



**AMENDED CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MAY 7, 2024, 5:30 PM**

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City of Porterville – City Council Meeting of May 7, 2024

Please use the following link below to join the webinar:

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Or via Telephone: **1-669-900-6833** Webinar ID: **811 3475 6917** Passcode: **967389**

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: 29 North Plano Street, Porterville, CA. Agency Negotiator: Patrice Hildreth and Jason Ridenour. Negotiating Parties: City of Porterville and California Military Department. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.95 – Liability Claim: Claimant: Jordan Jacobs. Agency claimed against: City of Porterville.
- 3** - Government Code Section 54956.95 – Liability Claim: Claimant: Christopher Newby. Agency claimed against: City of Porterville.
- 4** - Government Code Section 54956.95 – Liability Claim: Claimant: Mark & Maria Alvarez. Agency claimed against: City of Porterville.
- 5** - Government Code Section 54956.95 – Liability Claim: Claimant: Hill

International. Agency claimed against: City of Porterville.

6 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Cecilia Nunez v. City of Porterville et al., Tulare County Superior Court Case No. 295475.

7 - 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 plaintiff.

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

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

Pledge of Allegiance Led by Council Member Weyhrauch

Invocation

PRESENTATIONS

Employee of the Month - Patricia Medina

Outstanding Business Award

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 2024

Code Enforcement Quarterly Report

Building Permit Activity Quarterly Report FY 2023-2024 (January - March 2024)

Street Performance Measure Quarterly Report FY 2023-2024 (January - March 2024)

Golf Course Quarterly Report FY 2023-2024 (January-March 2024)

City Commission and Committee Attendance Quarterly Report FY 2023-2024 (January - March 2024)

City Council Member Appointments Attendance Quarterly Report FY 2023-2024
(January - March 2024)

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 April 16, 2024**
Re: Considering approval of the City Council draft Minutes of April 16, 2024.
2. **Purchase of Police Department Property and Evidence Crime Scene Vehicle**
Re: Council authorization for staff to negotiate the purchase of one Property, Evidence, and Crime Scene vehicle for a cost of \$347,359.00, plus tax, license, applicable fees as well as upfit of equipment, and a 10% contingency for the total purchase of this vehicle.
3. **Consideration to Purchase Handguns**
Re: Consider approval to negotiate the purchase of ninety (90) Glock, 9mm caliber handguns from PROFORCE Law Enforcement for \$74,528.60.
4. **Authorization for Transit Bus Engine Repair**
Re: Council Consideration and approval of E.M. Tharp - American Truck Parts' repair of transit bus engines at a cost not to exceed \$25,078.
5. **Authorization to Repair Collision Damage to Transit Vehicle No. 8113**
Re: Council consideration to authorize Porterville Collision to repair transit vehicle No. 8113 at a cost not to exceed \$8,589.
6. **Intent to Set a Public Hearing to Transition to Phase III of the City's Water Conservation Plan**
Re: Consider approval to schedule a Public Hearing on May 21, 2024, to consider the transition from Phase IV to Phase III of the City's Water Conservation Plan.
7. **Authorization to Award Freedom Fest Fireworks Contract**
Re: Consideration to award the Freedom Fest Fireworks contract to Fireworks & Stage FX America in the amount of \$30,000.
8. **Authorization to Execute a Consultant Services Agreement - Santa Fe Byway Public Artist**
Re: Consideration to authorize the Consultant Services Agreement with Adrian Litman Art & Design for the design, fabrication, and installation of two (2) art

installations for the Santa Fe Byway Trail not to exceed amount of \$20,000.

9. Renewal of Airport Lease Agreement - Lot No. 46D

Re: Consideration to approve the renewal of the Lease Agreement between the City and Kevin Taggard for Lot No. 46D at the Porterville Municipal Airport for a term of ten (10) years.

10. Financial Status Report

Re: Considering acceptance of the City's Financial Status Reports as presented.

11. Quarterly Investment Portfolio

Re: Considering acceptance of a report reflecting the investment portfolio of the City of Porterville as of March 31, 2024.

12. Authorization of Street Closure for Military Banner Ceremony

Re: Consideration to authorize the temporary closure of Main Street between Thurman Avenue and Cleveland Avenue for the Military Banner Ceremony on May 24, 2024, from 9:00 AM to 3:00 PM.

13. Approval of Community Civic Event - Tulare County Junior Livestock Show and Community Fair - Porterville Fair - May 15-19, 2024

Re: Consideration to approve the Community Civic Event application from the Tulare County Jr. Livestock Show and Community Fair, to hold the Porterville Fair from May 15 to May 19, 2024.

14. Proposed Budget Calendar for Fiscal Year 2024-2025 and Scheduling of Study Session for May 14, 2024

Re: Consideration of the proposed Fiscal Year 2024-2025 Budget Calendar and the Scheduling of a Study Session Concerning the Council's Priority Projects for Tuesday, May 14, 2024.

15. 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.

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

PUBLIC HEARINGS

16. Permanent Local Housing Allocation (PLHA) – Request for Proposals (RFP) Funding Recommendation and Amendment to 5-Year Plan

Re: Council to award Central California Family Crisis Center in the amount of

\$39,386, for a total of \$94,359.53 for Permanent Supportive Housing (PSH) Operations; hold a public hearing to receive public comment on the proposed 5-year Plan Amendment and reallocation of funds; and adopt a resolution approving Amendment No. 2 to the Permanent Local Housing Allocation 5-year.

17. Substantial Amendment to the 2023/2024 Action Plan for use of Community Development Block Grant (CDBG) Funds

Re: Consideration to approve the draft Resolution approving the proposed substantial amendment to the 2023/2024 Action Plan.

18. Consideration of Vacation of a Portion of College Avenue

Re: Consider a resolution ordering the vacation of an improved segment of College Avenue at Main Street.

SCHEDULED MATTERS

19. Consider a Letter of Support for Senate Bill 1414 (Grove); Crimes: Solicitation of a minor

Re: Considering a Letter of Support for Senate Bill 1414 (Grove); Crimes: Solicitation of a minor.

20. Implementation of Ordinance No. 1905

Re: Council direction of the implementation of Ordinance No. 1905, which regulates unsafe and unauthorized camping.

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) - April 15, 2024 (Report Carried Over)
2. Tulare County Taskforce on Homelessness - April 17, 2024
3. Tulare County Economic Development Corporation (TCEDC) - April 18, 2024
4. Flag Day Committee - April 18, 2024
5. Tulare County Regional Transit Agency Board Meeting - April 22, 2024
6. Military Banner Program Committee - April 24, 2024
7. Internal City Audit Committee Meeting - April 24, 2024
8. Tulare County Regional Transit Agency Finance Committee Meeting - April 25, 2024
9. Local Initiatives Navigation Center (LINC) Committee - May 1, 2024

10. Eastern Tule Groundwater Sustainability Agency - May 2, 2024
11. Flag Day Committee - May 7, 2024

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 May 21, 2024, 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 – MAY 7, 2024

SUBJECT: Charitable Car Washes Quarterly Report Calendar Year 2024

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 March 31, 2024, the following car washes occurred within the city.

<u>Date</u>	<u>Name of Organization</u>	<u>Location of Car Wash</u>
3/30/24	Granite Hills High School Cheerleading	Granite Hills High School - 1701 E. Putnam Ave.

RECOMMENDATION: Information Only

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

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, 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 – MAY 7, 2024

SUBJECT: Code Enforcement Quarterly Report

SOURCE: Fire

COMMENT: This informational report utilizes data from the “myPorterville” application for tracking code enforcement activity between January 1 and March 31, 2024. During the 3rd quarter of fiscal year 2023/2024, each department of the City contributed towards recording 835 code enforcement issues. Of these, 657 were corrected and 178 were continued into the 4th quarter of 2023/2024 for additional corrective action. The Code Enforcement Division issued 21 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 eighteen (18) complaints specific to recreational vehicles, boats, and trailers, of which fifteen (15) had been completed at the time of this report.

RECOMMENDATION: Informational only

ATTACHMENTS: 1. Code Enforcement FY 23-24 Q3

Appropriated/Funded:

Review By:

Department Director:
Shannon Skiles, Deputy Fire Chief

Final Approver: Patrice Hildreth, City Manager

Code Enforcement Report, Quarter 2, FY 22-23

Q3 Code Enforcement Activity	# Requests	# Completed	% Closed
Abandoned Vehicle (Street)	18	8	44.44%
Animal Control Services	1	0	0.00%
Animals- agricultural animals	3	3	100.00%
Animals- barking dogs	12	9	75.00%
Animals- keeping too many or unauthorized species	5	4	80.00%
Animals- roosters	1	1	100.00%
Building Department/ Permits	20	3	15.00%
CEO, Business License	4	3	75.00%
CEO, Shopping Carts	143	143	100.00%
CEO, Sign Removal	110	110	100.00%
Code Enforcement, General	47	37	78.72%
Community Development, General or MULTIPLE violations	13	5	38.46%
Engineering	9	3	33.33%
Garbage Collection/ Illegal Dumping	24	9	37.50%
Graffiti	19	11	57.89%
Health Hazard	6	0	0.00%
Itinerant Vendor, Solicitor, Peddler	42	42	100.00%
Landscaping/trees- private property	9	5	55.56%
Meter Request	77	71	92.21%
Neglected property/trash & debris	2	1	50.00%
Outdoor Storage	1	1	100.00%
Parks	13	6	46.15%
Police/ Traffic Enforcement	50	15	30.00%
Potholes	42	39	92.86%
Refuse Can Replacement / Repair	15	13	86.67%
Report Leak	33	26	78.79%
Sidewalk Condition	6	0	0.00%
Signs- In Public Right of Way	1	1	100.00%
Signs- Temporary	4	1	25.00%
Stop Light Issue	8	8	100.00%
Storm Water	2	2	100.00%
Street Light Issue	6	3	50.00%
Vehicles- inoperable vehicles	16	10	62.50%
Vehicles- Parked on lawn	4	3	75.00%
Vehicles- RVs/boats/etc	18	15	83.33%
Water Waste	10	10	100.00%
Water Waste Admin Cite	3	2	66.67%
Water Waste NOV	10	10	100.00%
Weed Abatement	27	23	85.19%
Yard Sales, Frequent	1	1	100.00%
Q3 Total	835	657	67.88%

Administrative Citations	Q1	Q2	Q3	Q4	Total
\$100	11	13	9		\$3,300
\$200	3	4	4		\$2,200
\$500	8	12	6		\$13,000
\$1,000	2	3	1		\$6,000
\$2,500	23	0	1		\$60,000
FY 23-24 Total Assesment	47	32	21	0	\$84,500

Shopping Carts	Q1	Q2	Q3	Q4	Total
Collected	39	49	204		292
Disposed (Lbs.)	0	0	0		0

Private Property Vehicle Abatements	Q1	Q2	Q3	Q4	Total
Voluntary Abatement	3	11	24		38
Certified Voluntary Abatement	0	1	0		1
Towed	5	1	3		9
Total Vehicles Abated	8	13	27		48

Weed Abatement	Q1	Q2	Q3	Q4	Total
Properties Noticed	12	3	1329		1344
Completed by Owner	116	2	23		141
Assigned to Contractor (private)	0	0	1		1
Assigned to Contractor (city owned)	0	0	0		0
Completed by Contractor	0	0	1		1
Admin Citations	0	3	5		8



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Building Permit Activity Quarterly Report FY 2023-2024 (January - March 2024)

SOURCE: Engineering and Project Management

COMMENT: The Building Permit Activity Report (BPAR) presented herein to the City Council covers the months of January, February and March 2024. The two main categories include new residential permits issued and new commercial permits issued.

3rd Quarter of FY 2022/2023 compared to 3rd Quarter of FY 2023/2024

New residential permits issued during the 3rd quarter of 2023/24 (37) showed a 42.3% increase from the 3rd quarter of 2022/23 (26). New commercial permits issued during the 3rd quarter of 2023/24 (1) showed a 66.67% decrease from the 3rd quarter of 2022/23 (3).

Year-to-Date (July 2023 to March 2024)

New residential permits issued this fiscal year (73) are up 19.67% compared to the same period last fiscal year (61). The number of commercial permits issued this fiscal year (5) is up 25% from the same period last fiscal year (4).

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Building Permit Activity - January 2024
2. Building Permit Activity - February 2024
3. Building Permit Activity - March 2024

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2022 - 1/31/2023 AND
7/1/2023 - 1/31/2024

PERMIT	NUMBER OF PERMITS ISSUED			ACTUAL VALUATION OF PERMITS ISSUED			BUILDING FEES TOTALS FOR PERMITS ISSUED			
	JANUARY 2024	JANUARY 2023	THIS YEAR TO DATE	LAST YEAR TO DATE	JANUARY 2024	JANUARY 2023	THIS YEAR TO DATE	JANUARY 2024	JANUARY 2023	LAST YEAR TO DATE
NEW RESID	15	15	51	50	3,958,599	2,808,351	12,032,811	8,923,220	31,440.28	101,194.72
NEW COMM	1	1	5	2	500,000	15,000	3,784,000	415,000	526.70	1,582.40
RESID IMPROV	4	5	45	36	129,319	61,036	825,216	1,028,480	5,758.70	20,102.40
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00
OTHER	10	22	247	181	110,688	381,957	4,452,350	4,448,333	4,887.35	46,210.80
ELECT	37	56	336	604	916,572	1,055,154	6,730,802	14,130,802	10,645.00	120,036.70
PLUMB	35	31	279	308	342,260	84,260	1,200,611	949,380	3,839.00	43,894.00
TOTALS	102	130	963	1,181	5,957,438	4,405,758	29,025,790	29,895,215	57,097.03	333,021.02

	NEW DWELLING UNITS TOTALS			
	JANUARY 2024	JANUARY 2023	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	14	15	49	49
MULTI FAMILY	2	0	4	0
TOTAL	16	15	53	49

James Wickert

CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2022 - 2/28/2023 AND
7/1/2023 - 2/29/2024

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	FEBRUARY 2024	FEBRUARY 2023	THIS YEAR TO DATE	LAST YEAR TO DATE	FEBRUARY 2024	FEBRUARY 2023	THIS YEAR TO DATE	LAST YEAR TO DATE	FEBRUARY 2024	FEBRUARY 2023	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	5	7	56	57	984,742	894,742	13,017,553	9,817,962	11,600.40	16,994.39	123,795.05	118,189.11
NEW COMM	0	1	5	3	0	1,200,000	3,784,000	1,615,000	0.00	7,056.62	21,567.05	8,639.02
RESID IMPROV	3	8	48	44	62,050	32,739	887,266	1,061,219	1,409.35	2,113.00	25,545.81	22,215.40
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	28	25	275	206	3,547,269	293,676	7,999,619	4,742,009	6,612.00	5,483.35	70,242.75	51,694.15
ELECT	21	74	357	678	373,796	1,594,789	7,104,599	15,725,591	4,204.00	14,972.00	71,399.00	135,008.70
PLUMB	51	50	330	358	124,795	120,443	1,325,406	1,069,823	6,730.00	5,611.00	44,644.00	49,505.00
TOTALS	108	165	1,071	1,346	5,092,652	4,136,389	34,118,443	34,031,604	30,555.75	52,230.36	357,193.66	385,251.38

	NEW DWELLING UNITS TOTALS			
	FEBRUARY 2024	FEBRUARY 2023	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	4	6	53	55
MULTI FAMILY	2	2	6	2
TOTAL	6	8	59	57


CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2022 - 3/31/2023 AND
7/1/2023 - 3/31/2024

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	MARCH 2024	MARCH 2023	THIS YEAR TO DATE	LAST YEAR TO DATE	MARCH 2024	MARCH 2023	THIS YEAR TO DATE	LAST YEAR TO DATE	MARCH 2024	MARCH 2023	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	17	4	73	61	5,132,420	799,556	18,149,973	10,617,518	34,157.93	10,500.41	157,952.98	128,689.52
NEW COMM	0	1	5	4	0	600,000	3,784,000	2,215,000	0.00	582.70	21,567.05	9,221.72
RESID IMROV	9	5	57	49	102,619	113,600	989,885	1,174,819	3,011.00	3,032.35	28,556.81	25,247.75
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	27	23	302	229	880,525	308,520	8,880,145	5,050,529	7,807.81	4,910.00	78,050.56	56,604.15
ELECT	45	120	402	798	1,193,095	2,565,973	8,297,693	18,291,564	10,000.70	24,206.00	81,399.70	159,214.70
PLUMB	48	57	378	415	153,046	176,583	1,478,452	1,246,406	6,368.00	6,546.00	51,012.00	56,051.00
TOTALS	146	210	1,217	1,556	7,461,705	4,564,232	41,580,148	38,595,836	61,345.44	49,777.46	418,539.10	435,028.84

	NEW DWELLING UNITS TOTALS			
	MARCH 2024	MARCH 2023	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	17	3	70	58
MULTI FAMILY	0	0	6	2
TOTAL	17	3	76	60

Jane Wilkerson

CHIEF BUILDING OFFICIAL



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Street Performance Measure Quarterly Report FY 2023-2024 (January - March 2024)

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 third quarter of FY 2023-2024 (January - March 2024). 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 (Morton Avenue to Putnam Avenue) is nearing acceptance. The Villa Street Reconstruction Project (Olive Avenue to Henderson Avenue) is currently under construction. Main Street Reconstruction Project (Putnam Avenue to Olive Avenue) is preparing to go out to bid. 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 3rd quarter
2. 2023-2024 Level of Service Progress Report 2nd quarter

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

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

3rd QUARTER REPORT - July 1, 2023 - March 31, 2024

[illegible]

3rd QUARTER REPORT - July 1, 2023 - March 31, 2024

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

2nd QUARTER REPORT - July 1, 2023 - December 31, 2023

[illegible]

2nd QUARTER REPORT - July 1, 2023 - December 31, 2023



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Golf Course Quarterly Report FY 2023-2024 (January-March 2024)

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 Third Quarter FY 2023/24.

