYPED NAME AND TITLE OF SIGNATORY

Eric Oppenheimer, Chief Deputy Director, State Water Resources Control Board

For use by Office of Administrative Law (OAL) only

AUTHORIZED FOR FILING AND PRINTING

JUN 10 2022

Office of Administrative Law

ADOPTED EMERGENCY REGULATION TEXT

Title 23. Waters

Division 3. State Water Resources Control Board and Regional Water Quality Control Boards

Chapter 3.5. Urban Water Use Efficiency and Conservation

Article 2. Prevention of Drought Wasteful Water Uses

§ 996. Urban Drought Response Actions

(a) As used in this section:

(1) "Commercial, industrial and institutional" refers to commercial water users, industrial water users, and institutional water users as respectively defined in Water Code, section 10608.12, subdivisions (e), (i), and (j), and includes homeowners' associations, common interest developments, community service organizations, and other similar entities but does not include the residences of these entities' members or separate interests.

(2) "Common interest development" has the same meaning as in section 4100 of the Civil Code.

(3) "Community service organization or similar entity" has the same meaning as in section 4110 of the Civil Code.

(4) "Homeowners' association" means an "association" as defined in section 4080 of the Civil Code.

(5) "Non-functional turf" means turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events. Non-functional turf does not include sports fields and turf that is regularly used for human recreational purposes or for civic or community events.

(6) "Plant factor" has the same meaning as in section 491.

(7) "Separate interest" has the same meaning as in section 4185 of the Civil Code.

(8) "Turf" has the same meaning as in section 491.

(9) "Urban water supplier" has the same meaning as Water Code section 10617.

(10) "Water shortage contingency plan" means the plan required by Water Code section 10632.

(b) Each urban water supplier shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1

of the Water Code no later than June 1, 2022 or the effective date of this section, whichever comes later, and submit a final annual water supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code.

(c) (1) Each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources shall implement by June 10, 2022, at a minimum, all demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2).

(2) Notwithstanding subdivision (c)(1), urban water suppliers shall not be required to implement new residential connection moratoria pursuant to this section.

(3) Notwithstanding subdivision (c)(1), an urban water supplier may implement the actions identified in subdivision (d) in lieu of implementing the demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code section 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2), provided the supplier meets all of the following:

(i) The supplier's annual water supply and demand assessment submitted to the Department of Water Resources demonstrates an ability to maintain reliable supply until September 30, 2023.

(ii) The supplier does not rely on, for any part of its supply, the Colorado River, State Water Project, or Central Valley Project, and no more than ten (10) percent of its supply comes from critically overdrafted groundwater basins as designated by the Department of Water Resources.

(iii) The supplier's average number of gallons of water used per person per day by residential customers for the year 2020 is below 55 gallons, as reported to the Board in the Electronic Annual Report.

(d) Each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources shall, by June 10, 2022, and continuing until the supplier has implemented all demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2), implement at a minimum the following actions:

(1) Initiate a public information and outreach campaign for water conservation and promptly and effectively reach the supplier's customers, using efforts such as email, paper mail, bill inserts, customer app notifications, news articles, websites, community events, radio and television, billboards, and social media.

(2) Implement and enforce a rule or ordinance limiting landscape irrigation with potable water to no more than two (2) days per week and prohibiting landscape irrigation with potable water between the hours of 10:00 a.m. and 6:00 p.m.

(3) Implement and enforce a rule or ordinance banning, at a minimum, the water uses prohibited by section 995. Adoption of a rule or ordinance is not required if the supplier has authority to enforce, as infractions, the prohibitions in section 995 and takes enforcement against violations.

(e) (1) To prevent the unreasonable use of water and to promote water conservation, the use of potable water is prohibited for the irrigation of non-functional turf at commercial, industrial, and institutional sites.

(2) Notwithstanding subdivision (e)(1), the use of water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need.

(3) Notwithstanding subdivision (e)(1), an urban water supplier may approve a request for continued irrigation of non-functional turf where the user certifies that the turf is a low water use plant with a plant factor of 0.3 or less, and demonstrates the actual use is less than 40% of reference evapotranspiration.

(f) The taking of any action prohibited in subdivision (e) is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(g) A decision or order issued under this section by the Board, or an officer or employee of the Board, is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, and 4185, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 377, 491, 1058.5, 1122, 10608.12, 10617, 10632, and 10632.1, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-5-23

WHEREAS on April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions; and

WHEREAS the multi-year nature of the current drought, which began three years after the record-setting drought of 2012-2016, continues to have significant, immediate impacts on communities across California with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

WHEREAS the March 3, 2023, snow survey conducted by the Department of Water Resources and partner agencies found that most regions of the Sierra Nevada are above average for snow water content, and some regions are nearing record amounts of snow, and snow and rain has fallen across many regions of the state since then, with more precipitation forecasted; and

WHEREAS improved conditions have helped rehabilitate surface water supplies, but have not abated the severe drought conditions that remain in some parts of the State, including the Klamath River basin and the Colorado River basin, and many groundwater basins throughout the State remain depleted from overreliance and successive multi-year droughts; and

WHEREAS continued action by the State is needed to address ongoing consequences of the drought emergency, including groundwater supply shortages, domestic well failures, and drought-related harm to native fishes in the Klamath River and Clear Lake watersheds; and

WHEREAS the drought emergency has required a dynamic and flexible response from the State, and several provisions in my prior Proclamations and Orders have been terminated or superseded already, specifically Paragraphs 4 and 8 of my State of Emergency Proclamation dated April 21, 2021, Paragraphs 2, 4, and 7 of my State of Emergency Proclamation dated May 10, 2021, Paragraphs 3, 4, 5, 6, and 10 of my State of Emergency Proclamation dated July 8, 2021, and Paragraph 9 of Executive Order N-7-22; and

WHEREAS improved conditions warrant an even more targeted State response to the ongoing drought emergency and certain provisions in my State of Emergency Proclamations dated April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, and in Executive Orders N-10-21, N-7-22, and N-3-23 provide authority that is no longer needed to mitigate the effects of the drought conditions or direct actions by state agencies, departments, and boards that have already been completed; and

WHEREAS notwithstanding the rescission of certain emergency authorities for emergency drinking water action, state agencies have existing legal authority and funding to continue expedited work to advance the human right to water, and state agencies will continue all ongoing drought resilience planning work, including through coordination with local agencies and tribes; and

WHEREAS next winter's hydrology is uncertain and the most efficient way to preserve the State's improved surface water supplies is for Californians to continue their ongoing efforts to make conservation a way of life; 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, and under Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

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 sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my State of Emergency Proclamations dated April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, and Executive Orders N-7-22 (March 28, 2022), N-3-23 (February 13, 2023), and N-4-23 (March 10, 2023), remain in full force and effect, except as modified by those Proclamations and Orders and herein. State agencies shall continue to implement all directions from those Proclamations and Orders and accelerate implementation where feasible.
2. The following provisions of my State of Emergency Proclamation dated April 21, 2021, are terminated:
 - a. Paragraph 2;
 - b. Paragraphs 5-7; and
 - c. Paragraphs 9-14.
3. The following provisions of my State of Emergency Proclamation dated May 10, 2021, are terminated:
 - a. Paragraph 1;
 - b. Paragraph 3;
 - c. Paragraph 5; and
 - d. Paragraphs 9-10.
4. The following provisions of my State of Emergency Proclamation dated July 8, 2021, are terminated:
 - a. Paragraph 2;
 - b. Paragraphs 7-8, except those portions of paragraph 7 withdrawing provisions of prior orders;
 - c. Paragraphs 11-12.

5. The following provisions of my State of Emergency Proclamation dated October 19, 2021, are terminated:

- a. Paragraph 2;
- b. Paragraphs 4-5;
- c. Paragraph 8; and
- d. Paragraph 10.

6. The following provisions of Executive Order N-10-21 are terminated:

- a. Paragraph 1; and
- b. Paragraph 3

7. The following provisions of Executive Order N-7-22 are terminated:

- a. Paragraphs 1-3;
- b. Paragraph 6; and
- c. Paragraphs 14-15.

8. The following provisions of Executive Order N-3-23 are terminated:

- a. Paragraph 1; and
- b. Paragraph 3, except those portions of the paragraph withdrawing provisions of prior orders.

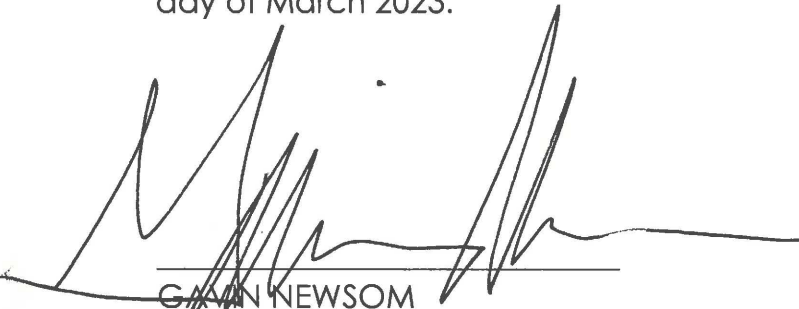
9. Paragraph 6 of my State of Emergency Proclamation dated May 10, 2021, and Paragraph 9 of my State of Emergency Proclamation dated July 8, 2021, are withdrawn and replaced with the following text:

To ensure critical instream flows for species protection in the Klamath River and Clear Lake watersheds, the State Water Resources Control Board (Water Board) and Department of Fish and Wildlife shall evaluate the minimum instream flows and other actions needed to protect salmon, steelhead, the Clear Lake Hitch, and other native fishes in critical streams systems in these watersheds and work with water users, tribes, and other parties on voluntary measures to implement those actions. To the extent voluntary actions are not sufficient, the Water Board, in coordination with the Department of Fish and Wildlife, shall consider emergency regulations to establish minimum instream flows to mitigate the effects of the drought conditions. For purposes of state agencies carrying out or approving any actions contemplated by this paragraph, Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are suspended. Nothing in this Paragraph affects or limits the validity of actions already taken in the Klamath and Clear Lake watersheds or ongoing under Paragraph 6 of my State of Emergency Proclamation dated May 10, 2021, or Paragraph 9 of my State of Emergency Proclamation dated July 8, 2021.

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 24th day of March 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State



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

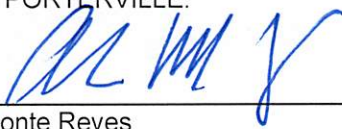
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

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.

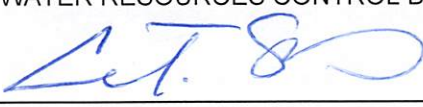
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

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 7, 2023

SUBJECT: Review Process for Fireworks Sales

SOURCE: Fire

COMMENT: At its meeting on April 20, 2021, the City Council acted to modify the City's Fireworks Ordinance, including: 1) the prohibited use of certain legal fireworks which omit loud shrill sounds (e.g. "Whistling Phantom") and are also known to be modified after sale to create explosive devices; 2) increased fines for violations and increasingly higher fines for repeat offenders; 3) a "Host" component that the property owner could be held liable for the lighting of an illegal firework; and 4) a rewards program of \$50 for each public tip resulting in a citation for not following the City's Fireworks Ordinance. At its meeting on February 15, 2022, the Council reviewed the City's Fireworks Ordinance, a five-year citation collection history, and considered modifications to the process that included an annual review of the Ordinance in November prior to the Fireworks lottery for any potential modifications. At its meeting on November 1, 2022, Council reviewed the City's Fireworks Ordinance, and no modifications were recommended at that time.

This report provides the Council with the current City codes relating to the annual sales of Safe and Sane Fireworks, a three-year dangerous fireworks citation history, and the Agenda Staff Reports from the Council meetings of February 15, 2022 and November 1, 2022.

RECOMMENDATION: That the City Council consider the report and provide direction on the process by which fireworks sales are conducted annually within the city of Porterville

ATTACHMENTS:

1. Municipal Code Chapter 12, Article II. Fireworks
2. Fireworks Citations Review: 2021 - 2023
3. City Council Agenda Staff Report: February 15, 2022
4. City Council Agenda Staff Report: November 1, 2022

Appropriated/Funded:

Review By:
Department Director:
Bryan Cogburn, Fire Chief

Item No.

Final Approver: John Lollis, City Manager



ARTICLE II. FIREWORKS

SECTION:

- 12-2.1: Definitions
- 12-2.2: Sales Of Fireworks; Permits Required
- 12-2.3: Public Displays Of Fireworks
- 12-2.4: Number Of Permits Limited/Preapplication
- 12-2.5: Sales Of Safe And Sane Fireworks; Applications For Permits
- 12-2.6: Permit Issuance Based On Drawing Selections
- 12-2.7: Period Of Discharge
- 12-2.8: Prohibitions On Discharge
- 12-2.9: Time Period For Sale
- 12-2.10: Prohibitions
- 12-2.11: Regulations Related To Fireworks Sales
- 12-2.12: Fireworks Stands; Requirements
- 12-2.13: Fireworks Stands; Locations
- 12-2.14: Certificate Of Insurance
- 12-2.15: State Fireworks Law
- 12-2.16: Revocation Of Permits
- 12-2.17: Nonissuance Of Permits
- 12-2.18: Seizure Of Fireworks
- 12-2.19: Exceptions
- 12-2.20: Violations; Penalties
- 12-2.21: Social Host
- 12-2.22: Reward Program

12-2.1: DEFINITIONS:

For the purposes of this article, definitions shall have the respective meaning ascribed to them in section 12500 et seq., of the Health And Safety Code of the State of California, and, unless otherwise apparent from the context, certain words and phrases used in this article are defined as follows:

CITY:	The City of Porterville.
DANGEROUS FIREWORKS:	Any fireworks specified as such in the state fireworks law, section 12500 et seq., of the Health And Safety Code of the state and such other fireworks as may be determined to be dangerous by the state fire marshal.
ELIGIBLE ORGANIZATION:	An organization which has met all of the following criteria for a continuous period of not less than one full year preceding submittal of an application for the permit required by this article (and which continues to do so thereafter): A. The organization must be a duly organized not for profit charitable, religious, civic, patriotic or community service organization;

	B. The organization must be headquartered within and clearly affiliated or identified with Porterville; C. The organization must be one which provides direct and regular community services and benefits to the citizens of the city; and D. The organization must hold its regularly scheduled meetings within the city; E. Must maintain a bona fide membership of at least twenty (20) members; F. The organization must have a tax exempt identification number assigned to them; G. One application per tax exempt ID number will be allowed; and H. One permit per tax exempt number will be allowed.
FIRE CHIEF:	The fire chief or his/her duly authorized designee.
FIREWORKS:	Any combustible or explosive composition, or any substance or combination of substances, or device prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation, and shall include blank cartridges, toy pistols, toy cannons, toy canes or toy guns in which explosives are used, firecrackers, torpedoes, skyrockets, roman candles, daygo bombs, sparklers or other devices of like construction and any devices containing any explosive or flammable compound, or any tablet or other device containing an explosive substance; except that the term "fireworks" shall not include any auto flares, paper caps containing not in excess of an average of twenty five one-hundredths (0.25) of a grain of explosive content per cap and toy pistols, toy canes, toy guns or other devices for use of such caps, the sale and use of which shall be permitted at all times.
SAFE AND SANE FIREWORKS:	Any fireworks which do not fall within the definition of "dangerous fireworks" or "exempt fireworks" per Health and Safety Code section 12529. The California state fire marshal's seal of registration shall be applied to all classified fireworks and pyrotechnic devices by a licensed manufacturer, importer, exporter or wholesaler and shall indicate the classification assigned by the state fire marshal.
STAND:	Any building, counter, or other structure of a temporary nature used in the sale or offering for sale of fireworks pursuant to a permit duly issued. (Ord. 1650 § 2, 4-6-2004; Ord. 1776, 4-5-2011; Ord. 1799, 11-5-2013; Ord. 1882, 5-4-2021)

12-2.2: SALES OF FIREWORKS; PERMITS REQUIRED:

A. It shall be unlawful for any person to sell or offer for sale any dangerous fireworks in the city.

B. It shall be unlawful for any person to sell or offer for sale any "safe and sane" fireworks in the city without first obtaining a permit therefor. (Ord. 1650 § 3, 4-6-2004; Ord. 1882, 5-4-2021)

12-2.3: PUBLIC DISPLAYS OF FIREWORKS:

The fire chief shall have power to adopt reasonable rules and regulations for the granting of permits for supervised public displays of fireworks by a jurisdiction, fair associations, amusement parks, other organizations or for use of fireworks by artisans in pursuit of their trade. Every such use or display shall be handled by a licensed operator approved by the fire chief and shall be of such character and so located, discharged or fired so as, in the opinion of the fire chief after proper investigation, not to be hazardous to property or endanger any person. Said rules and regulations are as follows:

A. Applications: Applications for permits shall be made in writing at least ten (10) days in advance of the date of the display. After such privilege shall be granted, sale, possession, use and distribution of fireworks for such display shall be lawful for that purpose only. No permit granted hereunder shall be transferable.

B. Bond For Fireworks Display Required: The permittee shall furnish a bond or certificate of insurance in an amount deemed adequate by the city's risk manager for the payment of all damages which may be caused either to a person or persons or to property by reason of the permitted display and arising from any acts of the permittee, his agents, employees or subcontractors.

C. Disposal of Unfired Fireworks: Any fireworks that remain unfired after the display is concluded shall be immediately disposed of in a way safe for the particular type of fireworks remaining. (Ord. 1650 § 3, 4-6-2004; Ord. 1776, 4-5-2011; Ord. 1882, 5-4-2021)

12-2.4: NUMBER OF PERMITS LIMITED/PREAPPLICATION:

The maximum number of permits to sell "safe and sane" fireworks which may be issued pursuant to this article during any one calendar year shall not exceed one permit for each four thousand (4,000) residents of the city, or major fraction thereof, based on the most recent population figure as determined by the federal decennial census and updated annually by the California state department of finance. If the number of preapplications received up to and including the last day for making applications pursuant to this article exceeds the number of permits to be issued for the city, the fire chief shall thereafter supervise a public drawing to determine an order of priority for each preapplication. Preapplications can be obtained at the fire department or online at the city of Porterville's website between January 1 and the last business day of January. All applicants will be assigned a number in the order in which the preapplication is received. The drawing will be held between February 16 and February 28 each year. (Ord. 1799, 11-5-2013; Ord. 1882, 5-4-2021)

12-2.5: SALES OF SAFE AND SANE FIREWORKS; APPLICATIONS FOR PERMITS:

Permits to sell "safe and sane" fireworks shall be issued by the fire chief. Application packets for a permit will be furnished to eligible organizations whose number has been drawn. Each organization must meet all the applicable requirements set forth in the application for permits section and the permit issuance section.

A. Any eligible organization desiring to sell "safe and sane" fireworks in the city of Porterville shall obtain a permit application from the fire department. Permit applications shall be obtained during the period commencing the first business day of March and ending the last business day in March.

B. Such applications shall be signed by a bona fide officer of the eligible organization, wherein the officer, on behalf of the organization and its agents, shall agree to abide by state laws and administrative regulations and all the stipulations of this code and the permit if permission to operate a fireworks stand shall be granted to the organization.

C. Completed applications shall be returned to the fire department no later than five o'clock (5:00) P.M. on the last business day of March each year. Any eligible organization making an application for such permit to sell "safe and sane" fireworks that fails to return the completed application prior to five o'clock (5:00) P.M. on the last regular business day in March shall not be issued a permit to sell "safe and sane" fireworks.

D. The licensee shall use the net proceeds derived from its operations under such license only for such nonprofit, charitable, religious or eleemosynary service projects that shall be of direct benefit to the city of Porterville and for no other purpose. (Ord. 1650 § 3, 4-6-2004; Ord. 1776, 4-5-2011; Ord. 1799, 11-5-2013; Ord. 1882, 5-4-2021)

12-2.6: PERMIT ISSUANCE BASED ON DRAWING SELECTIONS:

A. All eligible organizations shall obtain and submit to the fire department the following forms supplied by the fire department. Forms will be supplied to those organizations whose drawn assigned number is sequentially within the total number of permits to be issued. All other applicants will be placed on a waiting list in the sequence of their drawn assigned number. If an applicant does not satisfy the requirements of this section within the time periods identified in this section, the next drawn assigned number on the waiting list will be notified and provided with the following paperwork:

1. The property owner's release form signed by the property owner authorizing permission to erect a fireworks stand on his property;

2. The fireworks storage form indicating where and how the fireworks will be stored when not in the approved stand;

3. The state fire marshal's license to sell safe and sane fireworks;

4. A copy of the temporary seller's permit issued by the state board of equalization; and

a. The certificate of insurance required by section 12-2.14 of this article.

b. A statement of organization eligibility.

c. A site plan indicating location of stand, distance to nearest building, ingress, egress, parking, etc.

B. These forms must be returned to the fire department by the last business day of March.

C. No permit issued or authorized shall be transferable or assignable.

D. When all the application requirements have been completed and the fireworks stand location has been approved, the fire department shall authorize the erection of a fireworks stand. Each qualified organization shall pay to the administrative services director or designee a permit fee amount as listed in the master administrative fee schedule amended from time to time by resolution of the city council. This fee will include a refundable cleanup deposit. Each permit shall be for only one stand per eligible organization and shall be forwarded to the fire department for delivery as set forth in subsection E of this section.