RECOMMENDATION: Informational only

ATTACHMENTS: 1. Golf Course 3rd Quarter Report

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager

PORTERVILLE GOLF COURSE STATISTICS

	Jan-23	Jan-24	Feb-23	Feb-24	Mar-23	Mar-24
Golfers	1253	784	1608	1286	1200	1454
Repeat 9/Twilight	777	419	932	694	734	681
Tickets Used	458	386	650	547	450	626
Passes Sold	25	48	26	32	27	33
Carts	303	287	701	379	407	501
Total	\$12,529.00	\$11,350.00	\$17,374.00	\$14,402.00	\$12,592.00	\$17,116.00

PORTERVILLE GOLF COURSE STATISTICS

	Oct-17	Oct-18	Nov-17	Nov-18	Dec-17	Dec-18
Golfers	1502	1891	1441	1266	1613	1349
Repeat 9/Twilight	453	1047	432	746	479	634
Tickets Used	641	633	578	388	571	465
Passes Sold	50	57	37	17	37	24
Carts	637	1048	639	778	652	727
Total	\$13,589.00	\$17,051.00	\$13,740.00	\$10,537.00	\$14,601.00	\$11,228.00

FOOTGOLF

	Oct-17	Oct-18	Nov-17	Nov-18	Dec-17	Dec-18
18-hole adult	0	0	0	0	0	0
18-hole youth	0	0	0	0	0	0
Cart rental	0	0	0	0	0	0
Ball rental	0	0	0	0	0	0
Party	0	0	0	0	0	0
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

GRAND TOTAL	\$13,589.00	\$17,051.00	\$13,740.00	\$10,537.00	\$14,601.00	\$11,228.00
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November- Military Appreciation Month=30 participated

December- Kids play free.



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: City Commission and Committee Attendance Quarterly Report FY 2023-2024
(January - March 2024)

SOURCE: Administrative Services

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

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

RECOMMENDATION: Information Only

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Acting Administrative Services Director

Final Approver: Patrice Hildreth, City Manager

**Animal Control Commission
Attendance Records**

As of March 31, 2024

	2023 13-Jul	2023 12-Oct	2024 11-Jan	2024	2024	2024	2024	Notes:
Kathy Guinn	P	A	*					
Jerry Hall	P	P	*					
Kat Harris	P	P	*					
Shawn Schwartzenberger	P	A	*					
Lacy Goodlett	P	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.

Arts Commission Attendance Records

As of March 31, 2024

[illegible]

** 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	**					<i>Vacated seat 8/22</i>
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.**

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

** No meeting held due to lack of quorum.*

**** No meeting due to scheduling.**

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

LIBRARY & LITERACY COMMISSION - Attendance Record

As of March 31, 2024

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	P	P	P	P	P	P	
Patience Christenson				E							Resigned 9/23
Esther Figueroa				P	P	P	P	P	P	P	
Edith LaVonne				P	P	P	P	P	P	P	
Susan Uptain				E	P	P	P	E	E	A	
Fernando Serrano				P	P	P	P	P	P	P	
Sonya Lopez				P	P	P	P	P	P	P	
Irene Ortega						P	P	P	P	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 COMMISSION
ATTENDANCE RECORDS

As of March 31, 2024

Parks & Leisure Services Commissioner's Record of Attendance

	2023	2023	2023	2023	2023	2023	2024	2024	2024	2024	2024	2024
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Phillip Duncan	**	**	P	P	P	E	A	E	P			
Diane Graybehl	**	**	P	P	P	P	P	P	E			
Kieran Daly	**	**	P	E	P	E	P	P	P			
Janet Uresti	**	**	P	P	P	P	E	P	P			
Tom Fiormonti	**	**	P	A								
Jason Gurrola	**	**	P	P	P	P	E	P	P			
Jason Pommier	**	**	P	P	P	P	P	P	P			
Blaine Smotherman								P	P			
Arlene Pena	**	**	A	P	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

	2022	2022	2022	2022	2022	2022	2023	2023	2023	2023	2023	2023
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	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	2021	2021	2021	2021	2021	2022	2022	2022	2022	2022	2022
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Phillip Duncan	**	**	P	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

Transactions and Use Tax Oversight Committee
Attendance Records

As of March 31, 2024

	2022 25-Aug	2022 17-Nov	2023 16-Feb	2023 25-May	2023 24-Aug	2023 28-Nov	2024 27-Feb	
John Simonich	P	P	A	P	P	A	P	<i>Term expires 5/2026</i>
Margaret Stinson	P	P	P	P	P	A	P	<i>Term expires 5/2024</i>
John Billiou	P	P	A	P	P	P	A	<i>Term expires 5/2026</i>
Jerry Hall	P	P	P	P	P	P	P	<i>Term expires 5/2026</i>
Janice Kovars	P	P	P	P	P	A	P	<i>Term expires 5/2024</i>
Shawn Byars	P	A	P	A	P	P	P	<i>Term expires 5/2026</i>
Joshua Sulier	A	P	P	P	P	P	A	<i>Term expires 5/2024</i>
Angela Dennis	P	A	P	A	A	P	P	<i>Apptd 12/20; Term exp 5/2024</i>
Rae Dean Strawn	P	P	A	P	A	P	P	<i>Apptd 07/19; Term exp 5/2026</i>
Robert K. Falls Sr.	A	P	P	P	P	A	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

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

As of March 31, 2024

Committee Member	Reg. Mtg 3/4/2020	Reg. Mtg 2/25/2021	Reg. Mtg 3/14/2022	Reg. Mtg 2/28/2023	Reg. Mtg 2/29/2024
Pat Contreras	P	P	P	P	P
Linda Mendez	P	P	P	A	P
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	A
Isabel Olmos			P	P	P
Rebecca Contreras			P	P	P
Yalimar Garcia				P	P
Jacqueline Verduzco Alanis				P	P

* No meeting was held due to COVID.

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

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

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



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: City Council Member Appointments Attendance Quarterly Report FY 2023-2024 (January - March 2024)

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 third quarter of FY 2023-2024 (January through March 2024).

RECOMMENDATION: Informational Only

ATTACHMENTS: 1. Quarterly Report - 3rd Quarter 2024

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, City Manager

City Council Attendance - FY 2023-2024 Third Quarter Report

January 1, 2024 through March 31, 2024

Committee/Board	Member/Alternate	January	February	March
Ad Hoc Committee- COVID-19	Kellie Carrillo-Member Greg Meister - Member			
Ad Hoc Committee - General Plan	Don Weyhrauch - Member Kellie Carrillo - Member			3/6 P 3/6 P
Ad Hoc Committee - Military banner	Kellie Carrillo			
Ad Hoc Committee - Proposition 64 Regulation of Marijuana	Don Weyhrauch - Member Raymond Beltran - Member			3/6 P 3/6 P
Ad Hoc Library Facility Planning Committee	Kellie Carrillo - Member			3/6 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 Asst City Manager Knight	1/11 P	2/1 P	3/7 P
Flag Day Committee	Greg Meister- Member			3/5 P
Internal City Audit Committee	Martha Flores - Member Kellie Carrillo - Member	1/24 P 1/24 P		
Joint City/School District Committee	Kellie Carrillo - Member Greg Meister - Member			
Local Initiatives Navigation Center Committee (LINC)	Raymond Beltran - Member Claudia Calderon -Alternate			3/6 P
Mighty190 Committee	Kellie Carrillo - Member Greg Meister - Member	1/24 P		3/27 P
Porterville Area Development Authority (PADA)	Don Weyhrauch - Member Raymond Beltran - Member			
PDC Advisory Board	Patrice Hildreth - Member Martha Flores - 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	1/22 P	2/26 P	3/18 P
Tulare County Association of Governments (TCAG) - Sustainable Corridors Committee	Martha Flores - Member Deputy City Manager Ridenour	1/25 P		
Tulare County City Selection Committee	Martha Flores -Member Designee - Alternate			
Tulare County Economic Development Corporation (TCEDC)	Martha Flores - Member City Manager Hildreth	1/24 P	2/28 P	
Tulare County Regional Transit Agency (TCRTA)	Don Weyhrauch - Member Raymond Beltran - Alternate City Manager Hildreth	1/29 P	2/21 P	3/18 P
Tulare County Taskforce on Homelessness	Martha Flores - Member Claudia Calderon - Alternate	1/17 P	2/21 P	
Tule River Improvement JPA	Don Weyhraruch - Member Asst City Manager Knight			

P = Present A = Absent



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Approval of Draft Minutes of April 16, 2024

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of April 16, 2024.

RECOMMENDATION: That the Council approve the draft Minutes of April 16, 2024.

ATTACHMENTS: 1. Draft Minutes 04-16-2024

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Acting Administrative Services Director

Final Approver: Yuliana Andrade, Acting Administrative Services Director

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
APRIL 16, 2024, 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, 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: Victoria Grayson. 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 plaintiff.

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

**6:40 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 Council Member Weyhrauch, and SECONDED by Council Member Meister the City Council unanimously rejected the claim filed by Victoria Grayson.

Documentation: M.O. 01-041624

Disposition: Claim rejected.

The Pledge of Allegiance was led by Council Member Meister.

Invocation – a moment of silence was observed.

ORAL COMMUNICATIONS

- Edith La Vonne, Porterville, spoke of road improvements near and around her residence.
- Brock Neeley, Porterville, provided Council with documentation in response to statements made during Other Matters at the prior meeting.
- Cathy Capone, Porterville, spoke in favor of Item No. 13, and stated that she submitted comments pertaining to Item No. 20 via email.

REPORTS

I. City Commission and Committee Meetings

1. Parks & Leisure Services Commission - April 4, 2024 – no report was provided.
2. Library & Literacy Commission - April 9, 2024
Commissioner Edith La Vonne reported on March participation statistics and highlights for Virtual Story Time, Adult Book Club, Bilingual Story Time, Bring Your Own Game Day, Young Adult Book Club, and the Thousand Books Before Kindergarten Challenge. Commissioner Edith La Vonne also mentioned the Spring Mini Reading Program and other recent events.
3. Arts Commission – no report was provided.
4. Animal Control Commission - April 11, 2024
Chair Kathy Guinn reported on public comments, stated that it was National Animal Control Officer Week, and encouraged the council to visit the new Animal Shelter.
5. Youth Commission - April 10, 2024 – no report was provided.
6. Transactions And Use Tax Oversight Committee (TUTOC) – no report was provided.

II. Staff Informational Reports

1. Water Conservation Phase Iv Status Update - March 2024
2. Spring Community Clean-Up Event

CONSENT CALENDAR

There were no items pulled from the Consent Calendar for discussion. City Manager Patrice Hildreth noted a typographical error that would need to be amended on Item No. 11.

COUNCIL ACTION: MOVED by Council Member Weyhrauch, SECONDED by Council Member Meister that the City Council approve Items Nos. 1-17 with the

noted amendment. The motion carried unanimously.

1. AUTHORIZATION FOR EMERGENCY REPAIRS TO RESTORE SUPERVISORY CONTROL AND DATA ACQUISITION COMMUNICATION AT THE ROCKY HILL RESERVOIR

Recommendation: That City Council:

1. Authorize the costs of the proposal for repairs to the City SCADA System by Primex Company;
2. Direct the Finance Director to initiate a Purchase Order to Primex Company for an amount not to exceed \$17,565 (inclusive of all parts, taxes, and a 10% contingency) for the repair of Supervisory Control And Data Acquisition Communications; and
3. Direct the Finance Director to make payment to Primex Company upon receipt of the invoice approved by the Public Works Director.

Documentation: M.O. 02-041624

Disposition: Approved.

2. AUTHORIZATION TO REPLACE SHOP ROLL-UP DOOR

Recommendation: That City Council:

1. Authorize roll-up door replacement by Premier Overhead Door & Gates at a cost not to exceed \$13,147.00 (inclusive of all parts, taxes, labor, and a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

Documentation: M.O. 03-041624

Disposition: Approved.

3. AUTHORIZATION TO PROCEED WITH EQUIPMENT REPLACEMENT BY NEGOTIATED PURCHASE OF REFUSE VEHICLES

Recommendation: That the City Council:

1. Consider the authorization to proceed with the purchase of five (5) Refuse Trucks at a price increase of \$185,318 over the original Purchase Order amount; and
2. Authorize the Finance Director to process payment to Municipal Maintenance Equipment for the additional cost over the initial purchase price.

Documentation: M.O. 04-041624

Disposition: Approved.

4. AUTHORIZATION TO REPAIR ELECTRIC VEHICLE CHARGER AT THE TRANSIT CENTER

Recommendation: That the City Council:

1. Authorize the repair of the Electric Vehicle Charger by EV Connect at a cost not to exceed \$14,828.00 (inclusive of all parts, labor, taxes, freight, and a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

Documentation: M.O. 05-041624

Disposition: Approved.

5. AUTHORIZATION TO PURCHASE LOAN SERVICING SOFTWARE TO MANAGE MORTGAGE, BUSINESS, AND PUBLIC UTILITY CONNECTION LOANS

Recommendation: That City Council:

1. Direct staff to give appropriate notice to the current loan software provider (The Mortgage Office) to terminate the contract on June 30, 2024;
2. Authorize staff to purchase loan servicing software from City Data Services for a total of \$19,960.00 for year one and \$8,160.00 for future years; and
3. Authorize the Community Development Director to sign all necessary documents for execution of the one-year contract with the option to extend it yearly as needed.

Documentation: M.O. 06-041624

Disposition: Approved.

6. CONSIDERATION OF AGREEMENT FOR WASTE DISPOSAL WITH TULARE COUNTY

Recommendation: That the City Council considers:

1. The approval of the Waste Disposal Agreement with the County of Tulare for a term of 10 years with an option to renew for up to two additional terms of 5 years; and
2. To authorize the Mayor and City Manager to sign the necessary documents.

Documentation: M.O. 07-041624

Disposition: Approved.

7. AUTHORIZE MODIFICATION TO THE EXISTING CONTRACT WITH PENA'S DISPOSAL SERVICE

Recommendation: That the City Council accept the proposal to amend the current agreement with Pena's Disposal Service and authorize the mayor to sign Amendment #5 of the agreement.

Documentation: M.O. 08-041624

Disposition: Approved.

8. COUNCIL AUTHORIZATION OF A REQUEST FOR PROPOSALS FOR THE OPERATION AND MANAGEMENT OF THE CITY OF PORTERVILLE TRANSIT SYSTEM

Recommendation: That the City Council authorize staff to distribute a Request for Proposals (RFP) for the operation and management of the City of Porterville Transit System.