E. Permits will be effective only when issued by the fire department after the final inspection of the stand shows compliance with all the requirements of this article. (Ord. 1650 § 3, 4-6-2004; Ord. 1776, 4-5-2011; Ord. 1799, 11-5-2013; Ord. 1882, 5-4-2021)

12-2.7: PERIOD OF DISCHARGE:

Safe and sane fireworks, as defined by section 12529 of the California Health And Safety Code, as amended ("fireworks"), may be discharged within the city limits of the city of Porterville ("city") during the period beginning at twelve o'clock (12:00) noon on June 28 and ending at eleven fifty nine o'clock (11:59) P.M. on July 4 of any year. (Ord. 1776, 4-5-2011; Ord. 1882, 5-4-2021)

12-2.8: PROHIBITIONS ON DISCHARGE:

It shall be unlawful for any person to ignite, explode, project, or otherwise fire or use, or permit the ignition, explosion or projection of any fireworks upon, over, or onto the private property of another, or to ignite, explode, project, or otherwise fire or make use of any fireworks within fifteen feet (15') of any residence, dwelling or any other structure, public property, fields or waterway. (Ord. 1776, 4-5-2011; Ord. 1882, 5-4-2021)

12-2.9: TIME PERIOD FOR SALE:

Safe and sane fireworks" may be sold within the city limits of the city of Porterville during the period beginning twelve o'clock (12:00) noon on June 28 and ending at ten o'clock (10:00) P.M. on July 4. The hours of operation of any stand shall be limited to nine o'clock (9:00) A.M. to ten o'clock (10:00) P.M. daily during the days identified in this article, except that hours of operation of any stand on June 28 shall commence at twelve o'clock (12:00) noon. (Ord. 1650 § 3, 4-6-2004; Ord. 1882, 5-4-2021)

12-2.10: PROHIBITIONS:

A. The manufacture of fireworks is prohibited within the jurisdiction.

B. No person shall possess, sell, deliver, deal in, use, explode or fire, or cause to be used, exploded or fired, any form of fireworks designated as "dangerous fireworks" by section 12505 of the Health And Safety Code of the state of California.

C. The possession, sale, delivery, dealing in, use, exploding or firing of any form of fireworks designated as "safe and sane fireworks" by section 12529 of the Health and Safety Code of the state of California is expressly prohibited, except as limited by this article.

D. It shall be unlawful to store any fireworks in any residence, home, garage, or automobile within the city of Porterville. It shall also be unlawful to store any fireworks in any building or other place within the city of Porterville without having first applied for and received a permit pursuant to section 12-2.2 of this article.

E. No fireworks shall be stored within one hundred feet (100') of any gasoline service station or any garage located within twenty five feet (25') of any other structure. Any facility for the storage of fireworks shall maintain a minimum setback from the street curbing of ten feet (10').

F. No person shall light, or cause or permit to be lighted, any fireworks, or any other article or material, within any structure approved for fireworks storage, or within fifty feet (50') thereof.

G. No smoking shall be allowed in any structure that is used for storing fireworks nor within fifty feet (50') of said structure. "No Smoking" signs shall be prominently displayed. (Ord. 1650 § 4, 4-6-2004; Ord. 1776, 4-5-2011)

H. Notwithstanding anything to the contrary, "piccolo pete", "whistling pete", or "whistling phantom" type fireworks (including other fireworks of similar design, construction and performance) shall not be manufactured, possessed, delivered, used, discharged, displayed, or sold separately or in combination with otherwise allowed fireworks. The possession, manufacture, storage, sale, handling, use, and discharge of fireworks of this type are subject to the penalties outlined in Section 12-2.20.A of this Code. (Ord. 1650 § 4, 4-6-2004; Ord. 1776, 4-5-2011; Ord. 1882, 5-4-2021)

12-2.11: REGULATIONS RELATED TO FIREWORKS SALES:

A. It shall be unlawful for any eligible organization to which a permit has been issued:

1. To operate in violation of California Code of Regulations title 19, chapter 6, regulating the storage, transportation, sale and use of fireworks.
2. To obtain or use more than one permit for one stand per year.
3. To fail to clear all flammable or burnable materials within thirty feet (30') from any fireworks stand and to maintain such conditions during the period prescribed for the sale of fireworks.
4. To allow smoking within fifty feet (50') of any such business location or stand or to fail to post "No Smoking" signs with such wording in red letters not less than four inches (4") in height on a white background on all sides of any such stand.
5. To fail to have immediately available within the stand a certified fire extinguisher or other fire extinguishing device of a type approved by the fire department.
6. To sell fireworks earlier than twelve o'clock (12:00) noon on June 28 or later than ten o'clock (10:00) P.M. on July 4.
7. To fail to dismantle and remove any stand or structure of any nature where fireworks were sold as of five o'clock (5:00) P.M. July 8.
8. To sell fireworks to persons under sixteen (16) years of age.

B. No person other than a member (or their spouse) of the organization or a volunteer who is associated with the organization having a permit shall be permitted to sell or otherwise participate in the sale of fireworks. All fireworks stands shall have the safety regulations posted inside the stand in an approved location. The size of the safety poster will be approved and provided by the fire department. A maximum of one member for every four (4) linear feet of stand is permitted within the stand at any one time (i.e., if the stand is 32 feet long, 32 divided by 4 equals 8 members allowed in the stand) and all persons selling fireworks must be at least eighteen (18) years old.

C. No sleeping inside the fireworks stand will be permitted at any time.

D. No person shall use or handle fireworks while under the influence of intoxicating liquids or narcotics. Alcohol and narcotics are prohibited within the fireworks stand.

E. All electrical/spark producing appliances (fans, coolers, air conditioners, etc.) are prohibited inside the fireworks stands and shall not block the means of egress.

F. Those fireworks which are classified as "dangerous" fireworks under Section 12505 of the California Health and Safety Code are prohibited, except that such fireworks as are defined and classified as "safe and sane fireworks" in Section 12529 of the California Health and Safety Code may be displayed, sold and used pursuant to the provisions of this chapter and not otherwise. Notwithstanding anything to the contrary, "piccolo pete", "whistling pete", or "whistling phantom" type fireworks (including other fireworks of similar design, construction and performance) shall not be manufactured, possessed, delivered, used, discharged, displayed, or sold separately or in combination with otherwise allowed fireworks. The possession, manufacture, storage, sale, handling, use, and discharge of fireworks of this type are subject to the penalties outlined in Section 12-2.20.A of this Code. (Ord. 1650 § 4, 4-6-2004; Ord. 1776, 4-5-2011; Ord. 1799, 11-5-2013; Ord. 1882, 5-4-2021)

12-2.12: FIREWORKS STANDS; REQUIREMENTS:

All retail sales of "safe and sane fireworks" shall be permitted only from within a temporary fireworks stand and sales from any other building or structure is prohibited. Temporary stands shall be subject to the following provisions:

A. No fireworks stand shall be located within twenty five feet (25') of any other building or within one hundred feet (100') of a gasoline pump, or within one hundred feet (100') of another fireworks stand, when measured closest point to closest point. Canopies within ten feet (10') of a stand shall be considered an extension of the stand for measurement of setback distances. Minimum setback from the street curbing, alley, or driveway shall be ten feet (10'). Stands shall not cover or impede any public rights of way.

B. No stand shall have a floor area in excess of four hundred (400) square feet. The width and length of each stand shall be a maximum of ten feet by forty feet (10' x 40'), respectively.

C. Each stand must have at least two (2) exits located on separate walls. Fireworks stands with only three (3) sides and open from the back will not require exits. Fireworks stands shall have exits at least thirty inches (30") in width at both ends of the structure. An aisle with a minimum width of thirty inches (30") shall lead to each exit. Exits shall remain unobstructed. No supplies or other materials shall be stored in front of exit doors. All exit doors shall remain unlocked and unlatched whenever the stand is occupied.

- D. Each stand shall keep easily accessible a minimum of one 2 1/2-gallon water pressure type fire extinguisher and one 2A10BC rated dry chemical fire extinguisher and each shall be in good working order and bear a current inspection sticker. Extinguishers must be of a type approved for such use by the Porterville fire department.
- E. All stands must be constructed of solid wood or metal.
- F. After hours, stands must be properly secured or a security guard must be provided to patrol the premises. Under no circumstances shall the night watchman sleep within the fireworks stand.
- G. All unsold stock and accompanying litter shall be removed from the location by five o'clock (5:00) P.M. July 5.
- H. Fireworks stand may be brought to the site one week prior to June 28 and must be dismantled and removed by five o'clock (5:00) P.M. July 8.
- I. Temporary lighting may be installed in the fireworks stands. Approved temporary lights must have a guard protecting the bulb/fixture and all wiring and fixtures must be 3-wire and grounded.
- J. Primary power to the temporary lighting may be by means of on site commercial power in a fixed facility or by means of an on site portable generator. Generators must be located at least twenty five feet (25') from the fireworks stand. Location of portable generators must be approved by fire department.
- K. Fuel for portable generators is not allowed to be kept on the premises.
- L. No switches, electrical receptacles (plug ins), or splices are permitted within the stand.
- M. Extension cords to the stand are to be heavy duty, minimum of fifteen (15) amp capacity, and protected from vehicular damage. Romex is not an acceptable extension cord.
- N. All trash shall be removed from the premises and the fireworks stand each evening at the close of business.
- O. No person shall light, or cause or permit to be lighted, any fireworks or any other article or material within any such stand, or within fifty feet (50') thereof.
- P. No alcoholic beverages shall be allowed on the premises. No person who is under the influence of alcoholic beverages shall enter or be allowed into the sales booth.
- Q. Signage will be clearly displayed at each site providing for the fines as specified in section 12-2.20 of this article.
- R. Canopies within twenty five feet (25') of a stand must be labeled by the manufacturer as fire resistive. The total allowable canopy area within twenty five feet (25') of a stand shall be no larger than two hundred (200) square feet.
- S. Canopies within twenty five feet (25') of a stand shall meet the requirements set forth in the California code of regulations title 24, part 9, chapter 24 and title 19, division 1. (Ord. 1650 § 4, 4-6-2004; Ord. 1776, 4-5-2011; Ord. 1799, 11-5-2013; Ord. 1882, 5-4-2021)

12-2.13: FIREWORKS STANDS; LOCATIONS:

- A. In no instance shall any fireworks stand be located within a residential zoned district.
- B. No stand shall be located closer than one hundred feet (100') from another. (Ord. 1776, 4-5-2011; Ord. 1882, 5-4-2021)

12-2.14: CERTIFICATE OF INSURANCE:

Prior to the issuance of a permit, the eligible organization shall procure a certificate of insurance acceptable to the city. The certificate shall name the city of Porterville, its officers, agents, employees and volunteers as "additional insured". The certificate shall evidence coverage in an amount determined by the city's risk manager; providing, however, the amount shall not be less than one million dollars (\$1,000,000.00) combined bodily injury and property damage for each occurrence, and the deductible, if any, shall not be greater than one thousand dollars (\$1,000.00). The certificate shall specify the time, location, and dates to be covered by the policy. The certificate shall be provided to the fire department no later than five o'clock (5:00) P.M. on the last regular business day in March of the subject year or at such other time as the chief of the fire department may allow. (Ord. 1330, 5-7-1985; Ord. 1568, 1-19-1999; Ord. 1601, 5-1-2001; Ord. 1799, 11-5-2013; Ord. 1882, 5-4-2021)

12-2.15: STATE FIREWORKS LAW:

The provisions of this article shall be construed so as not to conflict with the state fireworks law. (Ord. 1330, 5-7-1985; Ord. 1568, 1-19-1999; Ord. 1601, 5-1-2001; Ord. 1882, 5-4-2021)

12-2.16: REVOCATION OF PERMITS:

Any violation of this article or other city laws, or the terms and conditions of the permit, or state laws or administrative regulations, or safety rules of the fire department shall be grounds for the immediate revocation of the permit. All officers, agents, and employees of the eligible organization shall be responsible for compliance with all the provisions of this article. (Ord. 1330, 5-7-1985; Ord. 1568, 1-19-1999; Ord. 1601, 5-1-2001; Ord. 1882, 5-4-2021)

12-2.17: NONISSUANCE OF PERMITS:

The final decision to issue permits shall rest with the fire chief. In cases such as civil unrest, severe drought conditions, or any other such situation deemed to be harmful or to have the possibility of creating an extreme hazard to persons and/or property the fire chief shall be the final authority in granting permits for fireworks sales. The right to refuse permits to applicants who have violated the regulations in this article in previous years shall also rest with the fire chief. (Ord. 1330, 5-7-1985; Ord. 1568, 1-19-1999; Ord. 1601, 5-1-2001; Ord. 1882, 5-4-2021)

12-2.18: SEIZURE OF FIREWORKS:

The fire chief shall have the authority to seize, take, remove, or cause to be removed at the expense of the owner, all stocks of fireworks offered or exposed for sale, stored, or held in violation of this article. (Ord. 1776, 4-5-2011; Ord. 1882, 5-4-2021)

12-2.19: EXCEPTIONS:

Nothing in this article shall be construed as prohibiting the use of torpedoes, flares, or fuses by railroads or other transportation agencies for signal purposes of illumination; or the sale or use of blank cartridges for ceremonial purposes, athletic, or sports events or military ceremonies or demonstrations; or the sale, discharge or display of fireworks by permittees having a permit as herein provided; or the use and display of fireworks of whatever nature by any person engaged in the production of motion pictures, theatricals, or operas when such use and display is a necessary part of such production; or the transportation of fireworks through the city in regular course, and in original packages or containers from any point outside of the city to any other point outside the city. (Ord. 1330, 5-7-1985; Ord. 1568, 1-19-1999; Ord. 1601, 5-1-2001; Ord. 1882, 5-4-2021)

12-2.20: VIOLATIONS; PENALTIES:

A. The maximum fines for any violation related to the improper use, or any violation of the provisions outlined in this Chapter for the manufacture, possession, sale, delivery, use, or discharge of "Safe and Sane" fireworks within the City of Porterville, or any other violation of this Chapter other than the violations set forth in subsection (B) below, or unless otherwise specified in this Chapter, shall be:

1. One-thousand dollars (\$1,000) for the first offense; and
2. Two-thousand five hundred dollars (\$2,500) for the second offense within 36 months of the previous violation; and
3. Five-thousand dollars (\$5,000) for each subsequent offense within 36 months of the previous violation.

B. The maximum fines for the manufacture, possession, sale, delivery, use, or discharge of dangerous fireworks within the city of Porterville shall be:

1. Two-thousand five hundred dollars (\$2,500) for the first offense; and
2. Five-thousand dollars (\$5,000) for the second offense within 36 months of the previous violation; and
3. Ten-thousand dollars (\$10,000) for each subsequent offense within 36 months of the previous violation.

C. Any administrative fine or administrative civil penalty assessed pursuant to this Chapter 12-2, shall provide for cost reimbursement to the Office of the State Fire Marshal and the collection of disposal costs pursuant to Health and Safety Code Section 12557.

D. Chapter 12-2 shall be limited to apply only to a person, organization, group, association, etc., who possesses or the seizure of 25 pounds or less of dangerous fireworks.

E. Any administrative fine or administrative civil penalty collected pursuant to this Chapter 12-2, shall not be subject to Health and Safety Code Section 12706, Disposition of Fines and Forfeitures. (Ord. 1799, 11-5-2013; Ord. 1882, 5-4-2021)

12-2.21: SOCIAL HOST:

A. Findings, Intent and Purpose.

1. Findings. The City Council, pursuant to the police powers delegated to it by the California Constitution, has the authority to enact laws which promote the public health, safety and general welfare of its residents. The illegal possession, manufacture, storage, sale, handling, use, and discharge of fireworks, defined as "Dangerous Fireworks" in Section 12-2.1 of this code, on private property is harmful to and creates a threat to public health, safety, quiet

enjoyment of residential property and the general welfare. While the discharge of illegal fireworks can be tied to a particular residence or property, it is often difficult to tell who at the residence or property discharged the illegal firework(s). The owner or tenant of the premises is often in the best position to control, and knows or should know of the possession, manufacture, storage, sale, handling, use, or discharge of illegal fireworks on his/her residence or commercial premises. The City Council finds that in too many cases, persons having possession or control of private property where the illegal possession, manufacture, storage, sale, handling and use of fireworks occurs, have failed to ensure that illegal fireworks are not possessed, manufactured, stored, sold, handled, used, or discharged on their property. Furthermore, problems associated with the illegal possession, manufacture, storage, sale, handling, use and discharge of fireworks are difficult to prevent and deter unless the Fire Chief, Police Chief, or other designated official of the City of Porterville has the legal authority to cite the owner or tenant of the premises where illegal fireworks are possessed, manufactured, stored, sold, handled, used or discharged.

2. Intent. The intent of this section is to protect the public health, safety, quiet enjoyment of residential property, and general welfare, rather than to punish. An ordinance that imposes liability on property owners or tenants for allowing the possession, manufacture, storage, sale, handling or use of illegal fireworks on their property is necessary to deter and prevent such possession, manufacture, storage, sale, handling, use, or discharge and to deter persons who actively and passively aid, allow, or tolerate such activities on their property.

3. Purposes. The purposes of this section are to protect the public health, safety and general welfare, to deter the possession, manufacture, storage, sale, handling, use or discharge of illegal fireworks, and to reduce the costs of providing police, fire, and other emergency response services to areas where illegal fireworks are being possessed, manufactured, stored, sold, handled, used, or discharged. These purposes are implemented by the imposition of a civil money penalty against social hosts (landowners or tenants) who actively or passively aid, allow or tolerate the possession, manufacture, storage, sale, handling, use, or discharge of illegal fireworks on their property.

4. Declaration. For these reasons, the City Council declares that the possession, manufacture, storage, sale, handling, use, or discharge of illegal fireworks is a threat to the peace, health, safety and general welfare of the public. Such actions constitute a public nuisance as they affect at the same time the entire community of the City of Porterville as well as the neighborhoods in which they occur. The nuisance created thereby presents an immediate threat to the public health and safety, warranting summary abatement by the Fire Chief, Police Chief, or other City of Porterville designated official under Government Code Section 38773.

B. Definitions. For the purposes of this section, the following terms shall have the following meanings:

RESIDENCE or OTHER PRIVATE PROPERTY:	A home, yard, apartment, condominium, hotel or motel room, or other dwelling unit, or a hall, meeting room, office, land or building, whether occupied on a temporary or permanent basis, whether occupied as a dwelling, business, or location for parties or other social functions, and whether owned, leased, rented, or used with or without compensation.
RESPONSIBLE PERSON:	A person or persons with a right of possession of the residence or other private property at which illegal fireworks are possessed, manufactured, stored, handled, used or discharged, including but not limited to: a. Any owner of the residence or other private property, meaning the record owner of the title to property as of the time of the possession, manufacture, storage, sale, handling or use of illegal fireworks, wherever that person or entity resides at that time; b. A tenant or lessee of the residence or other private property at the time when illegal fireworks are possessed, manufactured, stored, handled, used or discharged; c. The person(s) in charge of the residence or other private property at the time when illegal fireworks are possessed, manufactured, stored, sold, handled, used or discharged; d. The person(s) who organizes, supervises, officiates, conducts or controls the gathering or any other person(s) accepting responsibility for such a gathering where illegal fireworks are possessed, manufactured, stored, sold, handled, used or discharged. A responsible person need not be present at the time illegal fireworks are possessed, manufactured, stored, sold, handled, used, or discharged in order for the City of Porterville to impose civil money penalties upon such responsible person. Prior knowledge of the

possession, use, manufacture, storage, sale, handling, use, or discharge of illegal fireworks is not prerequisite to a finding that any specific individual is a responsible person as defined by this section.

C. Responsibility for Proper Property Management. Every owner, occupant, lessee, tenant or holder of any possessory interest of a residence or other private property within the City of Porterville is required to maintain, manage and supervise the property and all persons thereon in a manner so as not to violate the provision of this section. The owner of the property may remain liable for such violations regardless of any contract or agreement with any third party regarding the property.

D. Penalties for Violation.

1. It is a civil violation of this section, and a public nuisance constituting an immediate threat to public health and safety warranting all remedies otherwise permitted by this Code including but not limited to summary abatement, for any responsible person to conduct or allow illegal possession, manufacture, storage, sale, handling, use, or discharge of fireworks on his/her residential or other private property. Such a violation additionally subjects any and all responsible persons to the civil money penalties specified in Section 12-2.10.B of this code.

2. In the event that a juvenile hosts a gathering at a residence or other private property at which illegal possession, manufacture, storage, sale, handling, use, or discharge of fireworks occurs, then the parents or guardians of that juvenile will be jointly and severally liable for any penalties incurred pursuant to this section.

E. Social host liability.

1. The City, in its discretion, may opt to not hold a private property owner liable under this section for a violation of Sections 12-2.7, 12-2.8, or 12-2.10, on that property if the owner can demonstrate that at the time of such violation if they:

- a. Had rented or leased the property to another;
- b. Were not present;
- c. Had no prior knowledge of, or reason to know of the violation; and
- d. There has been no prior notice of violation or citation issued to the particular occupant at the premises.

2. No person who has the right to use, possess or occupy a unit in a multifamily residential property under a lease, rental agreement or contract shall be liable under this section for violations of Sections 12-2.7, 12-2.8, or 12-2.10 occurring in the common areas of the property, solely on the basis of that right to use, possess or occupy that unit.

3. Nothing in this section shall limit the liability of any social host for a violation of Section 12-2.7, 12-2.8, or 12-2.10 by the social host.

F. Additional Remedies/Penalties. Violations may be deemed a misdemeanor or infraction. Any person who violates any provision of this chapter is guilty of an infraction or a misdemeanor at the discretion of the city attorney. Upon conviction, the person is subject to punishment by as prescribed in Section 1-9 and any other applicable available remedies in this Code. To the fullest extent permitted by law, that person shall also be responsible for all costs associated with the safe disposal of all confiscated fireworks as well as all expenses, costs, fees and fines associated with the investigation of the charges, as well as all expenses and costs associated with any emergency response, by fire, police, building and safety and code enforcement departments as a result of a violation.