Documentation: M.O. 09-041624

Disposition: Approved.

9. SIERRA VALLEY TSM 2-2010 EXTENSION

Recommendation: That the City Council adopts the draft Resolution approving the 24-month map extension.

Documentation: Resolution No. 17-2024

Disposition: Approved.

10. SECOND WATER CONNECTION - 1720 E SUCCESS DRIVE

Recommendation: That the City Council find that the project is exempt from the California Environmental Quality Act (CEQA) under (CEQA Guidelines §15268(b)(4)) and adopt the draft resolution approving the second water service connection.

Documentation: Resolution No. 18-2024

Disposition: Approved.

11. RENEWAL OF AIRPORT LEASE AGREEMENT LOT NO. 34A

Recommendation: That the City Council approve the renewal of the Lease Agreement between the City and Dustin H. Lessley for Lot No. 34A at the Porterville Municipal Airport for a term of five (5) years.

Documentation: M.O. 10-041624

Disposition: Approved.

12. AUTHORIZATION OF OUT-OF-STATE TRAVEL

Recommendation: That the City Council:

1. Authorize out-of-state travel for Porterville Fire Department employee Matt Doney to the International Fire Rescue Training Conference; and
2. Approve up to \$250 in anticipated travel expenses from the Fire Department's annual budget.

Documentation: M.O. 11-041624

Disposition: Approved.

13. APPROVAL OF COMMUNITY CIVIC EVENT - SEQUOIA FAMILY MEDICAL CENTER - SEQUOIA ARBOR DAY 5K RUN/WALK AND HEALTH FAIR - APRIL 27, 2024

Recommendation: That the City Council approve the Community Civic Event application from Sequoia Family Medical Center to hold the Sequoia Arbor Day 5k Run/Walk and Health Fair on Saturday, April 27, 2024, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

Documentation: M.O. 12-041624

Disposition: Approved.

14. APPROVAL OF COMMUNITY CIVIC EVENT - PORTERVILLE KIWANIS CLUB - MOTHER'S DAY FOOD TRUCKS IN THE PARK - MAY 4, 2024

Recommendation: That the City Council approve the Community Civic Event application submitted by the Porterville Kiwanis Club to hold the "Mother's Day Food Trucks in the Park" event on May 4, 2024, at Veterans Park, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

Documentation: M.O. 13-041624

Disposition: Approved.

15. APPROVAL OF COMMUNITY CIVIC EVENT - COMISION HONORIFICA MEXICANA AMERICANA INC - ANNUAL CINCO DE MAYO CELEBRATION PARADE AND FIESTA - MAY 4-5, 2024

Recommendation: That the City Council approve the Community Civic Event application from the Comision Honorifica Mexicana Americana, Inc. to hold the Annual Cinco de Mayo Celebration Parade and Fiesta on May 4 and

5, 2024, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

Documentation: M.O. 14-041624

Disposition: Approved.

16. APPROVAL OF COMMUNITY CIVIC EVENT - PORTERVILLE CHAMBER OF COMMERCE - SPRING FESTIVAL RESCHEDULING - MAY 11, 2024

Recommendation: That the City Council approve the Porterville Chamber of Commerce's request to reschedule the Spring Festival to Saturday, May 11, 2024, subject to the restrictions and requirements contained in the Community Civic Event Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

Documentation: M.O. 15-041624

Disposition: Approved.

17. 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.

Documentation: M.O. 16-041624

Disposition: Approved.

PUBLIC HEARINGS

18. POLICE USE OF MILITARY EQUIPMENT ANNUAL REVIEW (AB 481)

Recommendation: That the City Council, per the requirements of Assembly Bill 481:

1. Allow public comment and questions concerning the annual report and the funding, acquisition, and use of the equipment;
2. Review and renew PPD Policy 704 – Military Equipment (Attachment 1);
3. Review the AB 481 Military Equipment Annual Report 2023 (Attachment 2); and
4. By opting not to modify or rescind, affirm Ordinance No. 1892.

City Manager Hildreth introduced the item and Assistant Police Chief Dominic Barteau presented the staff report.

Mayor Flores opened the Public Hearing at 7:15 p.m. and closed the Public Hearing at

7:15 p.m. when no one came forward to speak.

COUNCIL ACTION: MOVED by Council Member Beltran, SECONDED by Vice Mayor Carrillo that the City Council that the city council conducted the Public Hearing to hear public testimony and reaffirmed Ordinance No. 1892. The motion carried unanimously.

Documentation: M.O. 17-041624

Disposition: Approved.

19. COMMUNITY DEVELOPMENT BLOCK GRANT 2024/25 ACTION PLAN

Recommendation: That the City Council:
1. Adopt the draft Resolution approving the 2024/25 Action Plan; and
2. Direct staff to submit the 2024/25 Action Plan to HUD.

City Manager Hildreth introduced the item and Acting Community Development Director Claudia Calderon presented the staff report.

Mayor Flores opened the Public Hearing at 7:27 p.m.

- Cathy Capone, Porterville, stated that she emailed both the Council and the City Manager with information related to the Action Plan and stated she was disheartened at how much is being spent directly on low-income housing and services to the homeless, and stated she looked back to find out what the grant is to be used for.

Mayor Flores closed the Public Hearing at 7:32 p.m. when no one else came forward to speak.

COUNCIL ACTION: MOVED by Mayor Flores, SECONDED by Council Member Meister that the City Council adopt the draft resolution approving the 2024/25 Community Development Block Grant Action Plan. The motion carried unanimously.

Documentation: Resolution No. 19-2024

Disposition: Approved.

SECOND READINGS

20. SECOND READING - ORDINANCE NO. 1905, REGULATING UNSAFE CAMPING

Recommendation: That the City Council give Second Reading to Ordinance No. 1905, waive further reading, and adopt said Ordinance.

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

COUNCIL ACTION: MOVED by Vice Mayor Carrillo, SECONDED by Council Member Meister that the City Council give Second Reading to Ordinance No. 1905, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE REPEALING ARTICLE VII OF CHAPTER 18 (SECTIONS 18-76 THROUGH 18-83) OF THE CITY OF PORTERVILLE MUNICIPAL CODE AND REPLACING IT WITH CHAPTER 18, ARTICLE VII, REGULATING UNSAFE AND UNAUTHORIZED CAMPING AND STORAGE OF PERSONAL PROPERTY, THE PROTECTION OF CRITICAL INFRASTRUCTURE, AND MITIGATION OF HARM TO THE PUBLIC HEALTH, SAFETY AND WELFARE, waive further reading, and adopt said Ordinance. The motion carried unanimously.

Documentation: Ordinance No. 1905

Disposition: Approved.

SCHEDULED MATTERS

21. AUTHORIZATION TO APPLY AND RECEIVE FINANCING FOR THE CONSOLIDATION OF HOPE SCHOOL WATER SYSTEM

Recommendation: That the City Council:

1. Authorize the Funding Application with the State Water Resources Control Board to consolidate the Hope Elementary School Water System into the City of Porterville's Water Distribution System;
2. Adopt the draft Resolution authorizing the Mayor or Designee, the Public Works Director, to apply for and receive financing from the California State Water Resources Control Board for the planning, design, and construction of the Hope Elementary School Water System Consolidation Project;
3. Authorize the Mayor or Designee, the Public Works Director, to execute the funding agreement with the State Water Resources Control Board and any other necessary documents to effect the transaction; and
4. Direct the City Attorney as General Counsel to provide a legal opinion letter in regard to the proposed project once a funding agreement is received.

City Manager Hildreth introduced the item and Assistant City Manager Michael Knight presented the staff report.

COUNCIL ACTION: MOVED by Mayor Flores, SECONDED by Council Member Meister that the City Council authorize the Funding Application with the State Water Resources Control Board to consolidate the Hope Elementary School Water System into the City of Porterville's Water Distribution

System; adopt the draft resolution authorizing the Mayor or Designee, the Public Works Director, to apply for and receive financing from the California State Water Resources Control Board for the planning, design, and construction of the Hope Elementary School Water System Consolidation Project; and direct the City Attorney as General Counsel to provide a legal opinion letter in regard to the proposed project once a funding agreement is received. The motion carried unanimously.

Documentation: Resolution No. 20-2024

Disposition: Approved.

AB 1234 REPORTS

1. LINC Committee Meeting - April 3, 2024

Council Member Beltran provided updates on several items of interest such as the budget, Navigation Center, and the LINC Services Subcommittee.

2. Eastern Tule Groundwater Sustainability Agency - April 4, 2024

Council Member Weyhrauch reported on announcements, the approval of the Minutes, the ratification of pending bills, and several reports and action items.

3. Porterville Area Development Authority - April 5, 2024

Council Member Beltran reported on the approval of Minutes, several reports, and action items related to the City's reimbursement to the Tule River Tribe for eligible expenses related to both the Tertiary Treatment Wastewater Facility and Storm Drain Retention Basin surrounding the Porterville Airport Area.

4. Tulare County Water Commission - April 8, 2024 – cancelled.

5. Tulare County Association of Governments (TCAG) - April 15, 2024

Mayor Flores stated that she would continue this report to the next meeting.

6. Tulare County Regional Transit Agency - April 15, 2024

Council Member Weyhrauch stated the meeting was postponed to a future date still to be considered.

ORAL COMMUNICATIONS

- Cathy Capone, Porterville, stated that she is a member of the Measure R Citizens Oversight Committee and spoke about their recent meeting and an upcoming tour.

OTHER MATTERS

- Council Member Beltran discussed the recent bike rodeo, the CDBG parks study, a police chase that occurred over the weekend, and a recent incident in which a student was caught with drugs at school. Beltran expressed his frustration that the

school does not always report on campus issues.

- Council Member Weyhrauch inquired about handicap parking in the parking lot where the temporary library is located, and spoke about homeless issues within the city limits.
- Council Member Meister echoed the sentiments expressed by Council Member Beltran regarding the school reporting issues, lauded the efforts of the Police Department staff in assisting those experiencing homelessness, and commended Fire Captain Matt Doney for being selected to represent Porterville at the International Fire Rescue Training Conference. Council Member Meister requested that a Letter of Support for Senate Bill 1414 (Grove), be considered at the next Council meeting, as a Scheduled Matter.

COUNCIL ACTION: MOVED by Council Member Meister, SECONDED by Council Member Weyhrauch that the City Council approve Council Member Meister's request to bring an item at the next Council meeting to consider a Letter of Support for Senate Bill 1414. The Motion carried unanimously.

Documentation: M.O. 18-041624

Disposition: Approved.

- Vice Mayor Carrillo acknowledged the presence of Transportation Director Rich Tree in the audience, and commended the work of the staff in ensuring that the city moves forward.
- Mayor Flores commended the I.T. Department, spoke of the Police Officer Swearing In Ceremony, and thanked various members of City Staff.
- City Manager Hildreth welcomed Transportation Director Richard Tree back to the City of Porterville.

CLOSED SESSION

None.

ADJOURNMENT

The Council adjourned at 8:36 p.m. to the meeting of May 7, 2024, at 5:30 p.m.

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

SEAL

Martha A. Flores, Mayor



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Purchase of Police Department Property and Evidence Crime Scene Vehicle

SOURCE: Police

COMMENT: On September 5, 2023, the Police Department was approved to purchase a vehicle conducive to the field operations of the Property, Evidence, and Crime Scene Unit. At the time of this approval, the City Council approved the purchase of five standardized vehicles for a total cost not to exceed \$425,000 as well as the purchase of this vehicle which was estimated at \$150,000.00. However, shortly after approval, we began negotiations with a vendor to purchase a custom-built vehicle to meet our needs. Unfortunately, this vendor became non-responsive.

Upon further research, it has been determined the cost of a vehicle that will suit our needs has increased in price significantly due to inflation. Due to supply chain disruptions, there have been significant delays causing standardized police and fleet vehicles to either be unavailable or take excessive amounts of time to deliver, sometimes years. Staff was able to locate a vendor (LDVUSA) that custom manufactured a vehicle for Stanislaus County Sheriff's Department. Staff examined this vehicle and determined a similar vehicle would also meet the requirements we would need. Per Resolution 35-93, which authorizes no-bid purchases through a cooperative purchase program, the Department has identified LDVUSA as a provider of such a program for the desired vehicle, available under their H-GACBuy Master Vehicle Contract. This vendor provides government contract pricing for vehicles of this type (AM10-23).

The department is requesting to purchase one custom-built vehicle to be utilized by the Property, Evidence, and Crime Scene Unit. This vehicle would be utilized for critical incident responses, evidence collection, and processing, and to potentially act as a mobile command post in a critical incident. The use of a multipurpose vehicle equipped in such a manner not only improves efficiency and functionality but lowers the Department's financial liability as it relates to the purchase and ongoing maintenance of multiple pieces of equipment. Staff has negotiated with LDVUSA, and the vehicle has been quoted to cost \$347,359.00. It is anticipated this vehicle will meet the needs of the department for an anticipated period of 10-15 years.

Staff is requesting that the City Council authorize staff to negotiate for the purchase of one Property, Evidence, and Crime Scene vehicle up to a total cost of \$347,359.00, plus tax, license, and applicable fees, to include the upfit of necessary emergency and other equipment including other tools to place the vehicle into service. Due to the unique purchasing parameters requested, staff is further requesting a 10% contingency for the total purchase of this vehicle.

Funds for this purchase were encumbered from the 2023-2024 budget and the

remaining difference is available in the current Police Department Vehicle Replacement budget.

RECOMMENDATION: That the City Council:

1. Authorize staff to negotiate the purchase of one Property, Evidence, and Crime Scene vehicle for a cost of \$347,359.00, plus tax, license, and applicable fees as well as upfit of equipment. Due to the unique purchasing parameters requested, staff is further requesting a 10% contingency for the total purchase of this vehicle.

ATTACHMENTS:

1. Porterville PD (CA) Spec Sheet
2. Porterville PD (CA) Sales Quote
3. Sept 5, 2023 Council Item

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager



180 Industrial Drive
Burlington, WI 53105 USA

Phone: 800-558-5986
Fax: (262) 767-2529
Direct: +1 (262) 763-0147
www.ldvusa.com

**PRELIMINARY
SPECIFICATIONS FOR:**

PORTERVILLE PD (CA)
MOBILE LABORATORY

LDV PROPOSAL # C26LAB-35956-23

APRIL 26, 2024

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180 Industrial Drive
Burlington, WI 53105 USA
Phone: 800-558-5986
Fax: (262) 767-2529
Direct: +1 (262) 763-0147
www.ldvusa.com

PRICING PAGE: (HGAC contract AM10-23)

Total price per unit as specified, FOB Origin	\$309,512.00
Discount amount	-\$11,452.00
HGAC discounted price for 1 unit as specified	\$298,060.00

Contract Administration Fee - HGAC	\$1,000.00
HGAC discounted price for 1 unit as specified with Contract Admin Fees	\$299,060.00
Delivery charge to Porterville, CA	\$8,936.00

Total price per unit	\$307,996.00
-----------------------------	---------------------

Delivery terms: Ask your Sales Representative.

Payment Terms: Net 30.

Quote is firm for 30 days from specification date.

Quoted price does not include any applicable FET, federal, state or local tax unless specified.

12' Awning Option
\$5,584.00

Telescoping Pole Mount Lights (4) Option
\$12,060.00

Multiplex Automated Control System Option (Base Package)
\$21,719.00

Item	Qty	
1.00		<u>CHASSIS:</u>
1.01	1	New Ford E-450 Cutaway Base SD chassis; 176" wheelbase, dual rear wheels • Engine: 7.3L V8 gas • Transmission: Electronic 6-speed Automatic with overdrive, includes tow/haul. • 4x2 rear wheel drive • 14,500 GVWR
1.02	1	Spring upgrade installed on rear suspension.
1.03	1	US DOT triangle reflector kit with three (3) triangles, for compliance with FMCSA regulations. Includes plastic storage case. Kit will be shipped loose in the vehicle.
1.04	1	Route horizontal exhaust to streetside.
2.00		<u>BODY:</u>
2.01	1	Load space area shall be 83" high x 93" wide x 16' long custom dry van body with the following: • One (1) 32" wide x 80" high sedan door with fixed window • FRP front wall • Aluminum .040 walls. • 1-1/8" Aluminum I-Beam on 16" centers. • Aluminum roof • 1-1/8" tongue & groove plywood floor. • 12" deep by full body width steel treadplate rear bumper, painted black. • LED clearance, stop, turn, tail lights, and back up lights.
2.02	1	32" wide aluminum sedan door installed above floor with window. Two (2) nylon door straps and an aluminum drip rail.
2.03	2	Exterior heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed at entry door. NOTE: Locate: (1) Side entry door (1) Rear door
2.04	1	Interior heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed at entry door.
2.05	1	Automatic LED courtesy light at entry door.
2.06	1	Courtesy light defeat switch.
2.07	1	Flip-down aluminum step on rear bumper with Diamondback step surface and stainless-steel rails and bolt on mounts. Step shall have slots in rails for securing step in stow and down position. NOTE: Standard width 30" for single door or 43" for double doors (or custom width) Standard open grating (or option of Solid)
2.08	1	Cast Products LP0004-1-B aluminum license plate mounting frame with LED light.
2.09	1	Entire underside shall be undercoated. Includes floor extrusions, step wells and aluminum compartments.