G. Administrative citation and fine.

1. A peace officer or code enforcement officer may issue an administrative citation and fine for the violation of any of the provisions of this chapter as provided in Chapter 2, Article XIV of the Porterville Municipal Code, without prior issuance of a notice of violation. In addition to the proscribed penalties, and to the fullest extent permitted by law, the person shall also be responsible for all costs associated with the safe disposal of all confiscated fireworks as well as all expenses, costs, fees and fines associated with the investigation of the charges, as well as all expenses and costs associated with any emergency response, by fire, police, animal control, building and safety, and code enforcement departments as a result of a violation.

2. The administrative citation fines shall be as defined in Section 12-2.20.

3. All administrative citation procedures, including appeal procedures, as set forth in Chapter 2, Article XIV of the Porterville Municipal Code shall be applicable to administrative citations issued for violations of this chapter.

H. Remedies cumulative. The remedies provided in this chapter are not to be construed as exclusive remedies and, in the event of violation, the city may pursue any proceedings or remedies otherwise provided by law.

I. Assessment against property for unpaid costs. If the administrative costs and the cost of removal which are charged against the owner of a parcel of land pursuant to Sections 12-2.18, 12-2.20, and this section 12-2.21 are not paid within thirty days of the date of the order, or the final disposition of an appeal therefrom, such costs may be assessed against the parcel of land pursuant to Section 38773.5 of the Government Code and may be transmitted to the tax collector for collection. Said assessment shall have the same priority as other city taxes.

J. Cost assessment. If the City opts for enforcement pursuant to subsection I. above, City officials investigating the firework abatement matter shall keep an account of the cost of abatement on each separate lot or parcel of land where the work is done. After confirmation of an account report, on or before August 10 of each year, a certified copy of the confirmed report shall be filed with the Tulare County auditor for the amounts of the respective assessments against the respective parcels of land as they appear on the current assessment roll. They shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for property taxes. All laws and ordinances applicable to the levy collection and enforcement of city taxes are made applicable to such special assessments, and the lien of said assessment shall have priority of the taxes with which it is collected. (Ord. 1882, 5-4-2021)

12-2.22: REWARD PROGRAM:

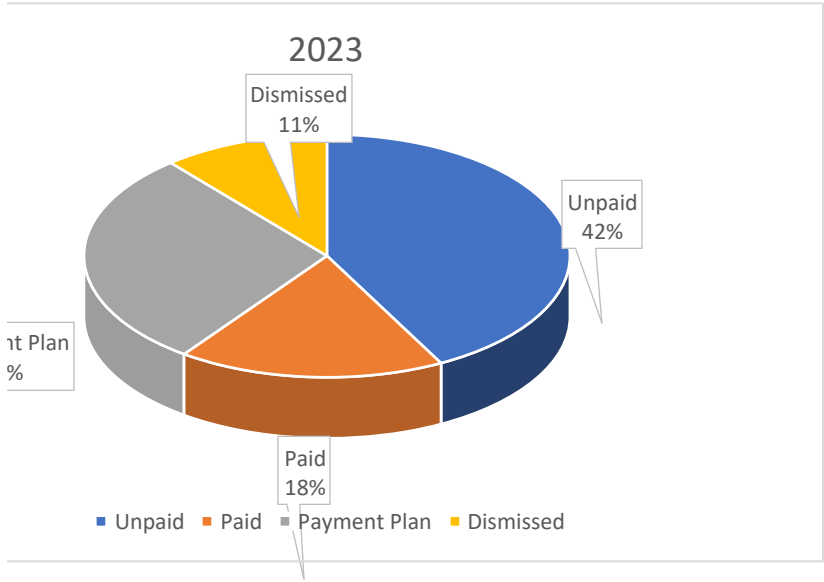
The City Council is authorized to establish, by Resolution, a reward program, using funds consisting of fines collected from firework violations, to pay to individuals providing information leading to the identification and successful criminal or civil prosecution of any person violating the Porterville City Code related to the unlawful possession, use, manufacture, storage, sale, handling, use, or discharge of dangerous fireworks. (Ord. 1882, 5-4-2021)

Cite #	Issued for	Section	Issue Date	Time	Officer	Fine	Paid	Req Hearing
3516	FW	12-2.10(B)	5/10/2023	900	Guerrero	\$2,500	PP	
3151	FW	12-2.10.B,	5/12/2023	2204	Dignam	\$2,500	YES	
3461	FW	12-2.10(B)	7/2/2023	2115	Guerrero	\$2,500	PP	
3154	FW	12-2.10.B,	7/3/2023	2230	Dignam	\$2,500	NO	
3462	FW	12-2.10(B)	7/3/2023	2118	Guerrero	\$2,500	YES	
2001	FW	12-2.10.B,	7/4/2023	2058	Zavala	\$2,500	NO	
3155	FW	12-2.10.B,	7/4/2023	2117	Dignam	\$2,500	NO	
2003	FW	12-2.10 B,	7/4/2023	2230	Zavala	\$2,500	YES	YES
3156	FW	12-2.10.B,	7/4/2023	2117	Dignam	\$2,500	PP	
3463	FW	12-2.10(B)	7/4/2023	2041	Guerrero	\$2,500	NO	
3464	FW	12-2.10(B)	7/4/2023	2046	Guerrero	\$2,500	NO	
3465	FW	12-2.10(B)	7/4/2023	2112	Guerrero	\$2,500	PP	
3467	FW	12-2.10(B)	7/4/2023	2131	Guerrero	\$2,500	NO	
5308	FW	12-2.10(B)	7/4/2023	2036	Garcia	\$2,500	NO	
5309	FW	12-2.10(B)	7/4/2023	2055	Garcia	\$2,500	NO	
5310	FW	12-2.10(B)	7/4/2023	2102	Garcia	\$2,500	PP	
5311	FW	12-2.10(B)	7/4/2023	2148	Garcia	\$2,500	PP	
5312	FW	12-2.10(B)	7/4/2023	2208	Garcia	\$2,500	PP	
2585	FW	12-2.10(B),	7/10/2023	1644	Guerrero	\$2,500	NO	
3110	FW	12-2.10(B),	8/24/2023		Garcia	\$2,500	NO	
3469	FW Mailed	12-2.10(B),	7/2/2023	2312	Guerrero	\$2,500	NO	
3157	FW Mailed	12-2.10.B,	7/4/2023	2102	Dignam	\$2,500	PP	
3158	FW Mailed	12-2.10.B,	7/4/2023	2123	Dignam	\$2,500	NO	
3159	FW Mailed	12-2.10.B,	7/4/2023	2127	Dignam	\$2,500	NO	
2004	FW Mailed	12-2.10 B,	7/4/2023	2252	Zavala	\$2,500	PP	
3160	FW Mailed	12-2.10.B,	7/4/2023	2133	Dignam	\$2,500	YES	YES
3161	FW Mailed	12-2.10.B,	7/4/2023	2159	Dignam	\$2,500	NO	
3162	FW Mailed	12-2.10.B,	7/4/2023	2211	Dignam	\$2,500	PP	
3163	FW Mailed	12-2.10.B,	7/4/2023	2219	Dignam	\$2,500	NO	
3164	FW Mailed	12-2.10.B,	7/4/2023	2245	Dignam	\$2,500	PP	
3466	FW Mailed	12-2.10(B),	7/4/2023	2115	Guerrero	\$2,500	YES	
3470	FW Mailed	12-2.10(B),	7/4/2023	2050	Guerrero	\$2,500	YES	
3472	FW Mailed	12-2.10(B)	7/4/2023	252	Guerrero	\$2,500	NO	
3473	FW Mailed	12-2.10(B),	7/4/2023		Guerrero	\$2,500	PP	
3474	FW Mailed	12-2.10(B),	7/4/2023		Guerrero	\$2,500	YES	YES
2575	FW Mailed	12-2.10(B),	7/4/2023		Guerrero	\$2,500	NO	
2576	FW Mailed	12-2.10(B),	7/4/2023		Guerrero	\$2,500	NO	
2577	FW Mailed	12-2.10(B),	7/4/2023		Guerrero	\$2,500	YES	YES
2578	FW Mailed	12-2.10(B),	7/4/2023		Guerrero	\$2,500	YES	YES
5314	FW Mailed	12-2.10(B),	7/4/2023	2015	Garcia	\$2,500	YES	
5315	FW Mailed	12-2.10(B),	7/4/2023	2230	Garcia	\$2,500	YES	
5316	FW Mailed	12-2.10(B),	7/4/2023	2116	Garcia	\$2,500	PP	
3468	FW Mailed	12-2.10(B),	7/5/2023	1317	Guerrero	\$5,000	YES	YES
2579	FW Mailed	12-2.10(B),	7/5/2023	146	Guerrero	\$2,500	YES	YES
2174	FW Mailed	12-2.10(B),	7/4/2023		Garcia	\$2,500	NO	
Cite #	Issued for	Section	Issue Date	Time	Officer	Fine	Paid	Req Hearing

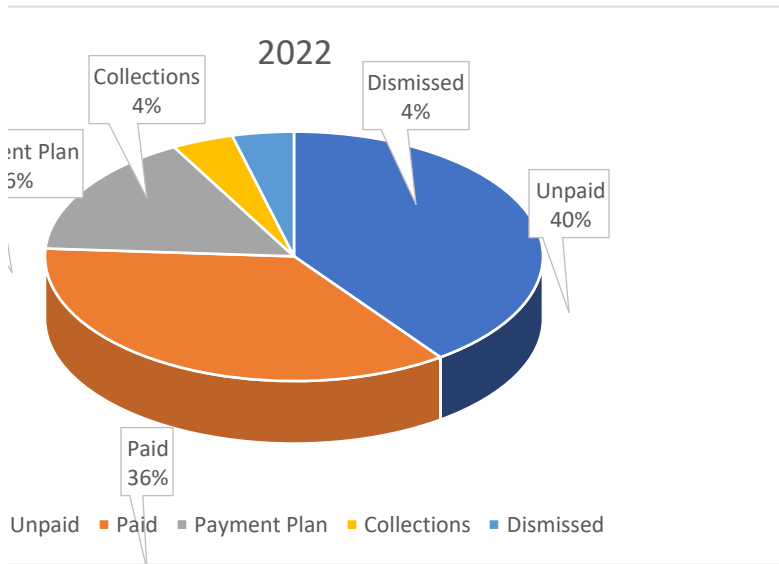
3137	FW	12-2.10.B,	4/19/2022	1300	Dignam	\$2,500	NO	
3138	FW	12-2.10.B,	7/3/2022	2102	Dignam	\$2,500	YES	
3139	FW	12-2.10.B,	7/3/2022	2125	Dignam	\$2,500	PP	
4151	FW	12-2.10.B,	7/3/2022	2157	Baker	\$2,500	NO	
4128	FW	12-2.10.B,	7/3/2022	2204	Segovia	\$2,500	NO	
3140	FW	12-2.10.B,	7/3/2022	2219	Dignam	\$2,500	PC	
3141	FW	12-2.10.B,	7/4/2022	2038	Dignam	\$2,500	YES	
4129	FW	12-2.10.B,	7/4/2022	2052	Segovia	\$2,500	NO	
4152	FW	12-2.10.B,	7/4/2022	2057	Baker	\$2,500	YES	
3109	FW	12-2.10.B,	7/4/2022	2102	Dignam	\$2,500	PP	
3147	FW	12-2.10.B,	7/4/2022	2128	Dignam	\$2,500	NO	
3143	FW	12-2.10.B,	7/4/2022	2134	Dignam	\$2,500	PP	
4132	FW	12-2.10.B,	7/4/2022	2202	Segovia	\$2,500	NO	
3146	FW	12-2.10.B,	7/4/2022	2204	Dignam	\$2,500	YES	
4153	FW	12-2.8, 2-14	7/4/2022	2220	Baker	\$1,000	NO	
4154	FW	12-2.10.B,	7/4/2022	2251	Baker	\$2,500	NO	
3142	FW	12-2.10.B,	7/4/2022	2309	Dignam	\$2,500	YES	
3144	FW	12-2.10.B,	7/4/2022	2312	Dignam	\$2,500	YES	
3145	FW	12-2.10.B,	7/4/2022	2350	Dignam	\$2,500	NO	
4130	FW	12-2.10.B,	7/4/2022		Segovia	\$2,500	YES	
4131	FW	12-2.10.B,	7/4/2022		Segovia	\$2,500	YES	
3149	FW	12-2.10.B,	7/5/2022	127	Dignam	\$2,500	NO	
4500	FW	12-2.10.B,	7/13/2022		Garcia	\$2,500	PP	
4501	FW	12-2.10.B,	7/13/2022		Garcia	\$2,500	YES	YES
4869	FW	12-2.10.B,	8/10/2022		Garcia	\$2,500	YES	
Cite #	Issued for	Section	Issue Date	Time	Officer	Fine	Paid	Req Hearing
33+74:	FW	12-2.10.B,	6/14/2021	1143	Dignam	\$2,500	YES	
3334	FW	12-2.10.B,	6/14/2021	1147	Dignam	\$2,500	NO	
3335	FW	12-2.10.B,	6/28/2021	1149	Dignam	\$2,500	NO	
5171	FW	12-2.10b, 1	6/29/2021	900	Balanga	\$2,500	NO	
5170	FW	12-2.10b, 1	6/29/2021	840	Balanga	\$2,500	NO	
5172	FW	12-2.10b, 1	6/29/2021	935	Balanga	\$2,500	YES	
5173	FW	12-2.10b, 1	6/29/2021	1005	Balanga	\$2,500	YES	
5174	FW	12-2.10b, 1	6/29/2021	1025	Balanga	\$2,500	YES	
5174	FW	12-2.10b, 1	6/29/2021	1030	Balanga	\$2,500	YES	
3765	FW	12-2.10b, 1	6/29/2021	920	Garcia	\$2,500	NO	
5100	FW	12-2.10b, 1	6/29/2021	1105	Garcia	\$2,500	NO	
3766	FW	12-2.10b, 1	6/30/2021	1534	Garcia	\$2,500	YES	
3683	FW	12-2.10.B,	7/3/2021	2051	Balanga	\$2,500	NO	
5081	FW	12-2.10.B,	7/3/2021	2100	Pendergraf	\$2,500	NO	
3136	FW	12-2.10.B,	7/3/2021	2104	Dignam	\$2,500	NO	
3684	FW	12-2.10.B,	7/3/2021	2114	Balanga	\$2,500	YES	
5053	FW	12-2.10.B,	7/4/2021	2020	Hosfeldt	\$2,500	YES	
3685	FW	12-2.10.B,	7/4/2021	2030	Balanga	\$2,500	NO	
4976	FW	12-2.10.B,	7/4/2021	2030	Graves	\$2,500	NO	
5054	FW	12-2.10.B,	7/4/2021	2040	Hosfeldt	\$2,500	NO	
5101	FW	12-2.10.B,	7/4/2021	2045	Garcia	\$2,500	NO	
5055	FW	12-2.10.B,	7/4/2021	2055	Hosfeldt	\$2,500	NO	

3686	FW	12-2.10.B,	7/4/2021	2100	Balanga	\$2,500	PC	
4984	FW	12-2.10.B,	7/4/2021	2030	Graves	\$2,500	NO	
5102	FW	12-2.10.B,	7/4/2021	2110	Garcia	\$2,500	NO	
4977	FW	12-2.10.B,	7/4/2021	2110	Graves	\$2,500	YES	
4978	FW	12-2.10.B,	7/4/2021	2120	Graves	\$2,500	NO	
3687	FW	12-2.10.B,	7/4/2021	2121	Balanga	\$2,500	NO	
5057	FW	12-2.10.B,	7/4/2021	2125	Hosfeldt	\$2,500	NO	
5103	FW	12-2.10.B,	7/4/2021	2130	Garcia	\$2,500	NO	
4979	FW	12-2.10.B,	7/4/2021	2130	Graves	\$2,500	YES	
3688	FW	12-2.10.B,	7/4/2021	2140	Balanga	\$2,500	NO	
3689	FW	12-2.10.B,	7/4/2021	2147	Balanga	\$2,500	YES	
5058	FW	12-2.10.B,	7/4/2021	2150	Hosfeldt	\$2,500	NO	
3690	FW	12-2.10.B,	7/4/2021	2203	Balanga	\$2,500	PC	
5059	FW	12-2.10.B,	7/4/2021	2209	Hosfeldt	\$2,500	NO	
4980	FW	12-2.10.B,	7/4/2021	2220	Graves	\$2,500	NO	
3691	FW	12-2.10.B,	7/4/2021	2226	Balanga	\$2,500	YES	
4981	FW	12-2.10.B,	7/4/2021	2230	Graves	\$2,500	NO	
4982	FW	12-2.10.B,	7/4/2021	2252	Graves	\$2,500	YES	
5060	FW	12-2.10.B,	7/4/2021	2253	Hosfeldt	\$2,500	NO	
3692	FW	12-2.10.B,	7/4/2021	2325	Balanga	\$2,500	NO	
3693	FW	12-2.10.B,	7/4/2021	2308	Balanga	\$2,500	YES	
5061	FW	12-2.10.B,	7/4/2021	2340	Hosfeldt	\$2,500	NO	
4983	FW	12-2.21 M.	7/4/2021	2340	Graves	\$2,500	YES	
5063	FW	2-2.10b, 12	7/4/2021	2345	Garcia	\$2,500	YES	YES
5062	FW	12-2.10.B,	7/4/2021	2340	Hosfeldt	\$2,500	NO	
5143	FW	12-2.10	8/13/2021	946	Pendergraf	\$2,500	NO	
5144	FW	12-2.10,12	8/13/2021	1121	Pendergraf	\$2,500	NO	
5146	FW	12-2.10, 12	8/13/2021	1439	Pendergraf	\$2,500	NO	
5147	FW	12-2.21.12	9/3/2021	1056	Pendergraf	\$2,500	NO	

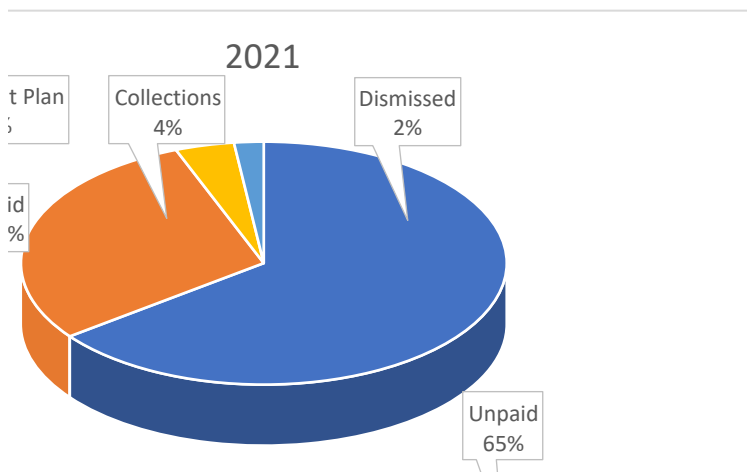
19	42.22%
8	17.78%
13	28.89%
5	11.11%
45	



10	40.00%
9	36.00%
4	16.00%
1	4.00%
1	4.00%
25	



33	64.71%
15	29.41%
0	0.00%
2	3.92%
1	1.96%
51	



paid ■ Paid ■ Payment Plan ■ Collections ■ Dismissed

YES	paid
NO	unpaid
PP	payment plan
PC	pending collections



CITY COUNCIL AGENDA – FEBRUARY 15, 2022

SUBJECT: Consideration of City Fireworks Ordinance

SOURCE: Fire

COMMENT: At its meeting on January 18, 2022, the City Council approved Mayor Reyes' request to consider and review the City's Fireworks Ordinance for potential amendments. At its meeting on February 1, 2022, due to the Mayor's absence, the Council directed staff to carry over the item to its meeting of February 15, 2022.

As the Council is aware, in Spring 2021, the Council authorized various amendments to the Ordinance, including:

- A prohibition on the use of certain fireworks commonly marketed under the name "Piccolo Pete" and "Whistling Phantom", which emit loud shrill sounds. These particular fireworks are also known to be manipulated after the sale to create explosive devices.
- The addition of a violations clause of the current fireworks Ordinance to include differentiation between prohibited legal and illegal fireworks, as well as higher fees for violations, and also to create increasingly higher fines for repeat offenders.
- The addition of a "Host" component, which will aid in the enforcement activities where it might otherwise be difficult to discern who within a given party has actually ignited an illegal firework; the property owner could then be held liable regardless of who ignites the illegal firework.
- The addition of a rewards program that would further enhance staff's ability to locate and cite those who choose not to comply with the City's fireworks regulations. Rewards of \$50 per complaint can be awarded if the tip results in a citation.

The Fireworks Ordinance is herein presented for Council's consideration. Also provided for the Council's reference is a five-year citations collection report, as well as a comprehensive enforcement report dated July 2021.

RECOMMENDATION: That the City Council consider the City's Fireworks Ordinance and provide direction as determined.

ATTACHMENTS: 1. Ordinance No. 1882

Item No. 15.

2. 5-Year Fireworks Citation Collections
3. 2021 Fireworks Enforcement Report

Appropriated/Funded:

Review By:

Department Director:
Bryan Cogburn, Deputy Fire Chief

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – NOVEMBER 1, 2022

SUBJECT: Review Process for Fireworks Sales

SOURCE: Fire

COMMENT: At its meeting on February 15, 2022, the City Council reviewed the City's Fireworks Ordinance, a five-year citation collection history, and considered modifications to the process that included an annual review prior to the Fireworks lottery, as well as a prohibition on the sale of certain fireworks including "Picholo Petes". Staff herein presents the Ordinance for Council's review and potential modification.