Item	Qty	
3.00		<u>PAINT:</u>
3.01		Body base color shall be white.
4.00		<u>INDEPENDENCE ONYX INTERIOR:</u> • Wall Covering: #66 Silver Smooth FRP • Ceiling Fabric: Silver Mist • Floor Covering: #150 Onyx PVC Flooring • Office Chairs: Black • Vinyl Coverings: #WH1-2140 Whisper Black • Cabinets: #EBT-2-2002 Black Powder Coated Aluminum • Counters and Tables: #4880-38 Carbon Mesh Laminate Note: Manufacturer reserves the right to substitute equivalent materials.
5.00		<u>DRIVER / PASSENGER CAB AREA:</u>
5.01	1	Custom fabricated console in cab, for locating siren controller, police radio and/or other controls as specified elsewhere in this document.
5.02		Cab Area Additions: • Vehicle height sign on dash. • Vehicle shall have a Final Stage Vehicle Certification and Altered Vehicle Certification as required by Federal Motor Vehicle Safety Standards (FMVSS) 49 CFR Part 567.5 and 567.7 • Payload sticker in cab area with vehicle axle load ratings and available axle payload as built.
5.03	1	Color back up camera system with 7" LCD monitor and day/night camera.
6.00		<u>WALLS, CEILING AND FLOOR:</u>
6.01		Install wood furring strips on interior body side posts and roof supports to provide space for the installation of insulation, conduit and electrical boxes.
6.02		Insulate walls with a minimum of 2-1/2" of fiberglass insulation. Cover interior body side posts with 1/2" plywood sub wall.
6.03		Cover sub wall with smooth finish Kemlite 0.075" fiberglass reinforced plastic (FRP) lining. Wall covering shall be a continuous piece front to back, no seams acceptable.
6.04		Insulate ceiling with a minimum of 2-1/2" of fiberglass. Cover interior roof supports with 1/2" plywood.
6.05		Cover sub ceiling with Veelok 17-oz. ribbed loop pile fabric.
6.06		Floor underlayment to be 5/8" exterior grade tongue and groove structural plywood, 6 ply, face veneer plugged and sanded.
6.07		Lonseal Loncoin II Flecks non-skid commercial grade PVC flooring. The flooring shall be continuous, one piece full length, full width, no seams.
6.08		Vinyl cove molding (mop board) at base of wall, 2-1/2" high. Installed where required.
6.09	1	Flush pocket door installed on heavy-duty aluminum c-channel track with two (2) three-wheel roller trucks and soft open/close feature. Pocket door shall have recessed handle and magnetic closure to keep the door open/closed.
6.10		All bulkheads shall be covered with Kemlite 0.075" FRP. Trim exposed edges of bulkheads with rounded anodized aluminum trim where applicable.

Item	Qty	
6.11	2	Cover load space door with powder coated aluminum panel with heavy-duty rubber grab handle. NOTE: Interior window covering will be a mini blind.
7.00		<u>GALLEY / LAVATORY:</u>
7.01	1	Norcold NR751B AC and DC powered refrigerator with the following features: • 2.7 cu. ft. capacity. • Freezer shelf for ice cube tray. • Door bin holds 2-liter containers. • Integrated door latch. • 120/230Vac 50/60 Hz and 12/24 Vdc
8.00		<u>SEATING:</u>
8.01	2	HON Volt pneumatic task chair with five-star caster spider base, adjustable height and no armrests.
8.02	2	Securement strap with buckle installed under counter to secure office chair.
8.03		Fabricate and install fixed bench seating with removable cushions as shown on drawing. Bench seat cushions shall be covered in heavy-duty vinyl.
8.04		<u>BENCH SEAT REQUIREMENTS:</u> • Foam for seat backs and bottoms shall be firm density. • All bench seating material must meet Federal Motor Vehicle Safety Standards part 571.302 Flammability of Interior Materials. • Material corners shall be squared or angled to fit precise cut of foam. • Foam shall be bonded to plywood backer with industrial grade adhesive. • Attachment of fabric/vinyl to backer shall utilize industrial grade upholstery staples.
9.00		<u>CABINETS:</u>
9.01		Custom fabricated aluminum cabinets located as shown on drawing. Cabinet specifications: • Base cabinets constructed of 0.080" powder coated aluminum with anodized aluminum frames. • Base cabinet doors are double shell, formed from a single sheet of 0.080" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinets constructed of 0.064" powder coated aluminum with anodized aluminum frames. • Overhead cabinet doors are double shell, formed from a single sheet of 0.064" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinet doors swing up with gas spring lift supports.
9.02		Radius edging incorporated as design permits.
9.03	7	Dry erase writing surface on overhead cabinet door.
9.04	5	LED light with on/off switch, mounted under overhead cabinet.
9.05	8	Key lock on drawer.
9.06	1	Magnetic dry erase board framed in aluminum. Includes aluminum clip frame for easy board replacement, sized as required. NOTE: Locate curb side rear wall

Item	Qty	
9.07	1	FRP shelf up to 24" wide with 2" lip at front edge. NOTE: Locate in curb side storage cabinet. Fixed
9.08	2	Shelf up to 36" wide with lip at front edge. NOTE: Locate in curb side two door base cabinet
9.09	2	Custom powder coated .125 aluminum shelf
9.10		Countertops shall be covered in 0.040" Wilsonart laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.
9.11		Removable table covered in 0.040" Wilsonart laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.
9.12		Laminate communication equipment shelf with heavy duty flexible PVC T-molding edge mounted above countertop.
9.13	1	120/240Vac Control Center, 12Vdc power panels, master disconnect switch and auto resetting breakers shall be located in cabinet as shown on drawing.
10.00		<u>HVAC SYSTEM:</u>
10.01	1	Fan-tastic Vent model 1450 3-speed reversible 12" power roof ventilator.
10.02	2	Ducted low profile rooftop air conditioner with wall mounted thermostat. Includes: • 13,500 nominal Btu/hr air conditioner with condensate pump. • Chill Grille Assembly with 6,000 Btu/hr heat strip • Louvered Ceiling Vents, as required
11.00		<u>AC ELECTRICAL SYSTEM:</u>
11.01	1	Onan Commercial QG EFI 7000 7kW 120 volt AC generator HGJAD-2139 mounted in custom fabricated all aluminum compartment. Product features: • Sound rating at 10 ft (3 m) full load: 70 dB(A) • Cummins Onan OHV engine • Overspeed/underspeed protection • Fuel consumption is as follows: 50% load = 0.73 GPH, full load = 1.22 GPH Compartment shall be constructed to the following specifications: • Compartment shall be constructed from 0.187" aluminum with all welded seams. • Compartment shall have 0.125" aluminum 2" box pan door and 0.125" aluminum frame. • Door frame shall be riveted to the body and welded to the compartment. • Door shall have stainless steel hinge attached to the door and door frame with stainless machine screws. • Door shall be sealed with industrial grade neoprene gasket. NOTE: Generator exhaust shall be routed to the street side of the vehicle.
11.02	1	ACData surge suppressor for protection of entire AC power system. Product features: • UL listed: UL1449 3rd Edition • LED visual verification of status

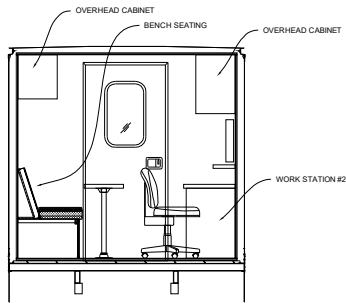
Item	Qty	
11.03	1	120/240Vac electrical control panel with the following features: • 60A generator and 30A shore power main breakers • Six (6) AC UL listed magnetic/hydraulic branch circuit breakers with LED indicators • Digital AC voltmeter • Generator stop/start switch, generator hour meter • Shore power reverse polarity indicator
11.04		120Vac auxiliary control panels as required with UL listed magnetic/hydraulic circuit breakers and LED indicators.
11.05	1	Marinco 30A-125Vac waterproof shore power inlet, 50-ft. 30A-125Vac shore power cord, 6-ft. 30A-125Vac pigtail.
11.06	1	Marinco 30A-125Vac female, locking, to 15A-125Vac male, straight blade, pigtail adapter.
11.07	3	20A-125Vac duplex receptacle with dual USB charging ports [one (1) Type A and one (1) Type C]. Receptacle is not dedicated to any installed equipment. NOTE: Locate: (1) Workstation #1 (1) Workstation #2 (1) Center of street side long countertop
11.08	5	20A-125Vac duplex receptacle. Receptacle is not dedicated to any installed equipment. NOTE: Locate: (1) Far left of street side long countertop (1) Far right of street side long countertop (1) Above countertop at curb side two door base cabinet One at each side of bench seat base [Qty 2]
11.09	2	20A-125Vac exterior GFCI duplex receptacle. NOTE: Receptacle will be installed with a weatherproof cover. Locate: (1) Street side near rear corner (1) Curb side near rear corner
11.10	1	<u>120/240VAC WIRING REQUIREMENTS:</u> • All 120/240Vac main wiring shall be stranded THHN wire and run in non-metallic Carlon Carflex liquid tight conduit. . • All 120/240Vac branch circuit wiring shall be boat cable (AWG 12 minimum). • All electrical circuits and appliances shall conform to applicable national electrical codes.
12.00		<u>DC ELECTRICAL SYSTEM:</u>
12.01	1	80 amp electronic converter/charger. Product features: • Charges up to three banks of batteries at the same time. • UL listed for safety. • Manual reset circuit breaker. • Reverse battery protection. • Electronic current limiting. • High voltage protection.

Item	Qty	
12.02	2	6V Deep Cycle Glass Mat Batteries mounted in the interior.
12.03	1	Battery combiner automatically combines the battery banks during charging and isolates when no charging sensed on either bank. A three position control switch allows an operator to manually combine or separate batteries, to jump start engine or troubleshoot a failure.
12.04	1	12Vdc control panel with seven (7) UL listed magnetic/hydraulic circuit breakers with red LED indicators and 12Vdc digital voltmeter.
12.05	1	Dual Auxiliary Battery Disconnect System. Enables auxiliary battery disconnect to be activated from cab or load space area.
12.06	12	Light, Orion 6" LED, neutral white with polished bezel and voltage regulation.
12.07	4	Whelen M9LZC Gradient LED Scene Light with chrome flange.
12.08		<u>12VDC WIRING REQUIREMENTS:</u> • 2-gauge minimum copper stranded battery cable shall be used for 12Vdc main supply lines. All cable runs shall be full length, no splices. All cable terminals shall be staked and soldered. All cable shall be enclosed in convoluted polyethylene tubing and the ends of the cable shall be sealed with color-coded shrink-wrap identifying the function of the cable. • All added electrical branch circuits shall be protected from over-current by resettable circuit breakers appropriately rated for the load. Only circuit breakers shall be used in the installation of added electrical branch circuit wiring (plug type fuses are unacceptable). • Circuit breaker functions shall be identified by engraved or printed labels. • All added wiring for load runs of AWG 10, 12, 14, and 18, shall conform to MIL-W-16878/2 and/or UL1007/1569" • All added wiring for load runs of AWG 8, shall conform to MIL-W-16878/3 and/or UL1028 • Wire terminals for added circuits must conform to MIL-T-7928. Terminals shall be insulated, insulation grip, TYPE II, CLASS 2 and shall be crimped with tooling recommended by the terminal manufacturer. • All wiring shall be numbered or lettered on 6" centers minimum. • Wiring shall be protected from chafing and abrasion with convoluted polyethylene tubing (wire loom) as required. • Where wire passes through sheet metal, bulkheads and structural supports, plastic grommets shall be used to protect both wiring and wire looms. • All wire bundles shall be tied with trimmed nylon ties. • Extreme care shall be exercised to provide for easy serviceability of the system in future years. • Extreme care must be taken in the installation to avoid the engine manifold, engine exhaust, and muffler, which could expose the wiring to severe overheating during long periods of operation. Proper insulation and heat deflection panels must be installed in such areas. • A high-current 12Vdc system wiring schematic shall be provided. • These are the minimum acceptable 12Vdc wiring requirements.
13.00		<u>EMERGENCY LIGHTING / SIRENS:</u>
13.01	1	Whelen 295SLSA6 siren with 9 low current lighting control switches. California Title 13 compliant. NOTE: Slide Bar Positions Control: 1. Rear (Upper and Lower)

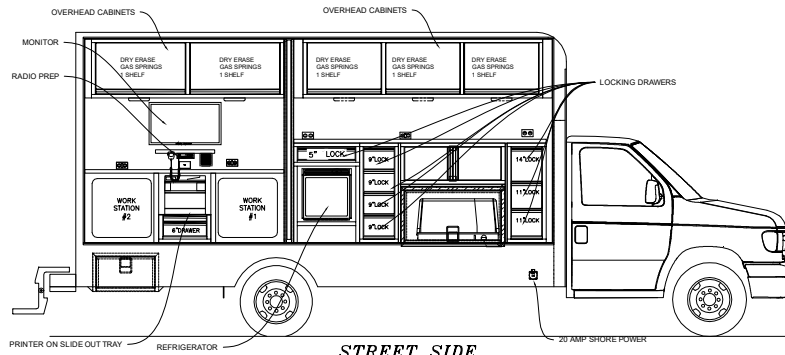
Item	Qty	
		2. Rear (Upper and Lower), All Upper, Front Wall or "Light bar" 3. All
13.02	1	Whelen SA315P high performance speaker.
13.03	1	Whelen TLIR ION-T- Series™ Linear Super-LED® Red with clear outer lens & TIONFC chrome flange. NOTE: Grill - Steady Burn
13.04	1	Whelen TLIB ION-T- Series™ Linear Super-LED® Blue with clear outer lens & TIONFC chrome flange. NOTE: Grill
13.05	4	Whelen M9 series, M9RC, Linear Super-LED lighthead with internal flasher, RED LED's with CLEAR outer lens. Includes chrome flange.
13.06	4	Whelen M9 series, M9BC, Linear Super-LED lighthead with internal flasher, BLUE LED's with CLEAR outer lens. Includes chrome flange.
14.00		<u>AUDIO / VIDEO:</u>
14.01	1	Samsung 32" QLED TV QN32Q60AAFXZA with wall mount bracket. Product features: • Resolution 4K • (3) HDMI, (2) USB • (2) Speakers • DTV Tuner/ATSC / Clear QAM • Dimensions: 28.5"(W) x 16.8"(H) x 1.2"(D) Weight 11.7lbs NOTE: Locate between workstations #1 and #2
14.02	1	HDMI input jack, wall plate and cable. NOTE: Local to TV Locate between workstations #1 and #2
15.00		<u>RADIOS:</u>
15.01		Primary 12Vdc power leads for communications radios shall be minimum 2-gauge copper stranded wire with soldered crimp-on end connectors (gauge based on radio requirements). Cables shall be enclosed in convoluted tubing and function identified with colored shrink-wrap. Power to radios shall be controlled by a continuous-duty switch actuated by the auxiliary battery disconnect switch.
15.02	1	Prewire and make installation provisions for dual head communications radio. Installation includes: • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to radio transceiver location in Carlon Carflex ENT conduit. • 12Vdc power routed to radio transceiver location. NOTE: Locate: (1) Cab (1) Between workstations #1 and #2