RECOMMENDATION: That the City Council provide direction on the process by which fireworks sales are conducted annually within the City of Porterville.

ATTACHMENTS:

1. Ordinance 1882
2. Five Year Illegal Fireworks Citation Report
3. City Council Agenda Staff Report: February 15, 2022
4. City Council Agenda Staff Report: July 21, 2021

Appropriated/Funded:

Review By:

Department Director:
Bryan Cogburn, Deputy Fire Chief

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – NOVEMBER 7, 2023

SUBJECT: Status and Review of Declaration of Local Flood Emergency

SOURCE: City Manager's Office

COMMENT: On March 13, 2023, Mayor Martha A. Flores in conjunction with the Acting City Manager Patrice Hildreth declared the existence of a local emergency within the City of Porterville. Said Declaration was made pursuant to Chapter 9 of the Porterville Municipal Code, and in response to the increasing threat to life and property in the city caused by a series of storm systems striking California and in particular the Porterville area, impacting Success Lake and significantly increasing flows of the Tule River. Pursuant to the California Emergency Services Act (California Government Code 8558 et seq.), emergency declarations must be ratified by the governing body within seven days of being declared. At its Special Meeting on March 17, 2023, the City Council acted to ratify the Declaration of Local Emergency. The Act also requires that the emergency declaration be renewed every sixty (60) days to remain in effect, which at its meeting on October 17, 2023, the Council reviewed and acted to renew the emergency declaration.

On March 10, 2023, due to the volume of water added to Success Lake from significant storm activity, Tulare County Sheriff Mike Boudreaux issued an Evacuation Warning for both the north and south sides of the Tule River, and the Tulare County Office of Emergency Services (TCOES) established a Temporary Evacuation Point (TEP) and Emergency Shelter in the gymnasium at Porterville College.

On March 15, 2023, due to the water level of Success Lake rising to the point of running over the spillway of the Richard L. Schafer Dam, Sheriff Boudreaux issued a Mandatory Evacuation Order for the residences, businesses and structures between Schafer Dam and Road 284, east of the city of Porterville. On March 18, 2023, due to water levels dropping on the Tule River, Sheriff Boudreaux reduced the Mandatory Evacuation Order back to an Evacuation Warning.

On March 15, 2023, due to rising flood waters, Sheriff Boudreaux issued a Mandatory Evacuation Order for the area between Olive Avenue (Avenue 152) to Avenue 144 and the Friant-Kern Canal and the Tule River and Westwood Street, west of the city of Porterville. On March 25, 2023, Sheriff Boudreaux reduced the Mandatory Evacuation Order back to an Evacuation Warning.

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On March 15, 2023, due to rising water levels of the Tule River, City Public Works Department staff took extraordinary measures to protect the neighborhood north of River Springs Drive, avoiding potentially catastrophic flooding of the area.

On March 16, 2023, due to the historic water levels and flows of the Tule River causing erosion to the river banks, Police Chief Jake Castellow issued a Mandatory Evacuation Order for eight residences along Rio Vista Avenue, providing information on the TEP and Emergency Shelter established at Porterville College. City Public Works Department staff took extraordinary measures over the next several days to mitigate and protect the river banks from affecting the residences. On March 24, 2023, Chief Castellow reduced the Mandatory Evacuation Order of the eight residences back to an Evacuation Warning.

On March 19, 2023, due to continued erosion of the banks of the Tule River and the performance of immediate necessary mitigation efforts by Public Works Department personnel, Chief Castellow issued a Mandatory Evacuation Order for both the north and south banks of the Tule River within City limits (not including permanent structures with a designated address), and provided information on the TEP and Emergency Shelter established at Porterville College. The Public Works Department continues to work diligently in shoring the banks of the Tule River.

To accommodate upcoming ceremonies and events in the gymnasium at Porterville College, the TEP and Emergency Shelter at the College closed at noon on April 11, 2023, and thirty (30) individuals were successfully transitioned to the new TEP at the Porterville Army National Guard Armory. A Special Meeting of the Council was scheduled for April 14, 2023, to consider a draft License agreement for the City's temporary use of the State facility. The American Red Cross continued to provide shelter services at the TEP, but transitioned out on May 5, 2023. With the authority granted to the City Attorney and City Manager at its meeting on April 18, 2023, the City and County drafted a Memorandum of Understanding (MOU) in an effort to continue TEP shelter services until May 5, 2023, while the Mandatory Evacuation Order remained in place along the banks of the Tule River in city limits. On April 14, 2023, the County transmitted a letter to the California Governor's Office of Emergency Services (Cal OES), requesting continued financial support for the Armory TEP, which the County reported that Cal OES did not approve. At its meeting on July 11, 2023, the County Board of Supervisors approved the MOU for TEP shelter services between the City and the County, retroactive from April 11, 2023 to May 5, 2023.

Given the lack of continued financial support by Cal OES, the County notified the City that it would discontinue its support of the Armory TEP at noon on May 5, 2023, and American Red Cross would vacate the facility as well, leaving the City alone to determine the function of the Armory TEP after noon

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on May 5th. The significant threat of local emergency continued to exist with the estimated over three hundred percent (300%) of normal snow pack in the Sierra Nevada mountains and the potential for a warm storm or heat wave this Spring to again inundate the Tule River, described as a "loaded locomotive at the top of the hill." Given the forecasts of potential widespread flooding damage to west Tulare County and significant portions of Kings County later this Spring and early Summer, Red Cross representatives strongly believe they will be returning to the Armory TEP and other Tulare County locations (e.g. Porterville Developmental Center) to assist those displaced from homes due to flooding. Until such time that Cal OES makes the determination that emergency conditions again exist in Tulare County, the Council was left to determine if local emergency conditions existed to continue operating the Armory TEP, which expenditures would not be reimbursable given the lack of approval by Cal OES.

Given the continued mandatory evacuation order along the Tule River in city limits and the legal implications of the Martin v. Boise federal 9th Circuit Court of Appeals decision (2018), and the announced departure of the American Red Cross and County support at noon on May 5, 2023, City staff developed an operational plan for the Armory TEP, cognizant of the lack of federal and State reimbursement of costs. As of April 27, 2023, eighteen (18) individuals were receiving shelter services at the Armory TEP, with most individuals only at the facility in the evening. Given the limited daytime TEP population, and daily meal services provided at the nearby Porterville Welcome Center, staff recommended to limit the Armory TEP hours from 7:00 P.M. to 7:00 A.M. daily, providing temporary staffing of two individuals (including a security guard). Temporary staffing had been quoted at \$25 per hour, for a daily expense of \$600 (or \$18,000 per month). At its meeting on May 2, 2023, the Council authorized the continued operation of the Armory TEP for a 12-hour operational period over the evenings, and also directed that the Armory restrooms and shower facilities be used by the individuals at the TEP, which although not ADA-compliant, are not required for non-reimbursable shelter activities while under a Declaration of Local Emergency. The contract for the on-site mobile shower and portable restroom facilities that are ADA-compliant expired on May 11, 2023, which the rental cost was approximately \$18,000 per month. However, the City Attorney recommended maintaining a single ADA-portable restroom at the facility. Beginning at noon on May 5, 2023, the City assumed administrative and financial responsibility for the Armory, which has established operational hours of 8:00 P.M. to 8:00 A.M. and averaged twenty (20) individuals each evening (please see attached daily census).

On May 4, 2023, the City received an updated draft License agreement for the use of the Armory, proposing a 1-year lease for exclusive use by the City effective May 5, 2023, through May 4, 2024. The draft agreement proposes no fee for the use of the facility, but that the City assume responsibility for the facility's utilities. On Monday, May 8th, the last remaining Army personnel left the facility, with the City now having complete exclusive use of the facility. At

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its meeting on May 16, 2023, the Council approved the updated draft License agreement for the 1-year exclusive use of the Armory.

On March 31, 2023, Governor Newsom issued Executive Order N-6-23 to support Tulare Lake Basin flood response, which streamlines State preparation, response and recovery actions and supports local flood response efforts and assist in preparing communities for the impacts of snowmelt runoff in the months ahead.

On April 3, 2023, President Biden granted a Major Disaster Declaration for the State of California, triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds, Flooding, Landslides and Mudslides that occurred February 21, 2023, and continuing. Monterey and Tulare counties were designated in the Major Disaster Declaration for both Individual and Public Assistance, as well as Hazard Mitigation. On July 14, 2023, the Federal Emergency Management Agency (FEMA) made the determination to close the incident period effective July 10, 2023. Although the incident period has been closed, businesses and individuals may still apply for federal disaster assistance through September 1, 2023.

On May 17, 2023, Governor Newsom issued Executive Order N-7-23 to support Tulare Lake Basin flood response, which extends flood diversion and groundwater recharge flexibilities implemented for the Tulare Lake Basin, including Kern River floodwater to be allowed into the California Aqueduct.

On August 4, 2023, Governor Newsom issued Executive Order N-10-23 to streamline levee repairs and debris removal to help local communities recover from flooding and prepare for the next wet season.

At its meeting on April 4, 2023, the Council approved Resolution No. 15-2023, which authorized the appropriation of funds from the Catastrophic/Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services and other necessary expenditures. At its meeting on April 18, 2023, the Council approved two emergency expenditures that exceeded \$5,000 in their acquisition, which included additional Water Rescue Equipment for the Fire Department (\$6,417.70) and the 30-day rental of two mobile shower/restroom units (\$13,151) for the Armory TEP due to the facility's restrooms and showers not being compliant with the Americans with Disabilities Act (ADA). At its meeting on May 2, 2023, the Council approved two additional emergency expenditures that exceeded \$5,000 in their acquisition, which included a trailer-mounted 6" dewatering and sewage pump (\$77,396.67), and local trucking services of riprap material (\$5,436.00), both for the Public Works Department.

In support of two private personnel providing nightly security at the Armory as it continues to function as a temporary evacuation point and shelter, City staff has secured TopKnotch Security, Inc. as the security services provider.

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TopKnotch provided an agreement for security services for approximately \$18,000 per month (2 personnel at \$25/hour for 12 hours per day for 30 days per month), which the Council approved at its meeting on June 6, 2023. Due to violations by TopKnotch Security of its agreement with the City for security services, City staff terminated the agreement effective immediately on Friday, July 14, 2023, causing the Police Department to provide security services at the Armory on Friday, July 14 through Sunday, July 16, 2023. Beginning on Monday, July 17, 2023, Good Guard Security, Inc. began providing security services, which at its meeting on July 18, 2023, the Council approved an agreement for security services for approximately \$21,000 per month (2 personnel at \$28.95/hour for 12 hours per day for 30 days per month).

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. Declaration of Local Emergency - March 13, 2023
2. Resolution No. 11-2023
3. Rio Vista Avenue Mandatory Evacuation Order - March 16, 2023
4. Tule River Banks Mandatory Evacuation Order - March 19, 2023
5. Governor Newsom Executive Order N-6-23
6. Governor Newsom Executive Order N-7-23
7. Governor Newsom Executive Order N-10-23
8. Federal Disaster Declaration Fact Sheet - April 3, 2023
9. License to Use State Military Property - April 14, 2023
10. City and County Memorandum of Understanding for Shelter Support
11. County of Tulare CalOES Shelter Support Request Letter - April 14, 2023
12. License to Use State Military Property - May 16, 2023
13. Federal Disaster Declaration Notice - July 14, 2023
14. Armory Temporary Evacuation Point and Shelter - Daily Census
15. Resolution No. 15-2023
16. Rescue Source & Rescue 3 Invoice: Water Rescue Equipment
17. Royal Restrooms Invoice: Mobile Shower-Restroom Units
18. Rain for Rent Pump Invoice
19. Mike Clark Trucking Invoice
20. TopKnotch Security, Inc. Agreement
21. Good Guard Security, Inc. Agreement
22. Municipal Code Chapter 9 - Civil Defense and Disaster
23. California Government Code 8558

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Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager



DECLARATION OF LOCAL EMERGENCY

WHEREAS, severe winter storm systems have struck California and in particular, the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River; and

WHEREAS, under the provisions of the City Charter, I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Porterville and may require the combined forces of mutual aid and/or unified command to appropriately respond.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, in accordance with the authority vested in me by the Porterville City Charter, **HEREBY DELCARE A LOCAL EMERGENCY** to exist in the City of Porterville.

IT IS HEREBY ORDERED that the City's Emergency Management Team under the direction of Fire Chief/Incident Commander Bryan Cogburn has the authority to procure any and all resources deemed necessary in this event.

DECLARED, this 13th day of March, 2023.

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. 11 -2023

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE CONFIRMING THE EXISTENCE
OF A LOCAL EMERGENCY

WHEREAS, Chapter 9 of the Porterville Municipal Code of the City of Porterville provides for the ability to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within the City of Porterville caused by severe winter storm systems striking California, and in particular the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River that create or will likely create conditions of extreme peril; and

WHEREAS, Mayor Martha A. Flores in conjunction with City Manager John Lollis did declare the existence of a local emergency within the City of Porterville on the 13th day of March, 2023, which is subject to ratification by the City Council within seven (7) days. A copy of said Declaration is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the declaration of the existence of a local emergency; and

BE IT RESOLVED that said local emergency shall be deemed to continue to exist until termination is proclaimed by the City Council of the City of Porterville, State of California.

PASSED, APPROVED AND ADOPTED this 17th day of March, 2023.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk



By: Patrice Hildreth, Chief Deputy City Clerk



DECLARATION OF LOCAL EMERGENCY

WHEREAS, severe winter storm systems have struck California and in particular, the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River; and

WHEREAS, under the provisions of the City Charter, I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Porterville and may require the combined forces of mutual aid and/or unified command to appropriately respond.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, in accordance with the authority vested in me by the Porterville City Charter, **HEREBY DELCARE A LOCAL EMERGENCY** to exist in the City of Porterville.

IT IS HEREBY ORDERED that the City's Emergency Management Team under the direction of Fire Chief/Incident Commander Bryan Cogburn has the authority to procure any and all resources deemed necessary in this event.

DECLARED, this 13th day of March, 2023.

Martha A. Flores, Mayor

ATTEST:

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, 2023.

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

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					



JOHN D. LOLLIS, City Clerk

By:

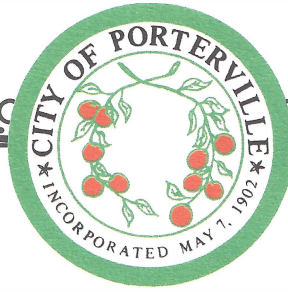
Fernando Gabriel-Moraga, Deputy City Clerk

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



March 16th, 2023

This is a message from Tulare County & the City of Porterville. Due to the recent storm events, and the water levels in the Tule River, there is erosion to the bank of the river. An Evacuation order has been issued for all residences, businesses, and structures that are on the south side of Rio Vista Ave with the addresses of **191 Rio Vista Avenue, 201 Rio Vista Avenue, 211 Rio Vista Avenue, 221 Rio Vista Avenue, 231 Rio Vista Avenue, 241 Rio Vista Avenue, and 245 Rio Vista Avenue.**

An evacuation order, also known as a mandatory evacuation, means that all residents and visitors should **leave now** before the water causes unsafe conditions for the residence. If you are unable to evacuate and require assistance, please call 9-1-1. For additional resources or information, please call 2-1-1. Please refer to the map on the Tulare County website, emergencies page, at [TulareCounty.CA.gov/emergencies](https://www.tularecounty.ca.gov/emergencies).

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue. Thank you.

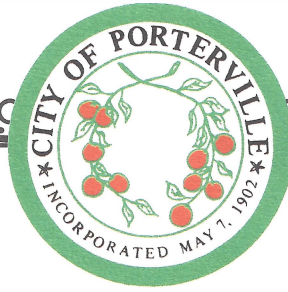
Jake Castellow
Chief of Police

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



March 19, 2023

This is a message from Tulare County & the City of Porterville. Due to the recent storm events, there is erosion to the banks of the Tule River.

An **Evacuation Order** has been issued for the north bank and south bank of the Tule River, from Westwood Street, to the Plano bridge, but does not include the south bank from Westwood Street, east to the bridge of State Route 65. This evacuation order does not include permanent structures with a designated address, other than those for which a previous evacuation order has been issued.

An evacuation order, also known as a mandatory evacuation, means that all residents and visitors should leave immediately due to the unsafe conditions of the river banks. If you are unable to evacuate and require assistance, please call 9-1-1. For additional resources or information, please call 2-1-1. Please refer to the map on the Tulare County website, emergencies page, at [TulareCounty.CA.gov/emergencies](https://www.tularecounty.ca.gov/emergencies).

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue.

Jake Castellow

Chief of Police

Porterville Police Department Mission Statement

The members of the Porterville Police Department are committed to the safety and security of the community while providing quality service with excellence, honesty and integrity.

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

EXECUTIVE ORDER N-6-23

WHEREAS on March 1, 2023, March 8, 2023, March 12, 2023, March 14, 2023, and March 28, 2023, I proclaimed a State of Emergency to exist in 47 counties, cumulatively, as a result of a series of ongoing winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS the State has experienced over a dozen atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including what are expected to be record amounts of snow in the Sierra Nevada, in particular in the southern Sierra, and current and forecasted precipitation are expected to add to historic snowpack levels already composed of several million acre-feet of snow water content; and

WHEREAS reservoirs into which the Sierra snowpack runoff would flow are already impacted by runoff, which is expected to greatly exceed available storage capacity in the reservoirs in and around the Tulare Lake Basin and the San Joaquin River Basin, and much of the ground in the area has reached saturation due to the series of ongoing winter storms; and

WHEREAS the Tulare Lake Basin is the terminal point for the Kings, Kaweah, Tule, and Kern Rivers, and several smaller streams, meaning that water from additional expected rains and Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS recent storms have already caused flooding in the Tulare Lake Basin, leading to emergency rescues and evacuation orders in Allensworth, Alpaugh, and other communities in Tulare and Kings Counties, and leading to dozens of levee breaks and local agencies directing strategic cuts to canals and levees to prevent further flooding of communities; and

WHEREAS runoff from the snowpack caused by the winter storms could result in flood conditions in the Tulare Lake Basin resembling those last experienced in the historic floods of 1969 and 1983, following historic snowpacks in those years; and

WHEREAS local flood control districts and other local governments generally have flood control responsibility in the Tulare Lake Basin, but state agencies such as the California Department of Forestry and Fire Protection (CAL FIRE), the California Department of Water Resources, and the Governor's Office of Emergency Services are actively engaged in supporting this local effort, and state agencies will continue to provide technical advice and other resources and support as needed, with a particular priority on protecting the lives and health of local communities; and

WHEREAS stretches of the San Joaquin River have been or are at flood stage this spring, river stages are expected to stay high throughout the spring as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin as well; and

WHEREAS heavy accumulation of snowfall on the roof of Bear Valley Elementary School, located in Alpine County, currently renders instructional space unsafe for use; and

WHEREAS frequent flooding and flood evacuation orders have resulted in school closures and low student attendance in Pajaro Middle School, Hall District Elementary School and Ohlone Elementary, located in Pajaro Valley Unified School District in Santa Cruz County; and

WHEREAS it is critical that displaced students are back in school facilities as quickly as possible to ensure continuity in education; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to respond to and mitigate the effects of these storms; and

WHEREAS on March 9, 2023, I requested a Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by President Joseph R. Biden, Jr.; and

WHEREAS on March 15, 2023, I requested the addition of 9 counties to the existing Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by the President; and

WHEREAS on March 28, 2023, I also requested the President issue a Major Disaster Declaration related to these late winter storms for counties that met the validated damage threshold; 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 the mitigation of the effects of these ongoing winter storms.

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, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency shall remain in full force and effect.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake Basin, Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter, are

suspended for activities that meet all of the requirements in Paragraph 3.

3. The suspension created by Paragraph 2 shall apply to floodwater diversion, debris removal, and levee repair and breach in the Tulare Lake Basin, on the condition that the actions cease when the flood conditions have abated to the point there is no longer flooding outside of defined streambeds and levees. Additionally, the suspension created by Paragraph 2 shall apply to floodwater diversion only if all of the following additional conditions are met:
 - a. The diversion of floodwater from the Tulare Lake Basin or rivers or streams flooding the Tulare Lake Basin must occur between March 31, 2023, and August 1, 2023, for flood management purposes.
 - b. For diversions directly from rivers or streams, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
 - c. For diversion of floodwaters in the Tulare Lake Basin (that is, waters no longer contained within a defined streambed or levee), a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures.
 - d. Any water diverted is not diverted to and will not be applied to any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.
4. In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspension created by Paragraph 2 should take care, wherever feasible, to protect above-ground infrastructure and drinking water and wastewater infrastructure such as drinking water well field sites, wastewater discharge ponds, and other water resources that are necessary for the protection of human health and the recovery of impacted communities.
5. For purposes of conducting emergency flood preparation and response activities, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public

Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake Basin.

6. To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake Basin, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
7. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake Basin. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services but shall not extend beyond the termination date of the State of Emergency.
8. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to use temporary facilities such as the Alpine County Public Library due to extraordinary snowpack on the roof of Bear Valley Elementary School, rendering instructional space unsafe, the requirements of Education Code sections 17280, et seq., 17365, et seq., and Government Code sections 4453 and 14963 are suspended with respect to those temporary facilities. The requirements of the California Building Code (codified in Title 24 of the California Code of Regulations), as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply to these temporary facilities.
9. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to temporarily use buildings, as defined in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 2, section 202), such as the Alpine County Public Library due to extraordinary snowpack on the roof of the Bear Valley Elementary School, rendering instructional space unsafe, local planning and zoning regulations shall be suspended to allow immediate occupancy of such buildings for use as public school facilities. In addition, the requirements of the California Building Code, as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply, except that the requirements

relating to Change of Use or Occupancy Classification in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 1, section 111) shall not trigger immediate code upgrades, and a Certificate of Occupancy shall not be withheld for such immediate and temporary use of the facilities as a public school, as long as such facilities met building code requirements at the time of their construction, are accessible to individuals with disabilities, and are judged safe for use by the local building official.