Item	Qty	
15.03		Install hinged panels under countertops to conceal radio transceivers where applicable.
15.04	2	Magnetic microphone holder. Magnetic Mic MMSU-1.
16.00		<u>COMPUTER NETWORK AND EQUIPMENT:</u>
16.01	1	HP Officejet Pro 9015e All-in-One Printer Product features: • Black/white or color print, copy, scan, and fax capable • 1 USB 2.0; 1 Host USB; 1 Ethernet; 1 Wireless 802.11b/g/n; 2 RJ-11 modem ports • Dimensions (W X D X H) 17.28 x 13.46 x 10.94 in; 20.43 Lbs.
17.00		<u>EXTERIOR STORAGE COMPARTMENTS:</u>
17.01	1	Single door underbody storage compartment with approximate interior dimensions 15" high x up to 24" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: Street side
17.02	1	Single door underbody storage compartment with approximate interior dimensions 15" high x up to 32" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: Curb side
17.03		Compartments listed above will be constructed to the following specifications: • Sweep out type bottoms with 1/2" drain holes. • 2" box pan doors and door frames fabricated from 0.125" aluminum. • Door frames shall be riveted to the body and welded to the compartments. • Compartments shall have an LED light that illuminates when the door is opened. Compartment doors will be constructed to the following specifications: • Stainless steel hinges attached with stainless machine screws. • Slam latches and flush mounted handles. • 0.100" bright polished aluminum diamond plate on interior surfaces fastened with stainless hardware. • All doors shall be sealed with industrial grade neoprene gasket.
18.00		<u>MISCELLANEOUS OTHER:</u>
18.01	2	5 pound dry chemical fire extinguisher.
18.02	2	Battery powered combination Carbon Monoxide and Smoke alarm.
18.03	1	Complete manual set, including the following (as applicable): • As-built specifications with interior and exterior drawings as used for production of the vehicle. • Chassis and body owner's manuals. • 12Vdc and 120Vac legends showing wire gauge, color, number and function. • 12Vdc high current wiring diagram illustrating the battery system, isolators, power converters, alternator, disconnect switches and control panels. • Roof top antenna placement drawing and legend identifying antenna placements and termination points. • Audio/Video cabling diagram. • Chassis and generator maintenance and service logs. • Battery maintenance information. • All individual component manuals and warranty registration cards as provided by component

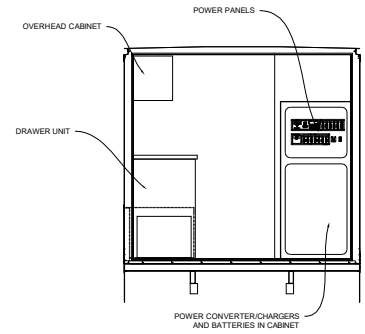
Item	Qty	
		manufacturers. Customer is responsible for completing warranty cards and mailing them to manufacturers.
18.04	1	TRAINING. An LDV representative will provide up to four (4) hours of orientation on LDV provided systems, as applicable: • Generator start up and shut down procedure • AC and DC electrical systems operation • HVAC systems operation • Audio/Video system operation, does not include programming DVR's, TV's, etc.
18.05		LDV warranty of one (1) year/12,000 miles, whichever comes first, for manufacturer's defects in materials and workmanship. Refer to LDV warranty statement for details of warranty coverage.
18.06		Note: Project scope does not include certain tasks or costs that are the responsibility of the customer unless clearly specified as LDV supplied. These items include, but are not limited to: • Radio and telephone system programming. • Activation and service fees for cellular telephones, satellite telephones, satellite TV, satellite internet access. • Loading and configuring computer software. In the event of a discrepancy between the drawing and specification, the specification will supersede. LDV reserves the right to make substitutions of equal quality and specifications of those listed in this document. Some component models change frequently. In the event that a specified component model becomes unavailable at the time LDV attempts to source it, LDV will provide a replacement model with equivalent or better features, as agreed upon with the customer.



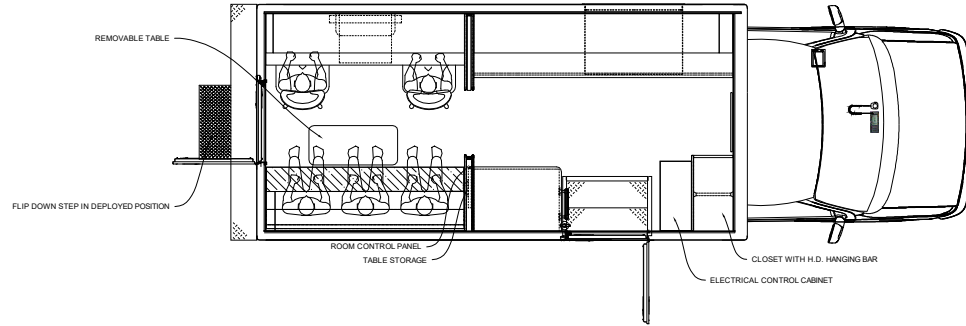
REAR



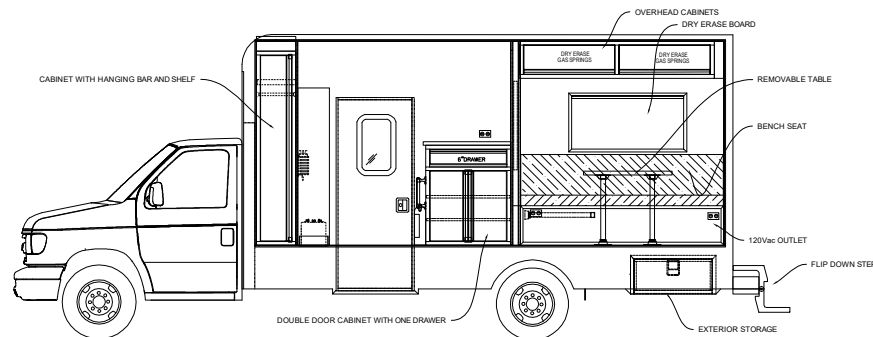
STREET SIDE



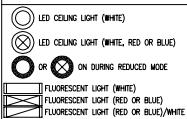
FRONT



PLAN



CURB SIDE



120 VAC
120 VAC WITH DUAL USB PORTS
120 VAC G.F.I.
WATERPROOF
12 VDC
SPARE PLATE
RJ-45 NETWORK JACK
RJ-11 TELEPHONE JACK
TV ANTENNA

HDMI PORT
VGA PORT
RJ45 JACK
RJ45 JACK
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RJ45 JACK

TPD INTERIOR INTEL-I-TOUCH PAD
TPS EXTERIOR INTEL-I-TOUCH PAD
SURVEILLANCE CAMERA
EXTERIOR 120 VAC G.F.I.
AC THERMOSTAT
ESPAS FURNACE THERMOSTAT

ALARM SYSTEM CONTROL
WATER/WASTE TANK LEVEL MONITOR
CO/SMOKE DETECTOR
SPEAKER
BACK-UP CAMERA
PERIMETER CAMERA

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LDV
Porterville PD (CA)
C26LAB-35956-23
DATE 4-18-24
BY JPS
APPD
SALES



CITY COUNCIL AGENDA – SEPTEMBER 5, 2023

SUBJECT: Authorization for Purchase of Police Department Vehicles and Equipment

SOURCE: Police

COMMENT: Each year, the Police Department finds it necessary to purchase vehicles to replace aging vehicles in its fleet. As always, a careful evaluation is made of each particular vehicle to determine the actual need for replacement. In light of the commitment to strong budget fiscal management, this part of the Department's vehicle replacement process is even more critical to ensure that a vehicle is not replaced only because it is scheduled to be replaced.

Many factors are considered in this process, such as the age of the vehicle, mileage, maintenance costs, etc. A primary consideration is given to the safety of each vehicle, due to the high-risk driving required at times. In addition, the evaluation includes examining the assignment of vehicles to determine if the reassignment of vehicles can increase overall efficiency.

The Department has recently completed this evaluation and determined that six vehicles need to be replaced. Due to strong fiscal management and strategic contributions to our vehicle depreciation plan, the monies for the replacement vehicles have already been accumulated in the Equipment Replacement Fund or are allocated in approved Department budgets.

Four of these vehicles will be for sworn patrol personnel positions. There are currently four 2019 Dodge Chargers in the Department fleet assigned to administrative personnel. These vehicles will require minimal additional upfit with equipment and will be assigned to the Patrol Division. In addition, one of the vehicles is for the newly allocated Assistant Chief's position. In total, the Department will purchase five Chevrolet Tahoes for administrative staff and will maintain uniformity at that level.

As part of this evaluation process, staff recommends re-purposing Unit #3333, which is an enclosed Ford Van assigned to the Property, Evidence, and Crime Scene Unit, to be utilized for critical incident responses and crisis negotiation equipment. This will allow consolidation of critical emergency equipment in a secure location and improve response times. With that reassignment, the Department will then replace Unit #3267, a 2008 Ford F-150 with a vehicle conducive to the field operations of the Property, Evidence, and Crime Scene Unit. This vehicle is in the research process and is estimated to cost approximately \$150,000, but will meet the needs of the Department well into the future.

Staff is requesting that the City Council authorize staff to negotiate for the purchase of the five standardized vehicles (Chevrolet Tahoes) up to a total cost not to exceed \$425,000, which is based on Manufacturer's Suggested Retail Price plus tax, license, and applicable fees, to include the upfit of necessary emergency equipment including lights, sirens, radios, and other tools required to place the vehicles into service. The vehicles will be negotiated either separately or as a unit through a process requesting quotes from not less than three vendors. Due to the unique purchasing parameters requested, staff is further requesting a ten percent (10%) contingency for the total purchase of the vehicles based on the current economic market in regards to new and used vehicles.

While National Auto Fleet Group is contracting with Cook's Communications for vehicle upfits, who also has been upfitting the Department's past vehicles, it should be noted that Cook's Communications also holds negotiated contracts with Fresno County (#A-21-374) and Cook's Communication's is providing the up fit under this contract.

Summary of re-purposed/replaced / new additional vehicles:

Five Unmarked Police Vehicles – Chevrolet Tahoes – \$425,000. (Government pricing).

One Marked Police Evidence Crime Scene Vehicle –To Be Determined - Property, Evidence, and Crime Scene Unit – approx. \$150,000

Four Conversion of Unmarked Police Vehicles – Dodge Chargers – Patrol Operations – approx. \$17,397.12.

The Department is also requesting to purchase six police vehicle radios for each of these new vehicles. The police vehicle radios are to be purchased through its sole provider, J's Communications. The Department radios are all Motorola and Motorola Solutions requires agencies to go through the area provider for purchase. J's Communications is the area provider and provides all of the Department's vehicles and handheld radios, and additionally has a current County of Los Angeles contract. A quote for six police vehicle radios is attached. The total costs for these police vehicle radios are:

Six Police Vehicle Radios - \$33,970.01.

With these vehicle purchases, a total of six Dell laptop Mobile Data Terminals (MDT's) and associated equipment and software will need to be purchased. The MDT's allow personnel to conduct necessary inquiries in the field, as well as keep themselves and others updated on current incidents in progress and allow the transmission of required information between field units and the Communications Center. These MDT's are to be purchased from the City vendor for Dell computers. A quote with the associated cost for six MDT's is attached:

Six Dell Latitude 7220 Rugged and related hardware/software \$15,535.38.

The upfit of all new and retrofitted vehicles will be performed by Cooks Communications, which holds a State contract (#A-21-374). The total cost for the purchase and outfitting of six police vehicles (which includes the upfit of the Dodge Chargers) is approximately \$650,000. The replacement vehicles and related equipment will be funded through the Equipment Replacement Fund.

The addition of the new vehicle and related equipment to be assigned to the Assistant Chief will be funded by Measure I Fund.

RECOMMENDATION:

That the City Council;

1. Authorize staff to negotiate for the purchase of five standardized vehicles up to a total cost not to exceed \$425,000, which is based on the Manufacturer's Suggested Retail Price plus tax, license, and applicable fees, as well as upfit of emergency equipment. Due to the unique purchasing parameters requested, staff is further requesting a ten percent (10%) contingency for the total purchase;
2. Authorize Department staff to negotiate the purchase of one Property, Evidence, and Crime Scene vehicle up to a total cost not to exceed \$150,000, which is based on the Retail Price plus tax, license, and applicable fees;
3. Authorize Department staff to negotiate the retro upfit of four Administration Dodge Chargers to patrol suited vehicles;
4. Authorize Department staff to negotiate the purchase of six APX 6500 unit radios from J's Communications;
5. Authorize Department staff to negotiate the purchase of six Dell Latitude 7220 laptop MDT's from Dell; and
6. Authorize payment to respective vendors upon receipt of listed equipment.

ATTACHMENTS:

1. Cook's Communications Estimate: Administration Vehicle to Patrol 1
2. Cook's Communications Estimate: Administration Vehicle to Patrol 2
3. Cook's Communications Estimate: Administration Vehicle to Patrol 3
4. Cook's Communications Estimate: Administration Vehicle to Patrol 4
5. Cook's Communications Estimate - Chevrolet Tahoe Administration 1
6. Cook's Communications Estimate - Chevrolet Tahoe Administration 2
7. Cook's Communications Estimate - Chevrolet Tahoe Administration 3
8. Cook's Communications Estimate - Chevrolet Tahoe Administration 4
9. Cook's Communications Estimate - Chevrolet Tahoe

- Administration 5
10. Dell Quote
 11. Motorola Solutions Quote

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Consideration to Purchase Handguns

SOURCE: Police

COMMENT: The primary sidearm of the Porterville Police Department has been the Glock, .40 caliber handgun. This model handgun has proven durable and reliable throughout its service with the department. These handguns are critical pieces of basic safety equipment for law enforcement personnel and are necessary for the protection of the officers and the community. The current Glock handguns purchased by the Department were acquired in 2016. Due to wear and tear, our current handguns are nearing the end of their service lives. Additionally, caliber debates have existed in law enforcement for decades. What is clear, however, is that the 9mm cartridge is more abundant, less expensive, and easier to train with than any other. The 9mm cartridge is the pistol caliber choice for today's law enforcement.

In a study conducted by the FBI, 9mm Luger offers select projectiles that outperform most of the premium line .40 S&W and .45 Auto projectiles. Additionally, the 9mm Luger offers higher magazine capacities, less recoil, lower cost (both in ammunition and wear on the weapons), and higher functional reliability rates. The majority of the FBI shooters in the study were both faster in shot strings fired and more accurate with shooting a 9mm Luger vs shooting a .40 S&W (similar-sized weapons). It has been determined that the 9mm is factually superior in multiple areas, having less felt recoil (which allows faster, more accurate hits), the magazines holding more rounds, the 9mm ammunition is significantly less expensive, and the modern defensive 9mm has similar ballistic performance of the .40 caliber.

Each Glock handgun purchased and issued by the department currently comes equipped with tritium night sights; however, with the advancement of technology, Red Dot Sight Optics (RDS) have become the industry standard. During multiple range sessions, Porterville Police Officers test-fired multiple handguns, including Glock models 17, 19, 43x, 48, and 45, all in 9mm caliber, and using both iron sights and red dot sights (RDS). Over 90 percent of the officers that test-fired the aforementioned handguns preferred the Glock Model 45. Approximately 80 percent of the officers shot faster and with higher accuracy using the red dot sights, with 20 percent preferring the iron sights simply due to having difficulty understanding how the RDS works in terms of aiming. The department's Range Master has purchased a Glock model 45 with multiple RDS systems and has tested them. For law enforcement duties, he prefers the Steiner MPS Red Dot Sight Optic System for multiple reasons, including durability, easier acquisition of the red dot, and having the emitter better protected (the diode that emits the red dot light is enclosed).

Additionally, in meetings with the Tulare-Kings Counties Police Academy

Advisory Board, it has been discussed that due to the industry standard being RDS Optics, the academy has acquired RDS and now trains with it. It has been determined that the RDS increases accuracy, which lowers liability.

The recommendation is to transition from the current handgun platform (Glock 22/23 .40cal) to the Glock model 45 in 9mm caliber with the Steiner MPS Red Dot Sight Optic. These guns will accept our current gun light. Staff has received the estimate from PROFORCE for the new equipment, which includes the firearm, the RDS, and new holsters. This estimate also accompanies the trade-in of our current Glocks. PROFORCE is our current vendor for firearms for the City of Porterville and, as previously mentioned, has agreed to allow for the trade-in of our current handguns (70) Glock Model 22's and (6) Glock Model 23's (all of which were purchased from PROFORCE in 2016).

<u>Vendor</u>	<u>Purchase Price</u> <u>(90 Handguns)</u>	<u>Trade-In Value</u> <u>(76 Handguns)</u>	<u>Cost to</u> <u>City</u>
PROFORCE Law Enforcement	\$92,008.60	\$17,480.00	\$74,528.60

Funds are available in the Police Department's current operating budget.

RECOMMENDATION: That the City Council:

1. Authorize department staff to negotiate the purchase of (90) Glock, Model 45, 9mm caliber handguns from PROFORCE Law Enforcement; and
2. Authorize payment upon receipt of handguns.

ATTACHMENTS:

1. ProForce Quote
2. ProForce Trade Quote
3. FBI - 9mm Report

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager

PROFORCE LAW ENFORCEMENT

2825 Stearnman Drive, Ste A, Prescott, AZ 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

O R D E R

Q U O T E

QUOTE# PAGE

686938 1

SHIP DATE

A.S.A.P.

SOLD
TO

CITY OF PORTERVILLE
PURCHASING DIVISION
350 N. D STREET
PORTERVILLE CA 93257

SHIP
TO

PORTERVILLE POLICE DEPARTMENT
350 N D ST
PORTERVILLE CA 93257

559-784-4569

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	04/25/24	001128	A	GREGG MCCLUNG	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
90	PA455S202MOS GLK LE 45 9MM PST FS 17RD MOS FSS 3 MAGS	429.00	EA .00	38,610.00
90	NON-STOCK 6354RDS0-2832-131-MS19 SFL HSLTR	100.98	EA .00	9,088.20
90	6004-22-2 SFL QLS22 RECEIVER PLATE BLK	12.03	EA .00	1,082.70
90	8700-MPS STN MPS MICR PST SGT 3.3MOA BLK	393.75	EA .00	35,437.50
1	XFET THIS ITEM FET OUT	.00	EA .00	.00
IMPORTANT: To order from this quotation, please sign below.				
Printed Name: _____				
- Date: _____ P.O.: _____				
- Signature: _____				

COMMENT for jesus gallardo by ryan TERMS DUE NET 30 DAYS	SALES AMOUNT	84,218.40
	9.250% SALES TAX	7,790.20
	SUB TOTAL	92,008.60



2825 Stearnman Drive, Ste A, Prescott, AZ 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

O R D E R

Q U O T E

QUOTE#	PAGE
641141	1
SHIP DATE	
A.S.A.P.	

SOLD
TO

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350 N. D STREET
PORTERVILLE CA 93257

SHIP
TO

PORTERVILLE POLICE DEPARTMENT
350 N D ST
PORTERVILLE CA 93257

559-784-4569

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	04/25/24	001128	A	GREGG MCCLUNG	FX G-FOB ORIGIN	Ppd

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
76	TRADES-CA CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED 70 - G22 purchased from us in 2016. PG22507 GLK M22 G4 40SW PST GNS 3MAGS have the majority of the boxes and the weapons are in good condition, No dept markings 6 - G23 purchased from us in 2016. PG23507 GLK M23 G4 40SW PST GNS 3MAGS have the majority of the boxes and the weapons are in good condition. No dept markings -5.00 for any missing mags OFFICER BUYBACK PRICE 287.50 PLUS TAX/SHIPPING This quote is valid for 45 days from date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing. Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary. Standard manufacturer's warranty applies to all department	230.00-	EA .00	17,480.00CR

COMMENT

TERMS

PROFORCE LAW ENFORCEMENT

2825 Stearnman Drive, Ste A, Prescott, AZ 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

O R D E R

Q U O T E

QUOTE# PAGE

641141 2

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559-784-4569

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	04/25/24	001128	A	GREGG MCCLUNG	FX G-FOB ORIGIN	Ppd

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
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ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors.

ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to ryan.schreiber@proforceonline.com. For orders over \$5,000, a PO or signed quote is required to process the order.

Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items
IMPORTANT: To order from this quotation, please sign below.

Printed Name: _____

-
Date: _____ P.O.: _____

-
Signature: _____

****PLEASE NOTE: WHEN SHIPPING TRADE GUNS, PLEASE SUPPLY A LETTER STATING THAT THE GUNS HAVE BEEN INSPECTED BY AN ARMORER AND THAT THEY ARE SAFE AND FUNCTIONAL. ALL CONFISCATED WEAPONS MUST BE CLEARED BY AN NCIC CHECK AND**

COMMENT

TERMS

PROFORCE
LAW ENFORCEMENT

2825 Stearman Drive, Ste A, Prescott, AZ 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

O R D E R**Q U O T E****QUOTE#**

641141

PAGE

3

SHIP DATE

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350 N D ST
PORTERVILLE CA 93257

559-784-4569

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	04/25/24	001128	A	GREGG MCCLUNG	FX G-FOB ORIGIN	Ppd
QTY. ORDER	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
	STATED ON YOUR PAPERWORK PRIOR TO SHIPPING TO PROFORCE. NO SATURDAY DELIVERIES. AN ADULT SIGNATURE IS REQUIRED.**					
	PLEASE EMAIL THE COMPLETED TRADE WEAPONS FORM IN EXCEL FORMAT PRIOR TO SHIPPING THE TRADES TO PROFORCE LAW ENFORCEMENT.					
	NOTE: PROFORCE LAW ENFORCEMENT DOES NOT ACCEPT CLASS III WEAPONS TRADES. PLEASE DO NOT SHIP ANY CLASS III WEAPONS TO PROFORCE REGARDLESS OF THE CIRCUMSTANCES.					
	IMPORTANT: TRADE GUNS ARE TO BE DELIVERED AT THE DEPARTMENT'S EXPENSE WITHIN 45 DAYS OF ACCEPTANCE OF NEW PRODUCT. DELIVERY ADDRESS TO BE PROVIDED BY PROFORCE INSIDE SALES REPRESENTATIVE. PLEASE CONFIRM ADDRESS BEFORE SHIPPING TRADES.					
	COMMENT FOR JESUS GALLARDO BY RYAN S TERMS DUE NET 30 DAYS			SALES AMOUNT 9.250%		17,480.00CR

Executive Summary of Justification for Law Enforcement Partners

- Caliber debates have existed in law enforcement for decades
- Most of what is "common knowledge" with ammunition and its effects on the human target are rooted in myth and folklore
- Projectiles are what ultimately wound our adversaries and the projectile needs to be the basis for the discussion on what "caliber" is best
- In all the major law enforcement calibers there exist projectiles which have a high likelihood of failing LEO's in a shooting incident and there are projectiles which have a high incident likelihood of succeeding for LEO's in a shooting incident
- Handgun stopping power is simply a myth
- The single most important factor in effectively wounding a human target is to have penetration to a scientifically valid depth (FBI uses 12" – 18")
- LEO's miss between 70 – 80 percent of the shots fired during a shooting incident
- Contemporary projectiles (since 2007) have dramatically increased the terminal effectiveness of many premium line law enforcement projectiles (emphasis on the 9mm Luger offerings)
- 9mm Luger now offers select projectiles which are, under identical testing conditions, outperforming most of the premium line .40 S&W and .45 Auto projectiles tested by the FBI
- 9mm Luger offers higher magazine capacities, less recoil, lower cost (both in ammunition and wear on the weapons) and higher functional reliability rates (in FBI weapons)
- The majority of FBI shooters are both FASTER in shot strings fired and more ACCURATE with shooting a 9mm Luger vs shooting a .40 S&W (similar sized weapons)
- There is little to no noticeable difference in the wound tracks between premium line law Auto enforcement projectiles from 9mm Luger through the .45 Auto
- Given contemporary bullet construction, LEO's can field (with proper bullet selection) 9mm Lugers with all of the terminal performance potential of any other law enforcement pistol caliber with none of the disadvantages present with the "larger" calibers

Justification for Law Enforcement Partners

Rarely in law enforcement does a topic stir a more passionate debate than the choice of handgun caliber made by a law enforcement organization. Many voice their opinions by repeating the old adage "bigger is better" while others have "heard of this one time" where a smaller caliber failed and a larger caliber "would have performed much better." Some even subscribe to the belief that a caliber exists which will provide a "one shot stop." It has been stated, "Decisions on ammunition selection are particularly difficult because many of the pertinent issues related to handguns and ammunition are firmly rooted in myth and folklore." This still holds as true today as it did when originally stated 20 years ago.

Caliber, when considered alone, brings about a unique set of factors to consider such as magazine capacity for a given weapon size, ammunition availability, felt recoil, weight and cost. What is rarely discussed, but most relevant to the caliber debate is what **projectile** is being considered for use and its terminal performance potential.

One should never debate on a gun make or caliber alone. The projectile is what wounds and ultimately this is where the debate/discussion should focus. In each of the three most common law enforcement handgun calibers (9mm Luger, .40 Smith & Wesson and .45 AUTO) there are projectiles which have a high likelihood of failing law enforcement officers and in each of these three calibers there are projectiles which have a high likelihood of succeeding for law enforcement officers during a shooting incident. The choice of a service projectile must undergo intense scrutiny and scientific evaluation in order to select the best available option.

Understanding Handgun Caliber Terminal Ballistic Realities

Many so-called "studies" have been performed and many analyses of statistical data have been undertaken regarding this issue. Studies simply involving shooting deaths are irrelevant since the goal of law enforcement is to stop a threat during a deadly force encounter as quickly as possible. Whether or not death occurs is of no consequence as long as the threat of death or serious injury to law enforcement personnel and innocent third parties is eliminated.

"The concept of immediate incapacitation is the only goal of any law enforcement shooting and is the underlying rationale for decisions regarding weapons, ammunition, calibers and training."¹

Studies of “stopping power” are irrelevant because no one has ever been able to define how much power, force, or kinetic energy, in and of itself, is required to effectively stop a violent and determined adversary quickly, and even the largest of handgun calibers are not capable of delivering such force. **Handgun stopping power is simply a myth.** Studies of so-called “one shot stops” being used as a tool to define the effectiveness of one handgun cartridge, as opposed to another, are irrelevant due to the inability to account for psychological influences and due to the lack of reporting specific shot placement. In short, extensive studies have been done over the years to “prove” a certain cartridge is better than another by using grossly flawed methodology and or bias as a precursor to manipulating statistics. In order to have a meaningful understanding of handgun terminal ballistics, one must only deal with facts that are not in dispute within the medical community, i.e. medical realities, and those which are also generally accepted within law enforcement, i.e. tactical realities.

Medical Realities

Shots to the Central Nervous System (CNS) at the level of the cervical spine (neck) or above, are the only means to reliably cause immediate incapacitation. In this case, any of the calibers commonly used in law enforcement, regardless of expansion, would suffice for obvious reasons. Other than shots to the CNS, the most reliable means for affecting rapid incapacitation is by placing shots to large vital organs thus causing rapid blood loss. Simply stated, *shot placement* is the most critical component to achieving either method of incapacitation.

Wounding factors between rifle and handgun projectiles differ greatly due to the dramatic differences in velocity, which will be discussed in more detail herein. The wounding factors, in order of importance, are as follows:

A. Penetration:

A projectile must penetrate deeply enough into the body to reach the large vital organs, namely heart, lungs, aorta, vena cava and to a lesser extent liver and spleen, in order to cause rapid blood loss. It has long been established by expert medical professionals, experienced in evaluating gunshot wounds, that this equates to a range of penetration of 12-18 inches, depending on the size of the individual and the angle of the bullet path (e.g., through arm, shoulder, etc.). With modern properly designed, expanding handgun bullets, this objective is realized, albeit more consistently with some law enforcement projectiles than others. ¹ *Handgun Wounding Factors and Effectiveness: Firearms Training Unit, Ballistic Research Facility, 1989.*

B. Permanent Cavity:

The extent to which a projectile expands determines the diameter of the permanent cavity which, simply put, is that tissue which is in direct contact with the projectile and is therefore destroyed. Coupled with the distance of the path of the projectile (penetration), the total permanent cavity is realized. Due to the elastic nature of most human tissue and the low velocity of handgun projectiles relative to rifle projectiles, it has long been established by medical professionals, experienced in evaluating gunshot wounds, that the damage along a wound path visible at autopsy or during surgery cannot be distinguished between the common handgun calibers used in law enforcement. That is to say an operating room surgeon or Medical Examiner cannot distinguish the difference between wounds caused by .35 to .45 caliber projectiles.

C. Temporary Cavity:

The temporary cavity is caused by tissue being stretched away from the permanent cavity. If the temporary cavity is produced rapidly enough in elastic tissues, the tensile strength of the tissue can be exceeded resulting in tearing of the tissue. This effect is seen with very high velocity projectiles such as in rifle calibers, but is not seen with handgun calibers. For the temporary cavity of most handgun projectiles to have an effect on wounding, the velocity of the projectile needs to exceed roughly 2,000 fps. At the lower velocities of handgun rounds, the temporary cavity is not produced with sufficient velocity to have any wounding effect; therefore any difference in temporary cavity noted between handgun calibers is irrelevant. "In order to cause significant injuries to a structure, a pistol bullet must strike that structure directly."²² *DiMaio, V.J.M.: Gunshot Wounds, Elsevier Science Publishing Company, New York, NY, 1987, page 42.*

D. Fragmentation:

Fragmentation can be defined as "projectile pieces or secondary fragments of bone which are impelled outward from the permanent cavity and may sever muscle tissues, blood vessels, etc., apart from the permanent cavity"³.

Fragmentation does not reliably occur in soft tissue handgun wounds due to the low velocities of handgun bullets. When fragmentation does occur, fragments are usually found within one centimeter (.39") of the permanent cavity.⁴ Due to the fact that most modern premium law enforcement ammunition now commonly uses bonded projectiles (copper jacket bonded to lead core), the likelihood of fragmentation is very low. For these reasons, wounding effects secondary to any handgun caliber bullet fragmentation are considered inconsequential. ³ *Fackler,*

M.L., Malinowski, J.A.: *"The Wound Profile: A Visual Method for Quantifying Gunshot Wound Components"*, *Journal of Trauma* 25: 522-529, 1958. ⁴ *Handgun Wounding Factors and Effectiveness: Firearms Training Unit, Ballistic Research Facility, 1989.*

Psychology

Any discussion of stopping armed adversaries with a handgun has to include the psychological state of the adversary. Psychological factors are probably the most important relative to achieving rapid incapacitation from a gunshot wound to the torso.⁵ First and foremost, the psychological effects of being shot can never be counted on to stop an individual from continuing conscious voluntary action.

Those who do stop commonly do so because they *decide* to, not because they *have* to. The effects of pain are often delayed due to survival patterns secondary to "fight or flight" reactions within the body, drug/alcohol influences and in the case of extreme anger or aggression, pain can simply be ignored.

Those subjects who decide to stop immediately after being shot in the torso do so commonly because they know they have been shot and are afraid of injury or death, *regardless of caliber, velocity, or bullet design*. It should also be noted that psychological factors can be a leading cause of incapacitation *failures* and as such, proper shot placement, adequate penetration, and multiple shots on target cannot be over emphasized. ⁵ *Ibid.*

Tactical Realities

Shot placement is paramount and law enforcement officers on average strike an adversary with only 20 – 30 percent of the shots fired during a shooting incident. Given the reality that shot placement is paramount (and difficult to achieve given the myriad of variables present in a deadly force encounter) in obtaining effective incapacitation, the caliber used must maximize the likelihood of hitting vital organs. Typical law enforcement shootings result in only one or two solid torso hits on the adversary. This requires that any projectile which strikes the torso has as high a probability as possible of penetrating deeply enough to disrupt a vital organ.

The Ballistic Research Facility has conducted a test which compares similar sized Glock pistols in both .40 S&W and 9mm calibers, to determine if more accurate and faster hits are achievable with one versus the other. To date, the majority of the study participants have shot more quickly **and** more accurately with 9mm caliber Glock pistols. The 9mm provides struggling shooters the best chance of success while improving the speed and accuracy of the most skilled shooters.