10. Education Code section 60641 (a) requiring that all pupils be administered academic assessments in mathematics, English language arts, and science, as provided for in Education Code section 60640, is suspended for the 2022-2023 school year for Pajaro Middle School, Hall District Elementary School and Ohlone Elementary School of the Pajaro Valley Unified School District, if a federal waiver is approved by the United States Department of Education.

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

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 31st day
of March 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, Ph.D.
Secretary of State

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-23

WHEREAS on March 1, March 8, March 12, March 14, March 28, April 20, and May 15, 2023, I proclaimed a State of Emergency to exist in 52 counties, cumulatively, as a result of a series of winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS on March 31, 2023, I issued Executive Order N-6-23 to further bolster the emergency response to this Late Winter Storms event, particularly in the Tulare Lake Basin that continues to be plagued by historic flooding; and

WHEREAS on April 21, May 10, July 8, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions; and

WHEREAS on March 10, 2023, I issued Executive Order N-4-23 to address evolving drought conditions due to the winter storms and to mitigate flooding by facilitating groundwater recharge; and

WHEREAS due to the complexity of the impacts from over a dozen Atmospheric River events since December 2022, including the accumulation of a record snowpack in the Sierra Nevada that is likely to yield record snowmelt runoff, especially in the Tulare Lake Basin, I previously issued Executive Orders identified herein to respond to and recover from the winter storms, and those orders now require updating in-light of the most recent runoff conditions and the State's more robust and recent modeling of likely flood impacts; and

WHEREAS the Tulare Lake Basin includes portions of Fresno, Kings, Tulare, and Kern counties and is the terminal point for the Kaweah, Tule, and Kern Rivers as well as a portion of the Kings River and several smaller streams, meaning that water from Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin via the James Bypass and Fresno Slough and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin; and

WHEREAS stretches of the San Joaquin River, Chowchilla and Eastside Bypasses, San Joaquin River mainstem and tributaries (Fresno River, Chowchilla River, Merced River, Stanislaus River, and Tuolumne River, hereafter, San Joaquin River Tributaries), and Fresno Slough/James Bypass have been or are at flood stage this spring, river stages are expected to stay high or increase throughout the spring and summer as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Kern River – California Aqueduct Intertie exists to move floodwaters safely from the Kern River into the California Aqueduct, and the Kern River Watermaster on May 10, 2023, requested the use of the Intertie to prevent Kern River floodwater from exacerbating flooding in the Tulare Lake Basin, and state agencies have begun actions to safely enable the diversion of these flood flows; 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 the mitigation of the effects of these ongoing winter storms.

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, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency and Executive Orders shall remain in full force and effect except as modified in this Order.
2. Paragraph 2 of Executive Order N-6-23 is withdrawn and replaced by the following:

To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake or San Joaquin River Basins, the following are suspended for activities that meet the requirements in Paragraph 3.

- a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter; and
 - b. Division 13 (commencing with Section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.
3. Paragraph 3 of Executive Order N-6-23 is withdrawn and replaced by the following, except that any diversion in the Tulare Lake Basin that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-6-23 until August 31, 2023:

The suspensions created by Paragraph 2 shall apply to floodwater diversion, floating vegetation and debris removal, and levee repair and breach, in the Tulare Lake or San Joaquin River Basins, on the condition that the actions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.

4. Additionally, the suspensions created by Paragraph 2 shall apply to floodwater diversion only if all the following additional conditions are met:
 - a. Any diversion of floodwaters directly from the (i) Tulare Lake Basin or rivers or streams or bypasses flooding the Tulare Lake Basin or (ii) the San Joaquin River or San Joaquin River tributaries (including Fresno Slough and James Bypass) or San Joaquin River bypasses must occur between March 31, 2023, and August 31, 2023, for flood management purposes.

- b. With respect to diversions of floodwaters directly from rivers or streams or bypasses, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
- c. With respect to diversions of floodwaters that are no longer contained within a defined streambed or levee, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures, or are on lands inundated as a result of actions within subparagraph (a).
- d. Any floodwater diverted is not diverted to and will not be applied to:
 - i. Any barn, ponds, or lands to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;
 - ii. Any agricultural field where pesticide or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;
 - iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or
 - iv. Any area that has not been in active irrigated agricultural cultivation within the past three years including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.
- e. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species requirements in the Delta at the time of the diversion.
- f. With respect to diversions of floodwaters directly from the San Joaquin River or San Joaquin River Tributaries, the diversion uses:
 - i. either existing diversion infrastructure or temporary pumps;

- ii. no new permanent infrastructure or permanent construction; and
 - iii. simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.
- 5. Paragraph 4 of Executive Order N-6-23 is withdrawn and replaced by the following:

In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspensions created by Paragraph 2 should, wherever feasible, protect above-ground infrastructure and water sources that are necessary for the protection of human health and the recovery of impacted communities.

- 6. Paragraph 5 of Executive Order N-6-23 is withdrawn and replaced by the following:

For purposes of conducting emergency flood preparation and response activities beyond those provided for in Paragraphs 2 and 3, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake or San Joaquin River Basins.

- 7. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake or San Joaquin River Basins, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.

- 8. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

The limitation for the period of employment for State Personnel Board

emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake or San Joaquin River Basins. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services, but shall not extend beyond the termination date of the State of Emergency.

9. Paragraph 3 of Executive Order N-4-23 is withdrawn and replaced by the following, except that any diversion that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-4-23 until August 31, 2023:

The suspensions created by Paragraph 2 of Executive Order N-4-23 shall apply to diversions of floodwaters as to which all the following conditions are met:

- a. Diversions of floodwaters directly from rivers, streams, or bypasses must occur between March 10, 2023, and August 31, 2023, for flood management and associated groundwater recharge.
- b. Diversions of floodwaters no longer contained within a defined streambed must prevent imminent risk of flooding or relieve flooding pressure from land, roads, or structures, already inundated, including as a result of actions within subparagraph (a).
- c. A local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that waters at or downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
- d. The diversions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.
- e. Any floodwater diverted is not diverted to and will not be applied to:
 - i. Any barn, ponds, or lands, to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;
 - ii. Any agricultural field where pesticides or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;
 - iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or

- iv. Any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purpose of groundwater recharge or managed wetlands.
- f. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta (Delta) as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species supporting regulatory requirements in the Delta at the time of the diversion.
- g. The diversion uses:
 - i. Either existing diversion infrastructure or temporary pumps;
 - ii. Existing groundwater recharge locations, where available;
 - iii. No new permanent infrastructure or permanent construction; and
 - iv. Simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.
- h. The person or entity availing itself of suspensions created by Paragraph 2 of Executive Order N-4-23 files a preliminary report with the Water Board and any applicable Groundwater Sustainability Agency (GSA) or GSAs for the basin, no later than 14 days after initially commencing diversion of flood flows for groundwater recharge, and a final report with the Water Board and any applicable GSA or GSAs for the basin no later than September 15, 2023. The preliminary and final reports required by this subparagraph shall:
 - i. Identify the person or entity utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23;
 - ii. Identify the triggering condition from subparagraph (c) of this paragraph;
 - iii. Provide the GPS coordinates for the point of diversion, a map identifying the approximate area inundated by the flood flows, and the corresponding assessor parcel number(s);
 - iv. Identify the time when diversions of floodwaters to groundwater recharge commenced, and for final reports, when diversions ceased; and
 - v. Provide an estimate, as of the report's date, of the amount of floodwaters diverted utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23.

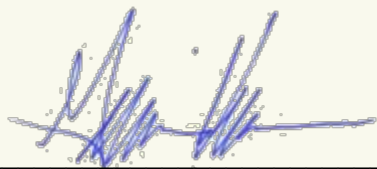
The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

10. To mitigate the effects of the Late Winter Storms, including by reducing the risks of local catastrophic flooding in the Tulare Lake Basin, Part 2 (commencing with section 1200) of division 2 of the Water Code, exclusive of section 1225, and regulations adopted pursuant to that part, are suspended for diversions of flood flows into the Kern Intertie and ultimately into the California Aqueduct until August 31, 2023, such that applications and permits for water rights shall not be required for such diversions, nor shall such diversions create new water rights or modify existing water rights, to the extent applications or permits would have been required or water rights would have been affected absent this suspension.
11. The Department of Water Resources and State Water Resources Control Board shall (i) communicate to water systems and others any additional information or actions necessary for those systems and others to monitor and be prepared for the addition of Kern River floodwater in the California Aqueduct, and (ii) collaborate on long-term actions that align water rights and flood response, including actions that maximize in-basin groundwater recharge.

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

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 17th day
of May 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY WEBER, PH.D
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-10-23

WHEREAS the State has experienced over thirty atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including record or near record amounts of snow in the Sierra Nevada; and

WHEREAS on January 4, 2023, I proclaimed a State of Emergency to exist in California as a result of severe winter storms related to an atmospheric river event beginning on December 27, 2022; and

WHEREAS on March 1, March 8, March 12, March 14, March 28, April 20, May 15, and June 16, 2023, I proclaimed a State of Emergency to exist in 53 counties, cumulatively, as a result of a series of winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS on April 21, May 10, July 8, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions, and on February 13, 2023, I issued Executive Order N-3-23 and on March 10, 2023, I issued Executive Order N-4-23, to address evolving drought conditions due to the 2022-2023 Winter Storm Events and mitigate flooding by facilitating groundwater recharge; and

WHEREAS on March 31, 2023, I issued Executive Order N-6-23 to bolster the emergency response to the 2022-2023 Winter Storm Events, particularly in the Tulare Lake Basin that continues to be affected by historic flooding; and

WHEREAS on May 17, 2023, and on June 16, 2023, I issued Executive Order N-7-23 and N-9-23, respectively, to further bolster the emergency response to the 2022-2023 Winter Storm Events, in both the San Joaquin River and the Tulare Lake Basins; and

WHEREAS there remains a need for removal of floating vegetation and debris throughout impacted counties, including stretches of the Salinas River mainstem and tributaries, stretches of the Pajaro River mainstream and tributaries, and coastal streams along the Central Coast region from Santa Cruz County to Ventura County, and that removal must expeditiously occur before the next rainy season begins in fall 2023 in order to mitigate the risk of additional flooding and allow for continued recovery efforts; and

WHEREAS emergency repairs, debris removal, sediment removal, and vegetation management within waters of the United States are subject to federal approvals from the U.S. Army Corps of Engineers pursuant to section 404 of the federal Clean Water Act (33 U.S.C. § 1344), and the State Water Resources Control Board (Water Board) has previously issued state water quality certifications corresponding to the Corps Regional General Permits 8, 5, or 63 for Repair and Protection Activities in Emergency Situations and the Nationwide Permit 3 for Maintenance Part (a) for repair, rehabilitation, or replacement of structure of fill (collectively Emergency or Repair Corps Orders), which provide a

pathway for emergency activities in many instances (hereinafter referred to as Water Board Emergency or Repair 401 Certification Orders); 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 the mitigation of the effects of the 2022-2023 Winter Storm Events.

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, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency and Executive Orders shall remain in full force and effect, except as modified or withdrawn in subsequent proclamations and orders.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding, with respect to activities that take place in the San Joaquin River and tributaries, the Tulare Lake Basin and tributaries, including, but not limited to, the Kings, Tule, Kaweah, and Kern Rivers, the Salinas River and tributaries, the Pajaro River and tributaries, and other coastal streams between the Pajaro River (Santa Cruz/Monterey/San Benito Counties), to and including the Ventura River (Santa Barbara/Ventura County), but excluding tributaries to such other coastal streams, the following are suspended, subject to the conditions in Paragraphs 3 and 4, as applicable:
 - a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter.
 - b. Certain statutes, rules, and requirements applicable to activities under the jurisdiction of the Water Board and the California Regional Water Quality Control Boards (Regional Water Boards) as follows:
 - i. For an activity in a water of the United States that receives an authorization by the U.S. Army Corps of Engineers pursuant to section 404 of the Clean Water Act, any enrollment criteria that may limit the permitting of the activity under a Water Board Emergency or Repair 401 Certification Order, including criteria limiting the scope to only the Emergency or Repair Corps Orders, conditioned on compliance with all other provisions set forth in the relevant Water Board Emergency or Repair 401 Certification Order.

- ii. For an activity not covered by paragraph 2.b.i, sections 13260 and 13263 of the Water Code, and regulations adopted pursuant to those sections.
 - c. Division 13 (commencing with section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.
- 3. The suspensions in Paragraph 2 apply only to (i) the repair or replacement of existing levees, weirs, and other conveyance and flood-control infrastructure, (ii) debris removal, (iii) sediment removal, and (iv) vegetation management, provided that the activity meets all of the following conditions, as applicable:
 - a. The activity is necessary to respond to conditions caused by the 2022-2023 Winter Storm Events and is necessary to avoid future damage from high streamflow events in the upcoming rainy season.
 - b. Removal of sediment or vegetation or both serves to either reestablish a functional low flow channel or reestablish channel capacity, or clear sediment and debris from the river channel near structures such as bridges.
 - c. Removal of sediment or vegetation or both is carried out in a manner that (i) does not involve excavation resulting in the establishment of a new low flow channel that did not exist prior to the 2022-2023 Winter Storm Events, (ii) maintains the natural contour of the stream, (iii) maintains the downstream slope of the stream flow line, and (iv) does not impede fish passage or cause fish stranding.
 - d. Removal of sediment or vegetation or both is limited to portions of the channel that are dry.
 - e. No more than 30% of the total native vegetation within the stream channel and bank is removed from each river mile.
 - f. Levees are either set back from their previous location (increasing channel capacity) or are rebuilt as configured prior to the 2022-2023 Winter Storm Events.
 - g. The activity does not involve disposal or placement of flood-delivered sediments into waters of the state or at locations or in a manner where sediments may be washed into waters of the state by rainfall or runoff.
 - h. The activity minimizes impacts to beneficial uses of the water body.
 - i. The activity is completed by November 1, 2023.
- 4. The suspensions in Paragraph 2.b.ii apply only if the activity meets all of the following further conditions:

- a. The project proponent shall provide notice to the appropriate Regional Water Board as early as possible, and no less than forty- eight (48) hours prior to initiating the project, that includes the scope and location of the activity, a description of the infrastructure, debris, sediment, and vegetation conditions relevant to the activity, with representative photos, and, as applicable, a description of how the activity serves to establish a functional low flow channel or reestablish channel capacity.
- b. Following any accidental discharge of a reportable quantity of a hazardous material (as defined in Health and Safety Code section 25501), sewage, or an unknown material, the project proponent shall follow the notification and reporting procedures set forth in condition A.3.c of Water Quality Order No. 2019-0044-Exec Clean Water Act Section 401 Water Quality Certification and Order.
- c. The activity shall be undertaken so as to avoid causing a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters, as adopted in any applicable Regional Water Board or Water Board water quality control plan or state policy for water quality control, but in the event of a violation of water quality standards, the project proponent shall eliminate the source of any such discharge as soon as practicable. Water diversion activities must not result in the degradation of beneficial uses or exceedances of water quality objectives of any of the receiving waters. Any temporary dam or other constructed obstruction must only be built from materials that will cause little or no siltation (e.g., clean gravel). Normal flows must be restored to the affected water immediately upon completion of work at that location.
- d. If there is a violation of a water quality standard, the project proponent shall notify the applicable Regional Water Board of any event causing a violation of compliance with water quality standards. Notification may be via telephone, e-mail, delivered written notice, or other verifiable means. This notification must be followed within three (3) working days by submission of a written report that includes the cause of the violation; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results.
- e. If surface water is present, the project proponent shall conduct continuous visual surface water monitoring to detect accidental discharge of construction-related pollutants (e.g., oil and grease, turbidity plume, or uncured concrete).

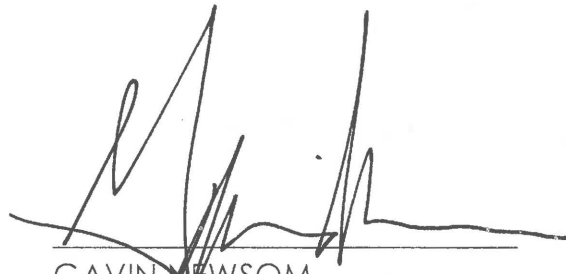
- f. The project proponent shall keep all repairs and construction to the minimum necessary to alleviate the emergency caused by the 2022- 2023 Winter Storm Events and limited to in-kind replacement or refurbishment of on-site features, although the project may undertake minor upgrading if bioremediation or other environmentally sensitive solutions are used.
 - g. The project proponent shall implement effective best management practices to control erosion and runoff from areas associated with the activity, including access roads. All areas of temporary impacts and all other areas of temporary disturbance that could result in a discharge or a threatened discharge to waters of the U.S. and/or state must be restored. Restoration must include grading of disturbed areas to pre-project contours and revegetation with native species.
 - h. Notification of completion, including representative photos showing completion, shall be submitted to the appropriate Regional Water Board within 30 days of completion of the activity.
- 5. To support adequate state staffing for all state agencies assigned response and/or recovery role related to the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County), consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the damage from the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
- 6. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). The requirements

and period of employment for such appointments will be determined by the Office of Emergency Services but shall not extend beyond the termination date of the State of Emergency.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of August 2023.

A handwritten signature in black ink, appearing to read 'Gavin Newsom', is written over a horizontal line.

GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State



FEMA

Congressional Affairs Division
202-646-4500

STATE OF CALIFORNIA

FEDERAL DISASTER DECLARATION FACT SHEET

APRIL 3, 2023

Today, April 3, 2023, President Joseph R. Biden Jr., granted a Major Disaster Declaration for the State of California triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides that occurred February 21, 2023, and continuing. Details of the disaster declaration and assistance programs are as follows:

Declaration Number:	FEMA-4699-DR
Incident:	Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides
Incident Period:	February 21, 2023, and continuing
Federal Coordinating Officer:	Andrew F. Grant National FCO Program
Individual Assistance (IA):	(Assistance to individuals and households):
IA-Designated Counties:	Kern, Mariposa, Monterey, San Benito, Santa Cruz, Tulare, and Tuolumne Counties.
Public Assistance (PA):	(Assistance for emergency work and the repair or replacement of disaster-damaged facilities):
PA-Designated Counties:	Calaveras, Los Angeles, Monterey, and Tulare Counties.
Hazard Mitigation (HM):	(Assistance for actions taken to prevent or reduce long term risk to life and property from natural hazards):

HM-Designated Areas:

All areas in the State of California are eligible to apply for assistance under the Hazard Mitigation Grant Program.

OTHER:

Additional designations may be made at a later date if requested by the state and warranted by the results of further damage assessments.

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LICENSE NUMBER	1221
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LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below.

3. PREMISES will not be available during the following drill periods: n/a
4. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
5. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
6. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
7. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
8. STATE shall supply PREMISES with utilities, the nominal cost of which is included in the use fee. Section VI (FEES), item #5 addresses extraordinary utility use and payment.
9. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
10. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
11. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
12. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
13. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
14. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
15. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. LICENSEE is authorized to use PREMISES to provide temporary shelter and/or health and medical services to homeless citizens of the community.
2. LICENSEE may provide on-site program management through either LICENSEE employees, agents or volunteers or through contracted services.
3. LICENSEE agrees to clean PREMISES removing all litter, trash, cans, bottles, etc. from PREMISES after each use period, but not less than once per day.
4. LICENSEE shall provide janitorial services, whether from a licensed contractor or qualified civil service employee(s), to clean and sanitize the armory, including restrooms, showers, and drill floor, according to standards set forth in **Exhibit "F"**, made a part hereof by this reference. If civil service employees will not fulfill janitorial services, LICENSEE shall provide STATE a copy of the janitorial contract before commencement of licensed use.
5. The armory facility will be available twenty-four (24) hours each day unless otherwise approved by the STATE for extended periods during inclement weather conditions.
6. LICENSEE shall provide on PREMISES one hour before shelter opening until one hour after lights-out in the evening no less than one (1) appropriately licensed (guard card) and easily identifiable uniformed security officer. The security officer shall have access to a telephone, provided by LICENSEE, for contacting the appropriate law enforcement agency, should it become necessary. LICENSEE is responsible for protecting patrons, agents and invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
7. Uniformed security personnel will check (search) each client for weapons and drug paraphernalia before any client may enter, or reenter the armory. On-site supervising soldiers are not security personnel and WILL NOT assist with weapon checks or other security-related actions; however, they will observe security inspections.
8. Security personnel will notify the military site supervisor or, if one is not available, the Area Coordinator or the STATE Program Manager before leaving PREMISES. A copy of the security contract will be due to the STATE before the license term begins.
9. Consistent with GC 15301.3(e), LICENSEE shall provide STATE a schedule of nightly shelter visits by law enforcement officers of the local jurisdiction within which the armory is located.
10. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
11. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written

consent of STATE'S Area Coordinator.

12. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES shelter use. If significant plumbing issues occur due to repeated latrine clogging by clients, the LICENSEE will provide, at its sole cost or expense, portable latrines for the duration of the contract.
13. LICENSEE shall take all necessary steps to ensure shelter clients do not constitute a nuisance in the immediate vicinity of PREMISES during hours of shelter operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
14. LICENSEE is solely responsible for supplying consumables including, but limited to cleaning or sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. LICENSEE affirms the County Health Department shall provide regular health screenings and consultation on sanitation issues as required or as otherwise requested.
15. The ONLY animals allowed inside PREMISES are service animals as defined in Section XIV below. Client pets or any other animal not meeting the definition of service animal must remain outside PREMISES at all times.
16. LICENSEE shall conform to the guidance and recommendations for tuberculosis prevention outlined in "*Preventing Tuberculosis (TB) in Homeless Shelters: A Guide for Preventing and Controlling TB and other Aerosol Transmissible Diseases in Los Angeles County Facilities*", included as **Exhibit "C"** herein and by this reference made a part hereof.
17. LICENSEE shall at all times conform to local or state (Governor's) orders for preventing COVID-19 infection by mandating mask wearing and organizing the site to conform to physical distancing requirements.
18. Before clients may park their vehicle in PREMISES parking area, LICENSEE shall ensure each has a valid vehicle registration and current insurance coverage.
19. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time. so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:

SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the

PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Extraordinary utility costs are waived during the term of this license.
3. Emergency 24 hour use of the facility is authorized through the request from the local Office of Emergency Services.

VII. TERM

License shall take effect no earlier than April 11, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) August 31, 2023.

VIII. AMENDMENT AND TERMINATION

AGEEMENT amendment or modification must be in writing and duly executed by the parties.

Either party may terminate AGEEMENT with 30 days written notification to the other at the addresses previously given. Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX. ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X. DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI. RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII. ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under

LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability**:

Guide Dog or Seeing Eye® Dog¹ is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, they are not considered service animals under the ADA. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

INSTALLATION COMMANDER

DATE: _____

FOR THE ADJUTANT GENERAL

DATE: _____



CITY OF PORTERVILLE

DATE: 04/21/2023

**MEMORANDUM OF UNDERSTANDING FOR SHELTER SUPPORT
BETWEEN COUNTY OF TULARE AND CITY OF PORTERVILLE**

This Agreement, is effective as of April 11, 2023, (the "Agreement"), and is between The City of Porterville ("CITY"), a California municipal corporation, and the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), who agree as follows:

WHEREAS, CITY has entered into an arrangement with the California National Guard for use of the Armory space, with address of 29 N Plano St., Porterville, CA 93257 (the "Premises") for emergency shelter purposes; and

WHEREAS, COUNTY, along with its Health and Human Services Agency, desires to provide disaster relief support, including logistical support, shelter staffing, and meal support, solely for the purpose of the Premises being used as an emergency shelter in response to the March 2023 atmospheric river storms; and

WHEREAS, in order to provide said support, COUNTY is fully dependent upon the California Department of Social Services ("CDSS") fulfilling COUNTY'S request for logistical and funding support, of which COUNTY, upon receipt, will convey to CITY; and

WHEREAS, in the event that CDSS is unable to provide support, and/or CDSS or the American Red Cross is unable to provide operational support, COUNTY is unable to continue services alone and shall immediately terminate this Agreement; and

WHEREAS, COUNTY seeks to clarify the scope of services to be provided and set reasonable limits on the term of those services; and

WHEREAS, COUNTY agrees to provide, and CITY agrees to receive said services; and

WHEREAS, CITY opened the shelter on the Premises on April 11, 2023, and COUNTY began providing services as of April 11, 2023, and now seek to memorialize this exchange in writing;

NOW, THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties agree as follows:

1. **SERVICES.** COUNTY agrees to provide at its own expense, and CITY agrees to receive services at the Premises pursuant to this Agreement. COUNTY shall provide 24 hour, or agreed operational period staffing at the Premises, in which COUNTY will provide logistical support, shelter staffing, and meal support in conjunction with the California Department of Social Services and/or the American Red Cross. COUNTY will additionally provide social assistance via case management services Monday through Friday, 8 AM to 5 PM. COUNTY shall also provide 24 hour security at the site (Collectively, the "Services"). The parties may agree in writing to a shorter operational period.

CITY shall provide animal care and shelter for residents of the Premises, including kennels and food. CITY shall be providing laundry, bathroom, and shower services for the residents of the Premises. Except for as otherwise specified in Section 8.c., CITY shall provide janitorial services for the Premises, which shall be regularly available daily, and shall be available upon an immediate needs basis. CITY shall keep on-call maintenance technician that is able to respond to immediate maintenance needs.

Services will be performed to the satisfaction of COUNTY for purposes of reimbursement of COUNTY by the State or Federal government.

2. **TERM.** The Services contemplated in Section 1 shall be from April 11, 2023, to May 5, 2023.

The County's provision of staffing and support services shall end at 12:00 noon, and the County's provision of security services shall end at 5:00 p.m., on Friday, May 5, 2023.

Additionally, the Parties agree that this Agreement will terminate pursuant to Section 19 of this Agreement upon the exit of the California Department of Social Services' support of staffing of the Services.

3. **CONSIDERATION.** CITY and COUNTY agree that the services provided to the public are adequate and good consideration for this Agreement, and no monetary compensation is required for this Agreement.

4. **USE.** Upon commencement of the term, COUNTY staff shall be entitled entry onto the Premises to provide the Services.

5. **AGREEMENT TO USE FACILITIES.** The use of the Premises is defined as follows:

- a. Use of the Premises 24 hours a day for sheltering evacuees and animals; and
- b. Any other use to which the parties mutually agree.

6. **ACCEPTANCE.** On the date that the COUNTY begins providing services at the Premises, the Premises shall be in good condition. COUNTY commencing services on the Premises on the effective date shall constitute COUNTY's acknowledgment that, to the best of their knowledge, the Premises is in good condition.

7. **USE.** COUNTY shall use the Premises and shall not use it in any manner that will constitute waste or nuisance.

8. **MAINTENANCE.**

- a. CITY will provide, at CITY's expense, all ongoing maintenance, preventative maintenance, repair, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto.

b. CITY will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises and parking areas during the term of the AGREEMENT, at no cost to COUNTY, including all ADA Standards for Accessible Design requirements and codes requiring fire extinguishers or other fire suppression equipment and related signage.

c. CITY will be responsible for cleaning the restrooms. COUNTY will be responsible for any cleaning or sanitization of rooms used, waiting rooms, and door handles.

d. In case of emergency the parties will take immediate steps to protect persons and property, consistent with their respective roles and responsibilities under this AGREEMENT. The CITY maintains responsibility to provide COUNTY with a facility that is fit for the purpose and intent of the AGREEMENT. If necessary repairs are brought to the CITY's attention by COUNTY, CITY will make repairs within the next ten (10) days. If the CITY does not take the necessary steps, COUNTY will have the right to repair and to be reimbursed by CITY.

9. **ALTERATIONS.** COUNTY shall not make any structural or exterior alterations to the Premises without CITY's or the California National Guard's consent; however, COUNTY shall have the right without cost to the CITY to make, with CITY's prior written consent, nonstructural alterations to the interior of the Premises that COUNTY requires in order to conduct its operations on the Premises, so long as those alterations are not prohibited by the terms and conditions of the CITY'S License Agreement with the California Military Department.

Upon termination of the AGREEMENT, if COUNTY is not then in default of any of the provisions of this AGREEMENT, COUNTY shall have the right to remove from the Premises immediately before the termination of the AGREEMENT, or within ten (10) days thereafter, any alterations COUNTY has made to the Premises, as long as the removal will not cause any structural

damage to the Premises, and COUNTY at its cost promptly restores any damage caused by the removal.

10. **UTILITIES.** CITY, in conjunction with the California National Guard, shall make all arrangements for, and pay for, all utilities and services furnished or to be used by COUNTY, including, without limitation, gas, electricity, water, sewer, trash, and for all connection charges, therefore. CITY and the California National Guard shall provide all fire extinguishers and related signs.

11. **INDEMNITY.** To the fullest extent permitted by law, CITY will hold harmless, defend and indemnify COUNTY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by CITY, or under other applicable statute or ordinance; or resulting from CITY's or CITY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with respect to the Premises. CITY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

To the fullest extent permitted by law, COUNTY will hold harmless, defend and indemnify CITY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by COUNTY, or under other applicable statute or ordinance; or resulting from COUNTY's or COUNTY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with

respect to the Premises. COUNTY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

12. **INSURANCE.** CITY acknowledges and agrees that COUNTY is a self-insured entity and waives any requirement that COUNTY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance. COUNTY acknowledges and agrees that CITY is a self-insured entity and waives any requirement that CITY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance.

13. **DESTRUCTION.** In the event the Premises, or the building in which the Premises is located, is totally or partially destroyed by fire, earthquake, flood, or other casualty so as to render such property unfit for occupancy, in whole or in part, and that if it should reasonably appear that CITY cannot or will not restore or repair the Premises within ten (10) days from the date of such damage, either party shall be entitled to terminate the Agreement by giving the other party notice in writing of intention to so terminate ten (5) days before the proposed date of termination.

14. **CONDEMNATION.** If, during the AGREEMENT Term, there is any taking by condemnation of all or part of the building, other improvements, or land of which the Premises are a part, or any interest in the AGREEMENT, the rights and obligations of the parties shall be determined as follows:

a. If the Premises are totally taken by condemnation, the AGREEMENT shall terminate on the date of the taking;

b. If any portion of the Premises is taken by condemnation the AGREEMENT shall remain in effect, except that COUNTY may elect to terminate the AGREEMENT by giving notice of same within five (5) days of the date of the taking.

15. **ASSIGNMENT.** COUNTY shall not assign or encumber its interest in the AGREEMENT, all or any part of the Premises, without the consent of CITY, which consent may be withheld at CITY's absolute discretion.

16. **SIGNS.** COUNTY may not install, or permit any other person to install, any sign, awning, canopy, marquee or other advertising on any exterior wall, door, or window on the Premises.

17. **PARTIES'S ENTRY ON PREMISES.** The parties and their authorized representatives shall have the right to enter the Premises at all reasonable times.

18. **REMOVAL OF PERSONAL PROPERTY.** On expiration or other termination of the AGREEMENT, COUNTY shall remove all its personal property and shall perform all restoration made necessary by the removal of any alterations, fixtures, or signs.

19. **TERMINATION.** Either party may terminate this Agreement for cause upon fifteen (15) days' prior written notice to the other party. For purposes of this section, "cause" shall be defined as the failure of either party to remedy any material breach of the AGREEMENT within three (3) days' written notice of the breach. No material breach will be found for issues that this contract already provides a remedy for, so long as those remedies are timely undertaken.

COUNTY, may immediately terminate this Agreement upon written notice should the expenses associated with the Services be deemed to be non-reimbursable by the Federal Government or California State Government, as COUNTY will not be able to fund the scope of the Services considered in this Agreement without Federal or State reimbursement. Written notice of such determination of non-reimbursability shall be communicated by COUNTY to CITY as soon as possible.

COUNTY may immediately terminate this Agreement upon written notice should operational support from CDSS or the American Red Cross ceases, as COUNTY will not be able to provide such support on its own. This written notice shall be communicated by COUNTY to CITY as soon as possible.

COUNTY, as required by the Federal Emergency Management Agency ("FEMA") contract provisions, may terminate this Agreement without cause and shall provide CITY with seven (7) days written notice of the termination of this Agreement without cause.

20. **SUCCESSORS.** This Agreement shall be binding on, and inure to, the benefit of the parties, their successors and assigns, except as otherwise limited by this Agreement.

21. **NOTICE.** Any notice, demand, request, consent, approval or other communication required or permitted under this Agreement shall be in writing and must be either delivered in person or sent by certified mail, postage prepaid, to the follow addresses:

COUNTY: Board of Supervisors
County of Tulare Administration Building
2800 W. Burrel
Visalia, CA 93291
w/Copy to: Tulare County Office of Emergency Services
Attn: Andrew Lockman
5957 S. Mooney Blvd.
Visalia, CA 93277

CITY: John Lollis
291 N Main St,
Porterville, CA 93257

Notice shall be deemed communicated four (4) days from the time of mailing as provided in this section.

22. **ACCESS TO RECORDS.** The following access to records requirements apply to this AGREEMENT: a. The parties agree to provide each other, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to

any books, documents, papers, and records of the CITY and COUNTY which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The CITY agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The CITY agrees to provide the FEMA Administrator, or their authorized representatives, access to the Premises or other sites pertaining the scope of this AGREEMENT.

d. In compliance with the Disaster Recovery Act of 2018, the COUNTY and the CITY acknowledge and agree that no language in this AGREEMENT is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

23. DEBARMENT AND SUSPENSION. CITY certifies, by entering into this AGREEMENT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this AGREEMENT by any federal agency or by any department, agency or political subdivision of the State of California. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of CITY. The CITY also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this AGREEMENT and is solely responsible for any paybacks and or penalties that might arise from non-compliance.

24. CHANGES. CITY and COUNTY, together the "Parties" agree that any changes made to this AGREEMENT must be formal written Agreement in the form of a Change Order to this AGREEMENT. Any Change Order must be submitted by the requesting party by at least seven

(7) days written notice to the other Party. Both the CITY and COUNTY must agree, in writing, to any changes to this AGREEMENT.

25. DEPARTMENT OF HOMELAND SECURITY SEALS/LOGOS. The CITY shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

26. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. CITY acknowledges that FEMA financial assistance will be used to fund all or a portion of the AGREEMENT. CITY shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

27. NO OBLIGATION BY FEDERAL GOVERNMENT. The Federal Government is not a party to this AGREEMENT and is not subject to any obligation or liabilities to the COUNTY, CITY, or any other party pertaining to any matter resulting from this AGREEMENT.

28. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. CITY acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statement) applies to the CITY's actions pertaining to this AGREEMENT.

29. DISASTER SERVICE WORKERS. Emergency management personnel provided under this AGREEMENT are public employees, who during disaster situations, are declared under California Government Code section 3100, to be Disaster Service Workers. Work-related injuries will be handled by providing agency/jurisdiction under Worker's Compensation. Emergency management personnel must immediately report any injury suffered while deployed, to their assigned supervisor and home agency. Further, emergency management personnel provided by the CITY under this Agreement are Disaster Service Workers and employees of the CITY, and as such are provided the immunities, protections, and benefits of Disaster Service Workers, as provided in the California Emergency Services Act and other applicable law. Each

party shall defend, indemnify, and hold the other party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, or volunteers.

30. **WAIVER.** The failure of either party to insist on strict compliance with any provision of this Agreement will 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 will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

31. **INTEGRATION.** This instrument contains all the Agreements of the parties relating to the Premises and cannot be modified or amended except by a subsequent Agreement in writing.

32. **NO THIRD-PARTY BENEFICIARIES.** Unless specifically set forth, the parties to this Agreement do not intend to provide any third-party benefit or enforceable legal or equitable right or remedy.

33. **GOVERNING LAW.** This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles.

34. **HEADINGS.** Paragraph 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.

35. **INTERPRETATION.** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

36. CONFLICT 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 will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement will continue in full force and effect.

37. AUTHORITY. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind, and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

38. COUNTERPARTS. This Parties to this AGREEMENT may sign this AGREEMENT in counterparts, each of which is an original and all of which taken together form one single document. The counterparts of this AGREEMENT may be executed and delivered by facsimile or other electronic signature (including portable document format) by the Parties and the receiving Party may rely on the receipt of such document so executed and delivered

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electronically or by facsimile as if the original had been received.

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

Date: _____

CITY OF PORTERVILLE

By: _____

John Lollis

City Manager

Approved as to form:

City Attorney

By: _____

**COUNTY
COUNTY OF TULARE**

By: _____

Jason T. Britt

Tulare County Emergency Services Director

Approved as to form:

County Counsel

By: A. Zahseen

Matter No. 2023359



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

April 14, 2023

Ms. Nancy Ward
Director, Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Dear Director Ward,

Tulare County appreciates the Office of Emergency Services' tireless work to support the response to and recovery from DR-4699 in our County and the surrounding region. Specifically, your negotiation of an ongoing incident period and the expeditious approval of individual assistance programs have been particularly valuable to the affected communities as we continue to recover from storm damages, repair distressed and weakened waterways, and prepare for the impending historic snowmelt runoff.

As current snow moisture content in local watersheds is estimated at over 300% of the historical average, total inflows to local reservoirs through April and July are expected to exceed three times the reservoir capacity. Local reservoir and waterway operators continue to aggressively release water at or near full capacity to make space for the anticipated inflows and prevent a return to spillway flows, while balancing needs of downstream operators to conduct emergency repairs. As a result, a number of homes, agricultural properties, and public spaces remain inundated with floodwater, and more homes may be affected because of the new snowmelt conditions. Specifically, we anticipate similar or worse conditions as a result of the snowmelt.

Tulare County is concerned that current sheltering for individuals affected by inundation and/or evacuation orders, including previously displaced individuals who remain under an evacuation order, may be limited in duration, especially during the current intervening period between storm and snowmelt-induced flooding incidents within the disaster.

Tulare County has entered into an agreement with the City of Porterville to maintain the last remaining emergency evacuation shelter site in the County. The California Department of Social Services and Volunteer Emergency Services Team have pledged support to provide staff and services for only two weeks at this shelter. Forty Tulare County residents who have been displaced due to flood activities are staying at this site. Because the support from CDSS and VEST is limited, the County is concerned that it may not be able to continually fund and staff the ongoing shelter projects. Our concern is the ongoing financial and logistical burden to the County and the incorporated cities therein.

As we are sure that you are aware, emergency protective measures, flood control activities, and damage assessments are being conducted because of the flood conditions in Tulare County. These efforts go hand-in-hand with ensuring that County residents are safe,



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

fed, and warm. The State's cooperation in keeping funding and support from the Department of Social Services and VEST beyond the initial two weeks available for emergency sheltering of Tulare County Residents is vital. Your support in ensuring ongoing funding and logistical support for these critical emergency protective measures is greatly appreciated.

Sincerely,

A handwritten signature in black ink, reading "Andrew Lockman".

Andrew Lockman
Office of Emergency Services Manager



LICENSE NUMBER	1221
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LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below in Section III; "Notification".

3. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
4. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
5. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
6. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
7. STATE infrastructure shall supply PREMISES with utilities, but LICENSEE will transfer utility accounts into its name for payment: electric, sewer, water, refuse collection.
8. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
9. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
10. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
11. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
12. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
13. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
14. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. In order to provide a variety of health, medical or other services to homeless citizens, LICENSEE may provide on-site program management through either LICENSEE employees, agents, volunteers or contracted services.
2. The armory facility will be available twenty-four (24) hours each day unless otherwise amended in writing by the STATE.
3. LICENSEE is solely responsible for protecting employees, patrons, agents, clients, or invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
4. LICENSEE agrees to maintain PREMISES in a clean and habitable condition, which includes exterior landscape maintenance and removal of all litter, trash, cans, bottles, etc. from the site not less than once per day.
5. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
6. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written consent of STATE'S Area Coordinator.
7. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES use.
8. If significant plumbing issues occur due to continued actions of clients, LICENSEE will provide portable latrines, at its sole cost and expense, for the duration of the contract.
9. LICENSEE shall take all necessary steps to ensure clients do not constitute a nuisance in the immediate vicinity of the facility during hours of operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
10. LICENSEE shall supply consumable sanitary items and paper products, which include, but not limited to: cleaning/sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. If requested (necessary), the County Health Department shall provide periodic health screenings and consultation on issues pertaining to sanitation
11. Pets of clients occupying PREMISES or participating in provided services are prohibited inside the PREMISES, with the exception of those meeting the definition of "service animal" in Section XV below.
12. LICENSEE shall ensure clients provide valid vehicle registration and insurance BEFORE parking their vehicle in PREMISES parking area.
13. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time, so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:

SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the

part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Utility accounts will be transferred to LICENSEE, which will directly pay utility costs on an as-incurred basis.

VII.

TERM

License shall take effect no earlier than May 5, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) May 4, 2024.

VIII.

AMENDMENT AND TERMINATION

AGREEMENT cannot be amended or modified in any way except by a written AGREEMENT duly executed by STATE and LICENSEE. Any proposal for amendment or modification must be delivered for review and approval by the Chief, Realty Operations or her/his delegatee.

AGREEMENT may be terminated by either party upon 30 days' written notification to the other party at the addresses previously given in Section III; "Notification". Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX.

ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X.

DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI.

RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII.

ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental

provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability**:

Guide Dog or Seeing Eye® Dog¹ is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, **they are not considered service animals under the ADA**. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

FOR THE ADJUTANT GENERAL



CITY OF PORTERVILLE

DATE: _____

DATE: 05/17/2023



FEMA

4699-DR-CA Amendment 006



English

Notice Date	July 10, 2023
--------------------	---------------

Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4699-DR]

[Docket ID FEMA-2023-0001]

California; Amendment No. 6 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of California (FEMA-4699-DR), dated April 3, 2023, and related determinations.

DATE: This amendment was issued July 14, 2023.

FOR FURTHER INFORMATION CONTACT: Dean Webster, Office of Response and Recovery, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, (202) 646-2833.

SUPPLEMENTARY INFORMATION: Notice is hereby given that the incident period for this disaster is closed effective July 10, 2023.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050, Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

Deanne Criswell,

Administrator,

Federal Emergency Management Agency.

Last updated July 14, 2023

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**National
Terrorism
Advisory
System**

Porterville Army National Guard Armory
Temporary Evacuation Point and Shelter
Daily Census

<u>Date:</u>	<u>Adults:</u>	<u>Youth:</u>	<u>Dogs:</u>
Friday, May 5, 2023	12	0	1
Saturday, May 6, 2023	10	0	0
Sunday, May 7, 2023	10	0	0
Monday, May 8, 2023	15	0	1
Tuesday, May 9, 2023	12	0	0
Wednesday, May 10, 2023	8	0	0
Thursday, May 11, 2023	9	0	0
Friday, May 12, 2023	9	0	0
Saturday, May 13, 2023	7	0	0
Sunday, May 14, 2023	6	0	0
Monday, May 15, 2023	13	0	0
Tuesday, May 16, 2023	11	3	4
Wednesday, May 17, 2023	11	3	4
Thursday, May 18, 2023	16	3	4
Friday, May 19, 2023	11	0	3
Saturday, May 20, 2023	14	0	5
Sunday, May 21, 2023	12	0	4
Monday, May 22, 2023	14	0	3
Tuesday, May 23, 2023	14	5	3
Wednesday, May 24, 2023	16	3	3
Thursday, May 25, 2023	13	1	6
Friday, May 26, 2023	18	4	3
Saturday, May 27, 2023	16	5	5

<u>Date:</u>	<u>Adults:</u>	<u>Youth:</u>	<u>Dogs:</u>
Sunday, May 28, 2023	16	1	3
Monday, May 29, 2023	18	1	3
Tuesday, May 30, 2023	19	1	6
Wednesday, May 31, 2023	17	1	3
Thursday, June 1, 2023	19	1	7
Friday, June 2, 2023	17	1	7
Saturday, June 3, 2023	16	1	4
Sunday, June 4, 2023	20	1	8
Monday, June 5, 2023	20	1	6
Tuesday, June 6, 2023	22	1	10
Wednesday, June 7, 2023	23	1	9
Thursday, June 8, 2023	22	1	7
Friday, June 9, 2023	22	1	10
Saturday, June 10, 2023	15	1	6
Sunday, June 11, 2023	26	1	9
Monday, June 12, 2023	18	1	7
Tuesday, June 13, 2023	24	1	4
Wednesday, June 14, 2023	21	1	7
Thursday, June 15, 2023	20	1	4
Friday, June 16, 2023	28	1	6
Saturday, June 17, 2023	20	1	7
Sunday, June 18, 2023	24	1	4
Monday, June 19, 2023	21	0	8
Tuesday, June 20, 2023	28	0	6
Wednesday, June 21, 2023	28	0	4
Thursday, June 22, 2023	22	0	4
Friday, June 23, 2023	27	0	4

<u>Date:</u>	<u>Adults:</u>	<u>Youth:</u>	<u>Dogs:</u>
Saturday, June 24, 2023	26	0	4
Sunday, June 25, 2023	24	0	3
Monday, June 26, 2023	23	0	4
Tuesday, June 27, 2023	30	0	5
Wednesday, June 28, 2023	26	0	6
Thursday, June 29, 2023	27	0	5
Friday, June 30, 2023	25	0	5
Saturday, July 1, 2023	27	0	9
Sunday, July 2, 2023	25	3	3
Monday, July 3, 2023	24	3	3
Tuesday, July 4, 2023	20	3	4
Wednesday, July 5, 2023	28	2	6
Thursday, July 6, 2023	28	2	5
Friday, July 7, 2023	27	2	6
Saturday, July 8, 2023	28	2	5
Sunday, July 9, 2023	36	2	3
Monday, July 10, 2023	28	2	3
Tuesday, July 11, 2023	34	2	4
Wednesday, July 12, 2023	35	2	2
Thursday, July 13, 2023	47	2	7
Friday, July 14, 2023	27	2	0
Saturday, July 15, 2023	24	2	2
Sunday, July 16, 2023	24	2	3
Monday, July 17, 2023	26	2	1
Tuesday, July 18, 2023	26	2	2
Wednesday, July 19, 2023	21	2	1
Thursday, July 20, 2023	21	2	1

Friday, July 21, 2023	22	0	0
Saturday, July 22, 2023	22	0	0
Sunday, July 23, 2023	22	0	0
Monday, July 24, 2023	21	0	0
Tuesday, July 25, 2023	22	0	0
Wednesday, July 26, 2023	20	0	0
Thursday, July 27, 2023	27	0	0
Friday, July 28, 2023	25	0	0
Saturday, July 29, 2023	22	0	0
Sunday, July 30, 2023	22	0	0
Monday, July 31, 2023	24	0	0
Tuesday, August 1, 2023	21	0	0
Wednesday, August 2, 2023	19	0	0
Thursday, August 3, 2023	20	0	0
Friday, August 4, 2023	19	0	0
Saturday, August 5, 2023	26	0	0
Sunday, August 6, 2023	22	0	0
Monday, August 7, 2023	20	0	0
Tuesday, August 8, 2023	25	0	3
Wednesday, August 9, 2023	23	0	3
Thursday, August 10, 2023	20	0	3
Friday, August 11, 2023	23	0	5
Saturday, August 12, 2023	22	0	5
Sunday, August 13, 2023	29	0	6
Monday, August 14, 2023	25	0	5
Tuesday, August 15, 2023	21	0	5
Wednesday, August 16, 2023	23	0	6
Thursday, August 17, 2023	23	0	5

Friday, August 18, 2023	22	0	5
Saturday, August 19, 2023	23	0	5
Sunday, August 20, 2023	21	0	4
Monday, August 21, 2023	25	0	5
Tuesday, August 22, 2023	22	0	5
Wednesday, August 23, 2023	27	0	5
Thursday, August 24, 2023	22	0	5
Friday, August 25, 2023	25	0	5
Saturday, August 26, 2023	23	0	4
Sunday, August 27, 2023	25	0	5
Monday, August 28, 2023	23	1	5
Tuesday, August 29, 2023	24	1	6
Wednesday, August 30, 2023	22	2	6
Thursday, August 31, 2023	18	2	5
Friday, September 1, 2023	17	2	5
Saturday, September 2, 2023	20	2	5
Sunday, September 3, 2023	20	2	5
Monday, September 4, 2023	21	2	5
Tuesday, September 5, 2023	22	2	5
Wednesday, September 6, 2023	15	2	3
Thursday, September 7, 2023	16	2	4
Friday, September 8, 2023	18	2	4
Saturday, September 9, 2023	19	2	4
Sunday, September 10, 2023	20	2	5
Monday, September 11, 2023	20	2	5
Tuesday, September 12, 2023	24	2	5
Wednesday, September 13, 2023	24	2	5
Thursday, September 14, 2023	21	2	5

Friday, September 15, 2023	26	2	5
Saturday, September 16, 2023	28	2	5
Sunday, September 17, 2023	26	2	5
Monday, September 18, 2023	22	2	5
Tuesday, September 19, 2023	24	2	5
Wednesday, September 20, 2023	26	2	5
Thursday, September 21, 2023	30	2	5
Friday, September 22, 2023	23	2	5
Saturday, September 23, 2023	20	2	5
Sunday, September 24, 2023	26	2	5
Monday, September 25, 2023	20	2	4
Tuesday, September 26, 2023	20	2	4
Wednesday, September 27, 2023	24	2	4
Thursday, September 28, 2023	22	2	4
Friday, September 29, 2023	17	2	4
Saturday, September 30, 2023	20	2	4
Sunday, October 1, 2023	23	2	4
Monday, October 2, 2023	20	2	4
Tuesday, October 3, 2023	18	2	4
Wednesday, October 4, 2023	22	2	4
Thursday, October 5, 2023	24	2	7
Friday, October 6, 2023	21	2	5
Saturday, October 7, 2023	18	2	5
Sunday, October 8, 2023	19	2	5
Monday, October 9, 2023	20	2	5
Tuesday, October 10, 2023	19	2	5
Wednesday, October 11, 2023	22	2	5
Thursday, October 12, 2023	27	2	5

Friday, October 13, 2023	21	2	5
Saturday, October 14, 2023	21	2	5
Sunday, October 15, 2023	19	2	5
Monday, October 16, 2023	24	2	5
Tuesday, October 17, 2023	22	2	5
Wednesday, October 18, 2023	22	2	5
Thursday, October 19, 2023	30	2	5
Friday, October 20, 2023	17	2	5
Saturday, October 21, 2023	15	2	5
Sunday, October 22, 2023	22	2	5
Monday, October 23, 2023	22	2	5
Tuesday, October 24, 2023	20	2	5
Wednesday, October 25, 2023	19	2	5
Thursday, October 26, 2023	21	1	5
Friday, October 27, 2023	21	1	3
Saturday, October 28, 2023	21	1	3
Sunday, October 29, 2023	18	1	3
Monday, October 30, 2023	24	1	3
Tuesday, October 31, 2023	20	1	3
Wednesday, November 1, 2023	25	1	3

RESOLUTION NO. 15 -2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE
CATASTROPHIC / EMERGENCY RESERVE FOR THE COSTS ASSOCIATED
WITH THE RESPONSE TO THE LOCAL FLOOD EMERGENCY**

WHEREAS: Pursuant to Chapter 9 of the Porterville Municipal Code, Mayor Martha A. Flores declared the existence of a local emergency within the City of Porterville on March 13, 2023 due to the threat to life and property caused by a series of storms impacting Success Lake significantly increasing the Tule River flows; and

WHEREAS: Flood water and water from Success Lake had caused evacuation warnings and mandatory evacuation orders in the month of March for some local residents; and

WHEREAS: Historic water levels and flows of the Tule River have caused erosion to the river banks, prompting City staff to take extraordinary measures to protect the riverbanks and avoid potentially catastrophic flooding;

WHEREAS: The significant threat of local flooding emergency continues to exist with the estimated snow pack in the Sierra Nevada mountains of more than three hundred percent (300%) of normal and the potential for a warm storm or heat wave this Spring; and

WHEREAS: The City of Porterville Municipal Code Section 2-31.2, established the Catastrophic / Emergency Reserve Fund for the purpose of providing funds to mitigate costs associated with unforeseen emergencies, including natural disasters or catastrophic events;

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the local flood emergency is an unforeseen and unavoidable event that require the expenditure of City resources beyond those provided for in the annual budget; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of funds from the Catastrophic / Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services, and other necessary expenditures; and
3. That the City Council authorize the replacement of funds from any grant funds that may be used to reimburse said costs.

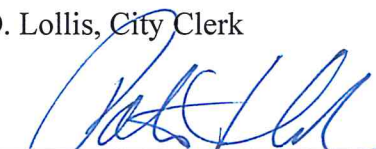
PASSED, APPROVED AND ADOPTED this 4th day of April, 2023.



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 4th day of April, 2023.

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

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					



JOHN D. LOLLIS, City Clerk

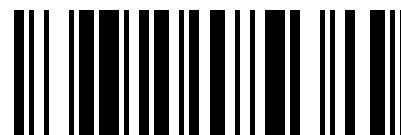
By: 
Fernando Gabriel-Moraga, Deputy City Clerk

Invoice

Calwen Inc. dba Rescue Source & Rescue 3 Intl

Calwen Inc. dba Rescue Source & Rescue 3
P.O. Box 1050
Wilton, CA 95693
Phone: 916-687-6556
Fax: 916-687-6717
Email: info@rescuesource.com

Order #	Date
131282	03/20/2023



Bill To:	Ship To:
PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257 Phone: 559-782-7526 Email: jrodriguez@ci.porterville.ca.us	PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257
Customer: PORTERVILLE FIRE DEPARTMENT	Contact: JANIE RODRIGUEZ PO Number: 23-22733

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
MELISSA	NET 30	Origin	UPS Next Day Air		03/20/2023

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Kit	KT2210	PFD TYPE V PACKAGE	\$250.00	20 ea	\$ 5,000.00
2	Sale	PF4026R	NRS 2022 RAPID RESCUER RED	\$0.00	20 ea	\$ 0.00
3	Sale	KN2556OR	NRS PILOT KNIFE ORANGE	\$0.00	20 ea	\$ 0.00
4	Sale	WH7905	WHISTLE-RESCUE 3 LOGO WITH COIL	\$0.00	20 ea	\$ 0.00
5	Sale	HL7050HVL/XL	RQ3 STORM PRO HELMET HI VIS LARGE/XLARGE	\$32.00	20 ea	\$ 640.00
6	Shipping	Freight	Freight Out	\$256.00	1 ea	\$ 256.00
7	Sale	Tax Expense	Tax Expense	\$521.70	1 ea	\$ 521.70

Subtotal:	\$6,417.70
Sales Tax:	\$0.00
Total:	\$6,417.70

Thank you for your order.
If you have any questions please call 800-457-3728
or e-mail info@rescuesource.com.

Royal Restrooms

DATE: _____

FOR:

Donnie Moore

(559) 782-7539

Cage Code 5HJ93

DESCRIPTION	T	AMOUNT
1 Single ADA Shower/Restroom Combo	t	\$4,250.00
1 Three Stall Shower/Restroom Combo	t	\$4,850.00
Delivery	t	\$100.00
Installation and Removal		\$2,500.00
Before/After Hours or Same Day Services		\$600.00

Due upon receipt-----For Royal Restrooms of California [W9 Click here.](#)

Make all checks payable to Royal Restrooms of California. If payment is not received per terms of agreement signed, applicable late fees will be applied. If you have any questions concerning this invoice, call Us at 877-922-9980 california@royalrestroomscs.com

THANK YOU FOR YOUR BUSINESS!

TAXABLE SUBTOTAL	\$9,200.00
TAX RATE	9.250%
SALES TAX	\$851.00
NON TAXABLE SUBTOTAL	\$3,100.00
TOTAL	\$13,151.00



INVOICE

24/7 Emergency 800-742-7246
www.rainforrent.com

Rain For Rent
Bakersfield
4001 State Rd
Bakersfield CA 93308
United States
661-399-1724

Your sales person	REMIT PAYMENTS TO:
JESSE PINTOR	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1169502 CUSTOMER CITY OF PORTERVILLE CUSTOMER # 112354 NAME CITY OF PORTERVILLE ADDRESS 291 N MAIN ST PORTERVILLE CA 93257 PHONE	INVOICE# 1854595	INVOICE DATE 3/30/2023	PO or JOB# 23-22734	PAYMENT DUE 4/29/2023
PLEASE PAY				\$77,396.67
SHIPPED TO JOBSITE:				
NAME CITY OF PORTERVILLE ADDRESS Corporation Yard 555 N Prospect St Porterville CA 93257 PHONE				

Notes:

Requested by: Michael Knight
PO Number: 23-22734

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00	EA	Pump BA150E D285 Tlr Mt Diesel Eng Hatz 4H50TIC	1022734		SALES		0.00	\$65,685.06	\$65,685.06	Y
1.00	EA	Shipping/Handling Freight	M240			SERVICES	0.00	\$5,158.57	\$5,158.57	Y

TOTAL SALES:	\$65,685.06
TOTAL RENTALS:	\$0.00
TOTAL SERVICES:	\$5,158.57
TOTAL OTHER:	\$0.00
SUBTOTAL:	\$70,843.63
TAX:	\$6,553.04

TOTAL:	\$77,396.67
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FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%
CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept
all terms, conditions and provisions hereof upon execution of this agreement;
ordering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____

Mike Clark Trucking
19385 Avenue 144
Porterville, CA 93257 US
+1 5597845486
mct3desk1@yahoo.com



INVOICE

BILL TO

City of Porterville
Street Superintendent, Field
Service Div.
555 N. Prospect
Porterville, Ca 93257

INVOICE # 2637**DATE** 03/23/2023**DUE DATE** 04/25/2023**TERMS** Net 30

DATE	FREIGHT	ACTIVITY	FREIGHT BILL	RATE	AMOUNT
03/23/2023	8.80	Super 10	7383117 - Luque	120.00	1,056.00
03/23/2023	9.70	Super 10	7383219 - Luque	120.00	1,164.00
03/23/2023	9.70	Super 10	7383046 - Luque	120.00	1,164.00
03/23/2023	9.80	Super 10	8432857 - Luque	120.00	1,176.00
03/23/2023	7.30	Super 10	9281272 - Luque	120.00	876.00

Thank you for your business!

SUBTOTAL	5,436.00
TAX	0.00
TOTAL	5,436.00
BALANCE DUE	\$5,436.00

A finance charge of 1.5% monthly/18% annually will be charged on accounts over 30 days past due. In the event a suit is brought to enforce collection, the customer shall be liable for responsible attorneys fees and costs of the suit.



Name of person in charge: Amy Greybehl

Event Date: Start 5/5/23 month to month Price Per Guard: _____

Event Time: 8pm-8am How many guests: open

(Overtime is billed at \$35 per hour) _____ Invite Only: Y/N

Event Location: 29 ~~44~~ Plano St

City: Porterville State: CA

Zip: 93257 Special Instructions/ Directions for Event:

2 guards, check-in Guest by 8pm, lock gates, lights off by 10pm.

Balance Due for guaranteed hours \$: 18,000 - updated

Third Party Information- Please Print Clearly

Financially Responsible Party (Client):

City of Porterville - Army National Guard

Clients Contact Phone

Number: 559-782-7521

Client Email

Address: agreybehl@ci.porterville.ca.us

Clients Home

Address: City

City: Porterville State: CA Zip: 93257

Wedding/Prom/ Anniversary? Other: _____

Payment Information:

The parties have read all pages of this Agreement & the attached Terms and Conditions, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement and Terms & Conditions. Each person signing as the Client below shall be responsible for ensuring that full payment is made as stated in this document. Client agrees that a 30% non-refundable retainer will be due immediately to reserve date and time as listed on contract.

Venmo: _____ @Chris-Morton-80 Zelle: _____ (559)756-4570

Cashapp: _____ \$maddym90 Check: X* Cash: _____

*Payment to be issued upon completion of a City of Porterville Business License Application

Client Initials: AG

Date: 5/5/23

You are a valued customer of Topknotch Security INC, and we want you to enjoy our guards' services. To ensure that the integrity of our officers is maintained for you and all of our customers, the following Terms & Conditions apply to all services provided by Topknotch Security INC, under all circumstances and without exception.

The purchaser (client) on the front of this contract is 100% responsible for his or her guests.

Topknotch Security INC will strictly enforce State and Federal Laws and will maintain a zero-tolerance compliance policy that no alcoholic beverages can be consumed or used by any person not of legal drinking age. All U.S. law enforcement agencies have absolute power to stop any event for administrative search. If contraband is found, even in negligible quantities without the officers knowledge, they can seize and forfeit the contraband to a local government agency. All law enforcement agencies are aggressively enforcing this policy.

Topknotch Security INC will not be responsible for injuries that may occur due to fighting while the event is ongoing. Topknotch Security INC will do their best to defuse any situation verbally, if Topknotch Security INC feels as if our officers cannot control the situation, we will be forced to contact the local law enforcement.

At the officer's discretion, the Client agrees to be fully liable for any damages / charges that may be incurred.

The Client accepts full responsibility for any and all damage, and for any loss of income due to negligence or carelessness caused by any member of the client's group at any time during the event. The Client authorizes Topknotch Security INC to charge for the expenses regardless of and in addition to any prior agreements or understandings. These charges are necessary due to the high cost of insurance, health insurance, uniforms, and due to the revenue and time lost during the time that the officer cannot work.

Please initial here to acknowledge the charges should any damages occur. AG

- Topknotch Security INC recommends that all and any personal valuables be removed from the vehicle when unattended. We will not be held responsible for any lost, stolen, or damaged articles.

- Topknotch Security INC reserves the right to terminate this or any other contract for noncompliance of the above requests, especially if responsible party does not follow Topknotch Security INC, requests to obey the rules in this contract.

Any deposits (cash, checks or course of payment) will be non-refundable for any reason, if any cancellation occurs from the responsible party's side. If for any reason the local law enforcements shuts the event down for any reasons, payment is non-refundable. The open balance is due immediately the day before the agreed job. The renter authorizes the immediate 30% non-refundable retainer & the final payment, states that she/he is the authorized purchaser for this rental contract, the authorized party for the given payment, responsible and liable for payment of the total amount, per cash or other payments. As with all contracts, the rental contract between the mentioned person as renter (Client) and Topknotch Security INC is made with the information and the terms given to us. I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract.

Client Initials: AG Date 5/5/23

All of the given information from the Client is binding and cannot be changed without Topknotch Security INC acceptance. If the contract is cancelled after it is signed, Topknotch Security INC is still authorized to collect the remaining balance in full, if the officers does not go out again on the cancelled date for the same or higher amount. We will reserve the set date upon the approval of the purchaser's preferred payment as per telephone conversation. The responsible party gives authorization to use the payment information over the phone / fax / Internet in combination with a signed contract. It is agreed that it is not necessary to obtain a signed slip, as the reservation is made over the phone / fax / Internet. Proof of identity of the purchaser using said credit card must be supported by the signed contract or in person. At time of event we need the full payment, state identification of the purchaser that authorizes the transaction for the signed contract. If the purchaser cannot provide all of the above items at the time of event, Topknotch Security INC will not start the job, as we have no proof of the legal possession of payment. Therefore the risk of not getting paid will give us the right to cancel. The purchaser is still fully responsible to pay the total amount as he failed to provide the above requirements.

Topknotch Security INC cannot guarantee the availability of overtime. It is of particular importance that the purchaser makes allowances for anticipated delays and adheres to the agreed time schedule. In the event that the purchaser wants to change the time of the itinerary, they may do so, only if Topknotch Security INC can accommodate other clients that booked with Topknotch Security INC prior to or after the said time. The purchaser further agrees to pay additional charges incurred such as overtime and or more officers. The overtime will be billed by hourly rate at \$35.00 per hour, unless negotiated otherwise. If customer fails to cancel at the last minute, the full amount of contracted time will be charged.

The purchaser authorizes Topknotch Security INC to charge any additional charges after they have rendered services to the purchasers' as supplemental charge. If cash payment is selected, the payment is due no later than the close of the next business day in full. Customer agrees to have Topknotch Security INC get an authorization for the above course of payment and amount, for the event stated above.