CONCLUSION

While some law enforcement agencies have transitioned to larger calibers from the 9mm Luger in recent years, they do so at the expense of reduced magazine capacity, more felt recoil, and given adequate projectile selection, no discernible increase in terminal performance.

Other law enforcement organizations seem to be making the move back to 9mm Luger taking advantage of the new technologies which are being applied to 9mm Luger projectiles. These organizations are providing their armed personnel the best chance of surviving a deadly force encounter since they can expect faster and more accurate shot strings, higher magazine capacities (similar sized weapons) and all of the terminal performance which can be expected from any law enforcement caliber projectile.

Given the above realities and the fact that numerous ammunition manufacturers now make 9mm Luger service ammunition with outstanding premium line law enforcement projectiles, the move to 9mm Luger can now be viewed as a decided advantage for our armed law enforcement personnel."



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Authorization for Transit Bus Engine Repair

SOURCE: Public Works

COMMENT: Vehicle No. 8175 is an active transit bus that has experienced significant internal engine wear and requires an engine rebuild. This vehicle is powered by a Cummins compressed natural gas (CNG) engine and should be repaired or replaced by a certified Cummins service center. The bus has approximately four (4) years of remaining active service life, and its service is necessary for the transition to electrification of the City's Transit fleet over the next year.

Staff is requesting authorization to utilize E.M. Tharp - American Truck Parts, the nearest Cummins engine service center, to perform the required engine repair at an estimated cost not to exceed \$25,078 (inclusive of all parts, taxes, and labor, including a 10% contingency). Funds are available in the Transit Maintenance Budget.

RECOMMENDATION: That the City Council:

1. Authorize transit bus engine overhaul by E.M. Tharp - American Truck Parts at a cost not to exceed \$25,078 (inclusive of all parts, taxes, and labor, including a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

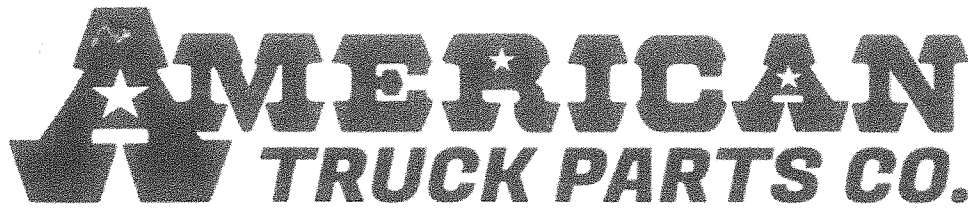
ATTACHMENTS: 1. Estimate 8175

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager



19229 Ave. 152 • Porterville, CA 93257 • Phone: (559)781-2706
www.emtharp.com

*** Customer Review ***

Date / Time: 4/11/2024 1:33:01PM
Repair Order: 218
Customer: 2992
Branch: ATP
Invoice Total: \$ 22,797.67

IBS

Page 1 of 2

Bill To: CITY OF PORTERVILLE
291 NORTH MAIN STREET
PORTERVILLE, CA 93257
Shop: 559 782-7456

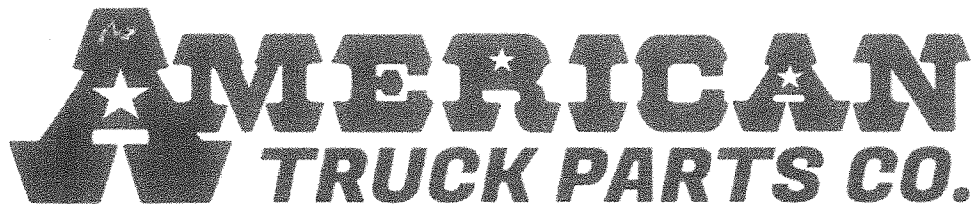
Ship To: CITY OF PORTERVILLE
555 N Prospect St
PORTERVILLE, CA 93257

Customer P/O: Created By Completion Date:
bnoland

Unit Number: 8175 **Model Year: 2010** **Make/Model: Eldorado Bus**
Type:Bus **VIN: 1N9MNALGXAC084183**

Task: 1 02 **Engine Repair** **Department: Service**
Complaint: CUSTOMER REQUEST A INFRAME OVERHAUL

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Ext Price
	HAZ	Hazardous Waste Fee	Misc	1.00	25.00	25.00
	Oil/Grease	Oil	Misc	10.00	21.57	215.70
CUM	3917729	SCREW,HEX FLANGE HEAD CAI	Part	EA	12.00	9.71
CUM	3960043	SCREW,FRACTURE RESISTANT	Part	EA	14.00	7.86
CUM	5449240	PUMP,LUBRICATING OIL	Part	EA	1.00	395.66
PAC	D84-1000-3081803	BELT-POLY 8 RIBS X 1803 ORIOI	Part	EA	1.00	70.99
		HD/PLYSTR				
CUM	5569421RX	HEAD,CYLINDER	Part	EA	1.00	5,695.50
CUM	5569421RX-C	HEAD,CYLINDER-Core	Inherent	1.00	590.63	590.63
PBW	46891	Air Filte	Part	EA	1.00	190.53
CUM	5633625	KIT,OVERHAUL	Part	EA	1.00	3,807.87
CUM	5633319	KIT,UPPER ENGINE GASKET	Part	EA	1.00	1,311.50
PAC	5273379CUM	THERMOSTAT	Part	EA	1.00	74.07
CEM	ELC	SHELL ELC 50/50 RED	Part	EA	12.00	11.99



19229 Ave. 152 • Porterville, CA 93257 • Phone: (559)781-2706
www.emtharp.com

*** Customer Review ***

Date / Time: 4/11/2024 1:33:01PM
Repair Order: 218
Customer: 2992
Branch: ATP
Invoice Total: \$ 22,797.67

IBS

Page 2 of 2

Bill To: CITY OF PORTERVILLE
291 NORTH MAIN STREET
PORTERVILLE, CA 93257
Shop: 559 782-7456

Ship To: CITY OF PORTERVILLE
555 N Prospect St
PORTERVILLE, CA 93257

Customer P/O:

Created By

bnoland

Completion Date:

Payment Method

Billing Service

Totals

Total Parts:	\$11,916.56
Total Core Chg:	\$590.63
Total Core Ret:	\$0.00
Total EHC:	\$0.00
Total Labor:	\$8,525.00
Total Miscellaneous:	\$240.70
Total Shop Supplies:	\$500.00
Invoice Subtotal:	\$21,772.89
Total Tax:	\$1,024.78
Invoiced Total:	\$22,797.67

WARRANTY: E.M. THARP, INC. WARRANTS THAT IT WILL REPLACE OR REPAIR ANY PARTS FOUND TO BE DEFECTIVE WITHIN A PERIOD OF 90 DAYS FROM DATE OF INSTALLATION. THE OBLIGATION UNDER THIS WARRANTY STATUTORY OR OTHERWISE, IS LIMITED TO REPLACEMENT OR REPAIR OF PARTS FOUND TO BE DEFECTIVE UPON INSPECTION AT E.M. THARP, INC SHOP. E.M. THARP, INC. NO EVENT BE LIABLE FOR CONSEQUENTIAL DAMAGES OR CONTINGENT LIABILITIES ARISING OUT OF THE FAILURE OF PARTS TO OPERATE PROPERLY NOR THE COST OF LABOR OR TRANSPORTATION CHARGES IN CONNECTION WITH THE REPLACEMENT OF DEFECTIVE PARTS. NO EXPRESS, IMPLIED OR STATUTORY WARRANTY OTHER THAN HEREIN SET FORTH IS MADE OR AUTHORIZED BY THE MANUFACTURER. A FINANCE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON ALL PAST DUE ACCOUNTS. SHOULD COLLECTION BECOME NECESSARY BY SUIT OR OTHERWISE, THE CUSTOMER SHALL BE LIABLE FOR REASONABLE ATTORNEY FEES AND COSTS OF COLLECTION OR SUIT. JURISDICTION SHALL BE IN FRESNO, KERN OR TULARE COUNTY, CA.

CUSTOMER SIGNATURE: _____



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Authorization to Repair Collision Damage to Transit Vehicle No. 8113

SOURCE: Public Works

COMMENT: On April 18, 2024, a Ford Transit Van (Unit #8113) was involved in a collision, sustaining moderate damage and requiring its removal from service until repairs are completed.

The following three (3) repair estimates were obtained by staff:

Contractor	Total
Porterville Collision	\$7,807.58
Milnich Body Works	\$9,377.83
Golden State Paint & Body	\$8,747.65

Based on the estimates provided, staff is requesting authorization to enter into an agreement with Porterville Collision to repair the damage to Transit Vehicle #8113 for an estimated cost of \$8,589, which includes a ten percent (10%) contingency cost, for damage that is not yet known but may be present upon repair of the vehicle. The cost of repair will be paid by Transit Operating Funds. CalTIP, the City's transit insurance provider, will seek subrogation from the party at fault.

RECOMMENDATION: That the City Council:

1. Authorize the transit vehicle repair by Porterville Collision at a cost not to exceed \$8,589 (inclusive of all parts, taxes, labor, and a ten percent (10%) contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS:

1. Milinich 8113 Estimate
2. PV Collision 8113 Estimate
3. Golden State 8113 Estimate

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager

MILINICH BODY WORKS

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

Workfile ID: 7b66b798
PartsShare: 7VgqPJ
Federal ID: 90-0787680
State EPA: S412
BAR: ARD00279737

Preliminary Estimate**Customer: OF PORTERVILLE, CITY****Job Number:**

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

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
OF PORTERVILLE, CITY

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

Insurance Company:

VEHICLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection BLACK

VIN: 1FBVU4X86LKA46152
License:
State: CA

Interior Color:
Exterior Color: BLACK
Production Date:

Mileage In:
Mileage Out:
Condition: Good

Vehicle Out:

Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors

DECOR

Dual Mirrors
Tinted Glass
Console/Storage
Overhead Console

CONVENIENCE

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

RADIO

AM Radio
FM Radio
Stereo

Search/Seek
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
Positraction
Blind Spot Detection
Lane Departure Warning

SEATS

Cloth Seats
Bucket Seats
15 Passenger Seating

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Signal Integrated Mirrors
California Emissions

TRUCK

Dual Rear Wheels

Preliminary Estimate

Customer: OF PORTERVILLE, CITY

Job Number:

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection BLACK

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	FENDER						
2	**	Repl A/M CAPA LT Fender	CK4Z16006A	1	417.00	1.4	2.0
3		Add for Clear Coat		0	0.00	0.0	0.8
4		Add for Edging		0	0.00	0.0	0.5
5		Add for Clear Coat		0	0.00	0.0	0.1
6		Repl LT Fender liner	BK3Z16102B	1	14.07	Incl.	0.0
7		Repl LT Fender liner retainer clip	W701259S300	3	4.89	0.0	0.0
8		Repl LT Shield	BK3Z16102E	1	25.90	0.2	0.0
9		Repl LT Insulator	BK2Z16K060A	1	44.08	0.0	0.0
10	**	Repl A/M CAPA LT Wheel opng mldg	LK4Z61278L01AA	1	74.00	Incl.	0.0
11		Repl LT Upper molding dual rear wheels	CK4Z16003AB	1	90.47	Incl.	0.0
12		Repl LT Inner fender	LK4Z6102039B	1	220.07 s	8.5	1.2
13		Repl LT Apron assy reinforcement	BK3Z6110009A	1	33.00	0.0	0.4
14		Add for Clear Coat		0	0.00	0.0	0.1
15		Repl LT Front bracket	BK2Z6124386A	1	13.27	0.0	0.4
16		Add for Clear Coat		0	0.00	0.0	0.1
17	FRONT BUMPER & GRILLE						
18	**	Repl A/M CAPA Lower cover carbon black w/frt prk snsrs	LK4Z17757DA	1	350.00	0.7	0.0
19		Add for park sensor		0	0.00 m	0.4	0.0
20		Repl LT Mount bracket	LK4Z17C947B	1	68.63	Incl.	0.0
21	** <>	Repl A/M CAPA Bumper cover primed	SK4Z17D957CAPTM	1	485.00	1.1	2.8
22		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
23		Add for Clear Coat		0	0.00	0.0	0.5
24		Repl Bumper cover retainer	W709176S300	5	13.75	0.0	0.0
25		Repl LT Side bracket	BK3Z17C947D	1	17.00	Incl.	0.0
26	**	Repl A/M CAPA Grille w/o fog lamps w/o camera	LK4Z17B968CA	1	815.00	Incl.	0.0
27		Repl Emblem	CK4Z8213A	1	17.82	0.1	0.0
28		Repl Lower impact bar	LK4Z6110008B	1	247.68	0.3	0.0
29		Repl LT Lower extn	LK4Z6110121C	1	248.90	0.2	0.0
30	FRONT LAMPS						
31	**	Repl A/M CAPA LT Headlamp assy w/o chrome trim from 09/02/2015	CK4Z13008L	1	223.00	0.2	0.0
32		Aim headlamps		0	0.00	0.5	0.0
33	RADIATOR SUPPORT						
34	**	Repl A/M CAPA Mount panel	NK3Z8A284A	1	598.00	3.0	1.8
35		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
36		Repl LT Lower bracket	BK3Z16K039A	1	25.43	0.2	0.2
37		Add for Clear Coat		0	0.00	0.0	0.1
38	HOOD						

Preliminary Estimate

Customer: OF PORTERVILLE, CITY

Job Number:

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection BLACK

39	**	Repl	A/M CAPA Hood	LK4Z16612B	1	567.00	1.2	2.8
40			Overlap Major Adj. Panel		0	0.00	0.0	-0.4
41			Add for Clear Coat		0	0.00	0.0	0.5
42			Add for Underside(Complete)		0	0.00	0.0	1.0
43			Add for Clear Coat		0	0.00	0.0	0.2
44		Repl	LT Hinge	KK3Z16797B	1	58.53	0.3	0.3
45			Add for Clear Coat		0	0.00	0.0	0.1
46		Repl	RT Hinge	KK3Z16796B	1	59.42	0.3	0.3
47			Add for Clear Coat		0	0.00	0.0	0.1
48	FRONT DOOR							
49		Repl	LT Mirror assy medium, high roof w/blind spot	LK4Z17683GA	1	923.35	1.0	0.0
50	#		HAZARDOUS WASTE REMOVAL		1	3.00 X	0.0	0.0
51	#		TINT COLOR		1	5.00	0.5	0.0
52	#		CORROSION PROTECTION		1	7.00	0.2	0.0
SUBTOTALS						5,670.26	20.3	15.5

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				5,667.26
Body Labor	20.3 hrs	@	\$ 70.00 /hr	1,421.00
Paint Labor	15.5 hrs	@	\$ 70.00 /hr	1,085.00
Paint Supplies	15.5 hrs	@	\$ 40.00 /hr	620.00
Miscellaneous				3.00
Subtotal				8,796.26
Sales Tax	\$ 6,287.26	@	9.2500 %	581.57
Grand Total				9,377.83

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

Preliminary Estimate

Customer: OF PORTERVILLE, CITY

Job Number:

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection BLACK

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MG15, CCC Data Date 04/09/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

SYMBOLS FOLLOWING PART PRICE:

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

SYMBOLS FOLLOWING LABOR:

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

OTHER SYMBOLS AND ABBREVIATIONS:

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

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

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

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

Preliminary Estimate

Customer: OF PORTERVILLE, CITY

Job Number:

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection BLACK

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
2	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO1240294PP A/M CAPA LT Fender Quote: 2480480895 Expires: 06/10/24	\$ 417.00
10	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO1290142C A/M CAPA LT Wheel opng mldg Quote: 2480485497 Expires: 06/10/24	\$ 74.00
18	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO1015146C A/M CAPA Lower cover carbon black w/frt prk snrs Quote: 2480493359 Expires: 06/10/24	\$ 350.00
21	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO1014147C A/M CAPA Bumper cover primed Quote: 2480498351 Expires: 06/10/24	\$ 485.00
26	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO1200667C A/M CAPA Grille w/o fog lamps w/o camera Quote: 2480501209 Expires: 06/10/24	\$ 815.00
31	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO2502356C A/M CAPA LT Headlamp assy w/o chrome trim from 09/02/2015 Quote: 2480508939 Expires: 06/10/24	\$ 223.00
34	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO1225246PP A/M CAPA Mount panel Quote: 2480510681 Expires: 06/10/24	\$ 598.00
39	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO1230340C A/M CAPA Hood Quote: 2480513070 Expires: 06/10/24	\$ 567.00