If any payment due hereunder is unpaid (10) ten days after the due date, hereon Topknotch Security INC will have the right to add and collect late charges with interest at the maximum rate allowed by law. All such sums are due and owing with any other expenses, (filing fees, court cost, and reasonable attorney fees, etc.)

I fully understand and agree to everything stated in the contract and the Terms & Conditions. If, for any reasons, I am not fully satisfied with the services I receive, I have 24 hours after the completion of the job to file a complaint in writing. If Topknotch Security INC, does not receive my written complaint in the above stated timeframe, I agree that there is no valid complaint, and I am fully satisfied with the services I received. Filing a written complaint insures both parties that it is fully understood what the problem was and will help Topknotch Security INC to assist the responsible parties in any kind of resolution to the complaint. The purchaser will be contacted within a week of the complaint to settle the matter. I understand that this is a separate case from the main contract and therefore have no dispute in general against Topknotch Security INC and the payment I authorized.

Since Topknotch Security INC offers high-tech-equipment, sometimes heat and excessive use of all power-operated equipment might be subject to having more breaks for our officers. This will, of course, not interfere with the safety of the party itself and therefore will have no effect on continuing or paying of the contracted event. Topknotch Security INC guarantees that all our officers are constantly trained to keep the highest possible standards and eliminate such failures as much as possible. We have the right to add more officers in case of emergency or the event is getting bigger than contracted. As stated, this will only happen in emergencies, and to upgrade, never downgrade. If the upgrade is needed, Topknotch Security INC gives the customer the right to downsize the event and receive additional charges. Additional charges will occur on the customer's side if an upgrade is made. Topknotch Security INC will notify the responsible party if more officers and hours are needed, as well as how much more the cost will be.

If any of our above guarantees or contracted terms cannot be met due to conditions outside of our control, including weather, accidents, and any other acts of incidents, we will use our best efforts to notify the customer of these conditions and resulting delays or changes.

I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract and the Terms & Conditions.

Client Signature Amy Graybehl Date 5/5/23
Topknotch Security Representative Signature Madeline M. Foster Date 5/3/25

ADDITIONAL REMARKS:

- 1 officer roaming & 1 officer checking in guest
- Roaming grounds and making sure lights out at 10 pm
- Making sure no guest leave after 8pm
- Roaming the whole grounds and the animals



SECURITY SERVICES AGREEMENT

AGREEMENT PREPARED FOR: **City of Porterville: Shelter**
July 15, 2023



Good Guard Security, Inc.

21622 Plummer St, Suite 200, Chatsworth, CA 91311

1-800-651-0491 ext 1061

info@goodguardsecurity.com

www.GoodGuardSecurity.com

SERVICE DETAILS

Client Service Address:	29 N Plano St, Porterville, CA 93257
Client Billing Address:	29 N Plano St, Porterville, CA 93257
Service Hours:	7 Day(s) / 07:30 PM - 08:30 AM / 13 Hours / Monday - Sunday
Location Contact & Telephone Number:	Amy Graybehl 559-782-7521
Email:	agraybehl@ci.porterville.ca.us
Rate (U.S. Dollars):	\$28.95 (Per Hour Per Guard)
Holiday Rate	\$43.45 (Per Hour Per Guard)
Service Commencement Date:	07/17/2023 @ 07:30 PM
Payment Terms:	Bi-weekly
Permanent/Temporary:	Permanent 3 Month Minimum (30 Day Cancellation Notice)
Uniform:	Professional Security Uniform
Additional Charges:	N/a
Security Service Description:	2 Professional Unarmed Guard(s) 1 Guard will be intaking clients and the other guard will be patrolling the facility. Note: Providing a visual deterrent to any outside danger. Security officers will make sure there isn't anyone vandalizing the premises, or trying to break into the property. Loss prevention.

This SECURITY SERVICES AGREEMENT ("Agreement") is entered into upon mutual execution hereof by and between GOOD GUARD SECURITY, a California corporation, Private Patrol Operator (PPO) License #120362 (hereinafter, "Company") and **City of Porterville** (hereinafter, "Client"), with respect to the following:

- RATES:** Service Rates are subject to adjustment for any change in any law, causing a change in work hours, wage rates, working conditions or other costs to Company.
- PAYMENT:** Invoices will be submitted either bi-weekly or monthly, upon mutual agreement between Company and Client, and are payable on receipt at the address on the invoice. A late charge of 1 ½ % per month will be added to balances not paid within seven days.
- EMPLOYEES:** (a) Personnel supplied by Company are its employees and not Client's. Company is solely responsible for social security, unemployment and similar taxes applicable to its employees.
(b) Company is a Federal Government Contractor and complies with Executive Order 11246, as amended: Section 503 of the Rehabilitation Act of 1973, as amended: Section 402 of Vietnam era Veterans' Readjustment Assistance Act of 1974 and related regulations. Company's employees will be assigned without regard to race, color, creed, sex, and national origin, handicap conditions that do not impair job performance or veteran status.
(c) Client may reasonably remove any employee assigned provided such removal is not in violation of law. In the event any employee is removed at Client's request, Client agrees to indemnify and hold Company harmless from any claims, demands, liabilities, judgments, losses, suits, damages, fines, penalties, and expenses including reasonable attorney's fees and defense costs (hereinafter collectively "Claim(s)") that may arise there from.
- OVERTIME:** Overtime rates shall apply to work on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas; work on any additional holidays listed and any extra hours exceeding 8-hours a day or 40-hours per week. Coverage for labor disputes, civil disorders or natural disaster, or special assignment or agreement is not included except as described in the Service Rate Classification. Additional overtime rates shall not apply to situations where an employee of Company already on-duty covers hours for a "called-off" employee and thus works over 8-hours in his/her shift.
- PROPERTY/EQUIPMENT:** All property and equipment furnished by Company for performance of its services under this Agreement, regardless of whether portable or stationary, shall be considered the personal property of Company, and shall remain the personal property of Company after termination of this Agreement. Upon the termination of this Agreement, the Company shall have reasonable access and time to remove its property from Client's property. Client shall not be responsible for any of Company's personal property which is stolen, damaged or missing from the property in the absence of Company's supervision.
- KEYS/ACCESS:** Company shall not be provided a master key (or its equivalent) to the property or any portion thereof, except for such location(s) that are to be exclusively used by Company's guards or other personnel. Notwithstanding anything to the contrary in this Agreement, Company shall not be responsible for any damages including, without limitation, any costs incurred in re-keying or changing locks caused by the loss or theft of such key(s).
- NON-COMPETITION:** Client, its affiliates, agents, and other related persons or entities hereby agree not to hire any Company staff, employees, or personnel for a period of at least one (1) year after such person has terminated his/her employment with Company. Client further agrees not to prepare to engage in competition with Company, solicit,

divert, poach, or encourage any of the Company staff, employees, or personnel to stop working with Company, or to solicit, divert, poach, encourage, or facilitate them to work with Client, any affiliate of Client, or any related person or entity of Client. Client recognizes that Company has a significant investment in the recruitment and training of its employees and guards to be providing services under this Agreement, and that these personnel are a valuable asset to Company. As it is impractical and extremely difficult to fix the actual damages which may result from the loss of such employees and guards, Client agrees that if Client (or its affiliates, agents, and other related persons or entities) is in breach of this section of the Agreement, then Client shall be required to pay to Company for each such employee (or former employee employed by Company) the sum of \$7,500.00. Such fee is expressly agreed to be considered liquidated damages, and not a penalty.

8. **LIABILITY AND INDEMNITIES:** (a) Client agrees that Company is not an insurer and that the amounts payable hereunder are based upon the value of service offered and not the value of Client's interests being protected or the property of Client or others located on Client's premises. Accordingly, Company undertakes no liability to Client and makes no representation, express or implied, that its service will prevent occurrences or their consequences, which result in loss or damage. (b) Client agrees that Company shall not be liable for any claims incurred or asserted by Client, irrespective of origin, to persons or property, whether directly or indirectly caused by performance or nonperformance of obligations imposed by this agreement or by negligent acts or omissions, including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (c) The services provided under this Agreement are solely for the benefit of Client and neither this Agreement nor any services rendered hereunder confer any rights on any other party as a third-party beneficiary or otherwise and Client agrees to indemnify and hold Company harmless from and against any claims made by a third party(s), including, but not limited to, injury, death or damage or loss of property, arising from the negligent acts or omissions, including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (d) If, at Client's request, Company employees undertake duties or are requested to use equipment or vehicles other than as agreed to in writing by Company, Client shall be solely responsible for and shall indemnify and hold Company harmless from and against any claims arising there from, including, but not limited to, claims arising from the negligent acts or omissions including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (e) Client hereby waives any and all rights of subrogation that any insurer of Client may have against Company. (f) Where Company is entitled to indemnification, Company shall have the right to tender defense of the claim to Client.
9. **FORCE MAJEURE:** The obligations of Company hereunder may be suspended during any period where performance is prevented by acts of God, civil or labor disturbances, or events beyond Company's reasonable economic control.
10. **HAZARDOUS OR DEFECTIVE CONDITIONS/MATERIALS:** (a) Client agrees that it will comply with OSHA Hazard Communication Standards and will indemnify and hold Company harmless from all claims, including injuries to Company's employees arising out of a condition existing at Client's premises or Client's violation of any safety or health related law or regulation. (b) Client further agrees to: (1) make available to Company the Material Safety Data Sheet for each hazardous chemical to which Company's employees may be exposed at Client's premises; (2) inform company of (A) precautionary measures that need to be taken to protect Company's employees and (B) Client's hazardous material labeling system.
11. **INSURANCE:** Client agrees to assume all risk of loss or damage to its premises, business and property of others on Client's premises occurring as a result of fire, theft or other casualty and Client agrees that it will maintain insurance to fully protect Client against such loss or damage. Accordingly, Client waives its right of recovery against Company of any such loss or damage, however caused.
12. **TERMINATION OF SERVICES:** Except as otherwise provided in this Agreement, this Agreement may be terminated for non-performance by either party, provided that such party has given the others reasonable time to correct any instances of such non- performance. If either party fails to correct such non-performance, the Agreement may be terminated, provided that such party has given the others at least thirty (30) days advance written notice of such intention. Notwithstanding the foregoing and for all other intentions, termination of services by Client must be preceded by at least thirty (30) days advance written notice of such intention to terminate services. Minimum 3-Month Service Agreement from start date.
13. **ENTIRE AGREEMENT AND INTERPRETATION:** This Agreement constitutes the entire agreement and understanding between the parties, and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect. This Agreement shall be governed under the law of the State of its performance and if any provision shall conflict therewith, such provision shall be interpreted to remove such conflict, so that this Agreement and all its other provisions shall remain in full force and effect.
14. **DEFAULT:** Company may terminate this Agreement immediately and exercise such other rights and remedies as permitted by law, if Client fails to pay any amount when due or if any proceeding is commenced or threatened by or against Client under the Bankruptcy Code or any other Debtor's law, or if Client makes or threatens to make an assignment for the benefit of creditors.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed this Agreement as of the date first above written:

By GOOD GUARD SECURITY:

Brady Osorto

(Authorized Representative Signature)

Brady Osorto / Business Development Manager

(Print Name & Title)

By CLIENT:

(Authorized Representative Signature)

(Print Name & Title)

CHAPTER 9

CIVIL DEFENSE AND DISASTER

SECTION:

9-1: Purpose Of Chapter

9-2: Definitions

9-3: Emergency Council

9-4: Officers Of Emergency Council

9-5: Emergency Council Meetings

9-6: Duties Of Emergency Council

9-7: Powers Of Chairman Of Emergency Council

9-8: Exercises Or Drills

9-9: Acts Authorized Under Certain Conditions

9-10: Emergency Services Coordinator

9-11: Powers And Duties Of Coordinator

9-12: Emergency Powers Of Coordinator

9-13: Emergency Services Organization

9-14: Functions And Duties Of Emergency Service Organization

9-15: Acts Unlawful During Disasters

9-16: Penalty For Violation Of Chapter

9-1: PURPOSE OF CHAPTER:

The purposes of this chapter are to provide for the preparation and carrying out of plans for disaster and emergency services, the protection of persons and property within the city of Porterville in the event of a disaster, and to provide for the coordination of the disaster and emergency functions of the city with all other affected persons and agencies, both public and private. Any expenditures made in connection with such disaster or emergency services, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property in the city. (Ord. 987 § A, 10-6-1970)

9-2: DEFINITIONS:

Except where the context otherwise requires, the following definitions shall govern the construction of this chapter:

DISASTER: Actual or threatened enemy attack, sabotage, extraordinary fire, flood, storm, epidemic, riot, earthquake or other public calamity. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

EMERGENCY SERVICES: The preparation for carrying out disaster functions, other than functions for which military forces are primarily responsible, and to prevent, minimize and repair injury and damage resulting from disasters. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

EMERGENCY SERVICES OFFICE: The physical facilities constituting the Tulare operational area's primary emergency operating center, and the necessary staff and personnel to operate such facilities on a day to day or disaster emergency basis.

TULARE OPERATIONAL AREA: The unincorporated area of the county, and the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake. (Ord. 987 § A, 10-6-1970)

9-3: EMERGENCY COUNCIL:

The emergency council of the Tulare operational area is hereby created and shall consist of the following members:

A. The chairman of the board of supervisors of the county. Said board of supervisors shall appoint an additional member of said board to serve as an alternate member of the emergency council when the chairman is absent from the county or is not immediately available to perform his duties.

B. The mayors of the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake, or alternates appointed by the respective city councils.

C. Two (2) persons residing in the unincorporated area of the county who shall be appointed by the other members of the emergency council.

D. The emergency services coordinator of the county, who shall be an ex officio member and who shall not be entitled to a vote at the meetings of the emergency council. (Ord. 987 § A, 10-6-1970)

9-4: OFFICERS OF EMERGENCY COUNCIL:

The officers of the emergency council shall be a chairman, and such other officers as the council may deem necessary. The chairman of the board of supervisors shall serve as chairman of the council. When he is absent from the county or is not immediately available to perform his duties, the other member of the board of supervisors who is a member of the council shall serve as chairman. (Ord. 987 § A, 10-6-1970)

9-5: EMERGENCY COUNCIL MEETINGS:

The emergency council may hold regular meetings at a time and place established by the council. Special meetings of the council shall be called in accordance with section 54950 et seq., of the Government Code of the state of California. Special meetings may be called by the chairman or the alternate chairman designated pursuant to section 9-4 of this chapter. The council shall meet at least four (4) times each year. The council shall have the power to adopt rules and regulations governing the conduct of its meetings. (Ord. 987 § A, 10-6-1970)

9-6: DUTIES OF EMERGENCY COUNCIL:

It shall be the duty of the emergency council to review and recommend for adoption by the board of supervisors and the respective city councils, disaster and mutual aid plans and agreements, and such ordinances, resolutions, rules, regulations and budgets as are necessary to implement such plans and agreements. (Ord. 987 § A, 10-6-1970)

9-7: POWERS OF CHAIRMAN OF EMERGENCY COUNCIL:

The chairman of the emergency council is hereby empowered to perform the following acts:

A. Serve as the emergency services director of the Tulare operational area.

B. Request the city council of the city of Porterville to proclaim the existence or threatened existence of a local emergency and the termination thereof, if the city council is in session, or to issue such a proclamation if the city council is not in session, subject to confirmation by the city council at the earliest practicable time.

C. Request the mayor to request the governor to proclaim a state of disaster when in the opinion of the chairman the resources of the area are inadequate to cope with the disaster on a local basis. (Ord. 987 § A, 10-6-1970)

9-8: EXERCISES OR DRILLS:

The chairman of the emergency council shall order an exercise or drill of the entire emergency services organization at least once each year, and a minimum of two (2) exercises or drills for selected portions of the emergency operating center staff each year. Participation in required state or federal exercises, special drills for communications, radiological, fire, law enforcement or other specific services shall be in addition to the exercises or drills required hereinabove. (Ord. 987 § A, 10-6-1970)

9-9: ACTS AUTHORIZED UNDER CERTAIN CONDITIONS:

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor or the director of the California disaster office, or in the event of a war caused state of

extreme emergency, the chairman, as the emergency services director of the Tulare operational area, is hereby empowered to perform the following acts:

A. Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster; provided, however, that such rules and regulations must be confirmed at the earliest practicable time by the emergency council.

B. Subject to the approval of the city council, to obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property of the people, and to bind the city for the fair value thereof and, if required, to commandeer the same immediately for public use.

C. Require emergency services of any city officer or employee, and in the event of the proclamation of a state of disaster or extreme emergency by the governor in the region in which the city is located, to commandeer the aid of as many citizens as he thinks necessary in the execution of his duties. Such persons shall be entitled to all privileges, benefits and immunities which are provided by state law for registered civil defense and disaster volunteer workers.

D. Requisition any necessary equipment or materials from any city department or agency.

E. Execute all of the special powers conferred upon him by this chapter or by resolution adopted pursuant thereto, all powers conferred upon him by any statute, by any agreement approved by city council, or by any other lawful authority. (Ord. 987 § A, 10-6-1970)

9-10: EMERGENCY SERVICES COORDINATOR:

There is hereby created the position of emergency services coordinator of the Tulare operational area who may be referred to as the coordinator. He shall serve as the executive officer of the Tulare operational area and his staff shall serve as the staff of the emergency services office. The board of supervisors of the county of Tulare shall consider the recommendations of the emergency council in the appointment or dismissal of the coordinator. (Ord. 987 § A, 10-6-1970)

9-11: POWERS AND DUTIES OF COORDINATOR:

The coordinator shall have the following general powers and duties:

A. Represent the emergency council and its chairman as their executive officer for the purpose of coordinating all efforts within the Tulare operational area for the accomplishment of the purposes of this chapter.

B. Identify and define questions of authority and responsibility that may arise between persons and agencies referred to in section 9-13 of this chapter and submit recommendations for resolving such matters to the chairman.

C. Represent the Tulare operational area in all dealings with public or private agencies pertaining to disaster or civil defense, when authorized by the chairman.

D. Prepare an operational plan with necessary service annexes and standing operating procedures to provide administrative guides for the Tulare operational area.

E. Plan and conduct exercises and drills, as ordered by the chairman, for the emergency services organization or for the emergency operating center staff. (Ord. 987 § A, 10-6-1970)

9-12: EMERGENCY POWERS OF COORDINATOR:

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor, or in the event of a war caused state of extreme emergency, the coordinator is hereby empowered to perform the following acts:

A. Activate the emergency operating center including calling in, as necessary, service chiefs, standby staff and service dispatchers.

B. Cause the dissemination of appropriate warning signals and issue suitable advisory information to the emergency council, the emergency services organization and the public.

C. Advise the California disaster office of the local situation.

D. Request mutual aid through the California disaster office if local deficiencies of personnel and/or equipment are indicated by the service chiefs.

E. Order the provision of security for the emergency operating center and communications staff. (Ord. 987 § A, 10-6-1970)

9-13: EMERGENCY SERVICES ORGANIZATION:

All officers and employees of the county and the cities included in the Tulare operational area, together with those volunteer forces enrolled to aid them during a disaster and all groups, organizations and persons, including persons commandeered under the provision of subsection 9-9C of this chapter who by operation of law or agreement may be charged with duties incident to the protection of life and property in the city during such disaster, shall constitute the emergency service organization of the Tulare operational area. (Ord. 987 § A, 10-6-1970)

9-14: FUNCTIONS AND DUTIES OF EMERGENCY SERVICE ORGANIZATION:

The functions and duties of the emergency services organization shall be distributed among such divisions, services and special staff as the emergency council shall prescribe by resolution, subject to the approval of the board of supervisors of the county and the respective city councils. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the federal government and the California disaster office. (Ord. 987 § A, 10-6-1970)

9-15: ACTS UNLAWFUL DURING DISASTERS:

It shall be unlawful for any person to perform any of the following acts during a disaster:

A. Wilfully obstruct, hinder or delay any member of the emergency services organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter or in the performance of any duty imposed upon him by virtue of this chapter.

B. To do any act forbidden by any lawful rules or regulations issued pursuant to this chapter, if such act is of such a nature as to give, or be likely to give, assistance to the enemy, or to imperil the lives or property of inhabitants of the city, or to prevent or delay the defense or protection thereof.

C. To wear, carry or display, without authority, any means of identification specified by the civil defense and disaster agency of the federal government or the state of California. (Ord. 987 § A, 10-6-1970)

9-16: PENALTY FOR VIOLATION OF CHAPTER:

Any person violating any of the provisions of this chapter which are declared to be unlawful shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than five hundred dollars (\$500.00) or by imprisonment in the Tulare County jail for not more than six (6) months, or by both such fine and imprisonment. (Ord. 987 § A, 10-6-1970)

State of California

GOVERNMENT CODE

Section 8558

8558. Three conditions or degrees of emergency are established by this chapter:

(a) “State of war emergency” means the condition that exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that an enemy attack is probable or imminent.

(b) “State of emergency” means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, electromagnetic pulse attack, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a “state of war emergency,” which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

(c) (1) “Local emergency” means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, deenergization event, electromagnetic pulse attack, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage or deenergization event that requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

(2) A local emergency proclaimed as the result of a deenergization event does not trigger the electric utility obligations set forth in Public Utilities Commission Decision 19-07-015 or its successor decisions as related to deenergization events. A local emergency proclaimed as the result of a deenergization event does not alter the electric

utilities' Public Utilities Commission-approved cost-recovery mechanisms for their own costs associated with deenergization events.

(Amended by Stats. 2022, Ch. 537, Sec. 1. (SB 468) Effective January 1, 2023.)