PORTERVILLE COLLISION CENTER

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

Workfile ID: 187e03c5
PartsShare: 7VfrTy
State EPA: CAL00035406
BAR: ARD00262887

Preliminary Estimate

Customer: CITY OF PORTERVILLE

Written By: Mike Crissman

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

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

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

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

Insurance Company:

VEHICLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

VIN: 1FBVU4X86LKA46152	Interior Color:	Mileage In: 17,023	Vehicle Out:
License: 1610807	Exterior Color: black	Mileage Out:	
State: CA	Production Date: 1/2020	Condition:	Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

DECOR

Dual Mirrors

Tinted Glass

Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Keyless Entry

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

Dual Air Condition

Backup Camera

Parking Sensors

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

Positraction

Blind Spot Detection

Lane Departure Warning

SEATS

Cloth Seats

Bucket Seats

15 Passenger Seating

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Fog Lamps

Signal Integrated Mirrors

California Emissions

TRUCK

Dual Rear Wheels

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER & GRILLE					
2		Repl Lower cover carbon black w/o frt prk sensor	LK4Z17757AB	1	464.25	0.7	
3		Repl LT Mount bracket	LK4Z17C947B	1	68.63	Incl.	
4	**	Repl Non OEM CAPA Bumper cover primed	SK4Z17D957CAPTM	1	485.00	1.1	2.8
5		Add for Clear Coat					1.1
6		Repl LT Side bracket	BK3Z17C947D	1	17.00	Incl.	
7		Repl LT Side cover w/fog lamps	KK3Z17B814BD	1	30.60	0.1	
8		FRONT LAMPS					
9	**	Repl Non OEM CAPA LT Headlamp assy w/chrome trim from 09/02/2015	CK4Z13008M	1	259.00	0.2	
10		Aim headlamps				0.5	
11		HOOD					
12	**	Repl Non OEM CAPA Hood	LK4Z16612B	1	567.00	1.2	2.8
13		Add for Clear Coat					1.1
14		Add for Underside(Complete)					1.0
15		Add for Clear Coat					0.2
16		Repl RT Hinge	KK3Z16796B	1	59.42	0.3	0.3
17		Add for Clear Coat					0.1
18		Repl LT Hinge	KK3Z16797B	1	58.53	0.3	0.3
19		Add for Clear Coat					0.1
20		Repl Latch w/o anti theft	CK4Z16700A	1	108.58	0.3	
21		FENDER					
22	**	Repl Non OEM CAPA LT Fender	CK4Z16006A	1	417.00	1.4	2.0
23		Overlap Major Adj. Panel					-0.4
24		Add for Clear Coat					0.3
25		Add for Edging					0.5
26		Add for Clear Coat					0.1
27	**	Repl Non OEM CAPA LT Wheel opng mldg	LK4Z61278L01AA	1	74.00	Incl.	
28		Repl LT Upper molding dual rear wheels	CK4Z16003AB	1	90.47	Incl.	
29		Repl LT Inner fender	LK4Z6102039B	1	220.07	8.5	1.2
30		WHEELS					
31		Repl LT/Front Center cap dual rear wheels w/alloy wheels	BE8Z1130A	1	13.33		
32	#	Subl Two wheel alignment		1	112.44		
33	#	Floor set up		1		2.0	
34	#	Pull LT apron		1		4.0	
35	#	Pre fit sheet metal after pulls		1		2.0	
36	#	Subl Hazardous waste removal		1	6.00		

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

37	#	Repl	Cover Car		1	18.00	T		
38	#		Color tint / color match		1	10.00	T	0.5	
39	#		Mask jams/openings		1		T		0.2
40	#	Rpr	Feather edge prime and block						1.0
41		Repl	LT/Front Wheel, alloy dual rear wheels front	HK4Z1007A	1	272.98	m	0.3	
42	#		Subsequent Masking labor for priming		1				0.2
43	#	Subl	Tire mount & wheel balance		1	38.69			
SUBTOTALS						3,390.99		23.4	14.9

ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					3,362.99
Body Labor	23.4 hrs	@		\$ 88.00 /hr	2,059.20
Paint Labor	14.9 hrs	@		\$ 88.00 /hr	1,311.20
Paint Supplies	14.9 hrs	@		\$ 45.00 /hr	670.50
Miscellaneous					28.00
Subtotal					7,431.89
Sales Tax	\$ 4,061.49	@		9.2500 %	375.69
Grand Total					7,807.58
Deductible					0.00
CUSTOMER PAY					0.00
INSURANCE PAY					7,807.58

Customer: CITY OF PORTERVILLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

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

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

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

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

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

Customer: CITY OF PORTERVILLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

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SYMBOLS FOLLOWING PART PRICE:

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

SYMBOLS FOLLOWING LABOR:

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

OTHER SYMBOLS AND ABBREVIATIONS:

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

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

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

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

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
4	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO1014147C Non OEM CAPA Bumper cover primed Quote: 2480245420 Expires: 06/09/24	\$ 485.00
9	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO2502357C Non OEM CAPA LT Headlamp assy w/chrome trim from 09/02/2015 Quote: 2480251783 Expires: 06/09/24	\$ 259.00
12	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO1230340C Non OEM CAPA Hood Quote: 2480252607 Expires: 06/09/24	\$ 567.00
22	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO1240294PP Non OEM CAPA LT Fender Quote: 2480254199 Expires: 06/09/24	\$ 417.00
27	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO1290142C Non OEM CAPA LT Wheel opng mldg Quote: 2480255817 Expires: 06/09/24	\$ 74.00



Golden State Paint and Body

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

Workfile ID: c9328bca
PartsShare: 7Vgyzb
Federal ID: 77-057-5597
Resale Number: 97-884984
State EPA: CAL000205607
BAR: 141571

Preliminary Estimate

Customer: CITY OF PORTERVILLE

Written By: Jason Laubacher

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

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
CITY OF PORTERVILLE
(559) 782-7597 Day

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

Insurance Company:

VEHICLE

2020 FORD Transit Passenger Wagon T-350 HD XL EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

VIN: 1FBVU4X86LKA46152	Interior Color:	Mileage In:	Vehicle Out:
License: 1610807	Exterior Color: black	Mileage Out:	
State: CA	Production Date: 1/2020	Condition:	Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

DECOR

Dual Mirrors

Tinted Glass

Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Keyless Entry

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

Dual Air Condition

Backup Camera

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

Positraction

Lane Departure Warning

SEATS

Cloth Seats

Bucket Seats

15 Passenger Seating

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

California Emissions

TRUCK

Dual Rear Wheels

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2020 FORD Transit Passenger Wagon T-350 HD XL EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER & GRILLE					
2	Repl	Lower cover carbon black w/frt prk snsrs	LK4Z17757DA	1	394.30	0.7	
3		Add for park sensor				m 0.4	
4	<> Repl	Bumper cover primed	SK4Z17D957CAPTM	1	553.33	1.1	2.8
5		Add for Clear Coat					1.1
6	Repl	LT Mount bracket	LK4Z17C947B	1	68.63	Incl.	
7	Repl	LT Side cover w/o fog lamps	KK3Z17B814AG	1	30.15	0.1	
8	R&I	Grille w/o fog lamps				Incl.	
9	R&I	License bracket				0.2	
10		FRONT LAMPS					
11	Repl	LT Headlamp assy w/o chrome trim from 09/02/2015	CK4Z13008L	1	241.02	0.2	
12		Aim headlamps				0.5	
13		RADIATOR SUPPORT					
14	Repl	Mount panel	NK3Z8A284A	1	654.63	3.0	1.8
15	R&I	Lower deflector 3.5 liter non turbo				0.3	
16	R&I	RT Outer w'strip				Incl.	
17	R&I	LT Outer w'strip				Incl.	
18	R&I	RT Deflector 3.5 liter non turbo				Incl.	
19		HOOD					
20	Repl	Hood	LK4Z16612B	1	636.47	1.2	2.8
21		Overlap Major Non-Adj. Panel					-0.2
22		Add for Clear Coat					0.5
23		Add for Underside(Complete)					1.0
24	R&I	RT Vent grille				Incl.	
25	R&I	LT Vent grille				Incl.	
26	Repl	LT Hinge	KK3Z16797B	1	58.53	0.3	0.3
27		Add for Clear Coat					0.1
28		FENDER					
29	Repl	LT Fender	CK4Z16006A	1	484.30	1.4	2.0
30		Overlap Major Adj. Panel					-0.4
31		Add for Clear Coat					0.3
32		Add for Edging					0.5
33	Repl	LT Upper molding dual rear wheels	CK4Z16003AB	1	90.47	Incl.	
34	Repl	LT Wheel opng mldg	LK4Z61278L01AA	1	84.60	Incl.	
35		WHEELS					
36	Repl	LT/Front Wheel, steel dual rear wheels silver	CK4Z1015C	1	501.15	m 0.3	
37	Repl	LT/Front Center cap dual rear wheels w/forged wheels	JK4Z1130A	1	636.85		

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2020 FORD Transit Passenger Wagon T-350 HD XL EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

38	COWL						
39		R&I	LT End plate			0.1	
40	FRONT DOOR						
41		Repl	LT Wheel opng mldg	KK3Z61278L01EA	1	38.18	0.2
42		Repl	LT Mirror assy medium, high roof w/o power fold	LK4Z17683CA	1	760.48	1.0
43		R&I	LT R&I trim panel				0.5
44	VEHICLE DIAGNOSTICS						
45	*	Rpr	Pre-repair scan			m	0.5 M
46	*	Rpr	Post-repair scan			m	0.5 M
47	MISCELLANEOUS OPERATIONS						
48	*	Repl	Cover car/bag		1	5.00	0.2
49	#	Repl	SPRAY TEST PANEL / TINT COLOR		1	7.50 T	0.5
50	#	Subl	HAZARDOUS WASTE REMOVAL		1	7.00 X	
51	#	Rpr	DENIB/TEXTURE SAND & POLISH				1.0
SUBTOTALS						5,252.59	14.2
							12.6

ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					5,238.09
Body Labor	13.2 hrs	@	\$ 88.00 /hr		1,161.60
Paint Labor	12.6 hrs	@	\$ 88.00 /hr		1,108.80
Mechanical Labor	1.0 hrs	@	\$ 120.00 /hr		120.00
Paint	12.6 hrs	@	\$ 45.00 /hr		567.00
Miscellaneous					14.50
Subtotal					8,209.99
Sales Tax	\$ 5,812.59	@	9.2500 %		537.66
Grand Total					8,747.65
Deductible					0.00
CUSTOMER PAY					0.00
INSURANCE PAY					8,747.65

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

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

Customer: CITY OF PORTERVILLE

2020 FORD Transit Passenger Wagon T-350 HD XL EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

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

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

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

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

Customer: CITY OF PORTERVILLE

2020 FORD Transit Passenger Wagon T-350 HD XL EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MG15, CCC Data Date 04/16/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

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CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Intent to Set a Public Hearing to Transition to Phase III of the City's Water Conservation Plan

SOURCE: Public Works

COMMENT: The City's Water Conservation Plan is structured in an effort to provide conservation results, reducing the overall residential consumption and continuing to provide uninterrupted services to the community without compromising the operation of the City's water distribution system. The City has been operating through the winter months in Phase IV of the City's Water Conservation Plan. As part of the Phase IV implementation, the City reduced watering days through the winter months, to a one-day-per-week watering schedule, based on address. If an address ends with an "odd" number, the watering day is Saturday; if an address ends with an "even" number, the watering day is Sunday. Watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed Monday, Tuesday, Wednesday, Thursday, or Friday.

Conservation reduction guidelines presented in the past by State Governor's Executive Orders and subsequent regulations adopted by the State Water Resources Control Board encourage conservation as a way of life. Taking into consideration the State Waterboards Self-Certification criteria for the City of Porterville, the City Council approved maintaining the current imposed conservation standard of twenty-six percent (26%) less than the production of the 2013 calendar year. The continuation of the current conservation goal keeps a standardized message that the City has worked to develop in public outreach, provides resiliency and capacity to ensure three years of supply under drought conditions, also meets the minimum twenty percent (20%) conservation standard defined in the City's Urban Water Management Plan, and assists the City in meeting the requirements of the Sustainable Groundwater Management Act (SGMA).

In response, the City has developed a Conservation Plan that has been effective while still allowing some flexibility throughout the community. The City's Conservation Plan is an Odd/Even watering schedule composed of Five Phases; Phase I is a Voluntary 3-Day Watering week Schedule; Phase II is a Mandatory 3-day Watering week Schedule; Phase III is a Mandatory 2-day Watering week Schedule; Phase IV is Mandatory 1-Day Watering week Schedule, and Phase V is a No Outdoor Watering schedule.

Through the implementation of mandatory conservation, the City has been able to maintain a cumulative conservation total reduction of 25% Gallons Per

Capita Per Day (June 2015 through April 2024). In order to maintain conservation reductions while providing flexibility to residents, it is the staff's recommendation to evaluate seasonal changes in temperature and the need to transition from Phase IV to Phase III of the City's Water Conservation Plan. Staff recommends that the Council consider setting a Public Hearing for May 21, 2024, to determine the transition to Phase III of the City's Water Conservation Plan (Phase III is a Mandatory odd/even 2-day watering week schedule). Odd addresses would be allowed to water on Tuesday & Saturday and even addresses on Wednesday & Sunday. The City's Water Conservation Plan applies to all water users within the City's service area.

RECOMMENDATION: That the City Council direct the City Clerk to notice a Public Hearing to discuss the transition from Phase IV to Phase III of the City's Water Conservation Plan at its meeting on May 21, 2024.

ATTACHMENTS: 1. Drought Response Phase III Flyer
 2. Drought Response Phase IV Flyer

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager



DROUGHT RESPONSE Phase III

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule

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

Odd Address
 Even Address

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING ON
MONDAYS, THURSDAYS,
AND FRIDAYS.**



DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

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

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Authorization to Award Freedom Fest Fireworks Contract

SOURCE: Parks and Leisure Services

COMMENT: The inaugural Freedom Fest community event took place in 2011 in partnership between the City and the Tule River Tribe, with each party contributing \$15,000 in seed money in support of the event. Freedom Fest has grown to an estimated annual attendance of approximately 12,000. Event activities include music, family entertainment, Porterville Fire Department spray zone, food, craft, and information booths, and culminating in a fireworks show. In 2013, the City Council contributed \$10,000 and the Tribal Council \$7,500 to assist with the continuation of the event and to help in meeting the increased expenditure costs as the event expanded.

City staff recently solicited quotes from three previous vendors who had provided fireworks for Freedom Fest. The vendor from last year's event, Zambelli Fireworks, submitted a quote for \$27,000. The vendor from 2022, Fireworks & Stage FX America, provided a quote for \$30,000. The third vendor, Pyro Spectaculars, was non-responsive to the request for a proposal. The most important factors to consider when selecting a fireworks vendor are experience, reputation, product quality, product knowledge, legal knowledge, and safety concerns. Of those factors, safety is number one and the City's Fire Marshal cited various safety concerns with the operators for Zambelli Fireworks last year and a lack of understanding of local jurisdiction requirements. City staff also noted a couple of other factors that didn't meet the standards set by Fireworks & Stage FX America in 2022. Simply comparing the shell count does not produce an accurate assessment of the product quality, show production, and overall crowd experience.

Staff is requesting that the Council approve the expenditure of \$30,000 to Fireworks & Stage FX America for the fireworks show portion of the 2024 Freedom Fest. The Council's approval will allow staff to issue a purchase order to secure its services. A fifty percent (50%) deposit of \$15,000 is required to execute the contract for services with the remaining balance due ten days after the fireworks display. The expenditure will come from the Freedom Fest account out of the General Fund, from which there is currently a balance of \$18,522.25. It is further recommended that with regard to indemnification, the vendor be required to add the City as an additional insured to their liability coverage.

RECOMMENDATION: That the City Council authorize progress payments up to one

hundred percent (100%) of the contract amount of \$30,000 to Fireworks & Stage FX America, as well as the contract provisions subject to the City Attorney's approval, including requiring the vendor to add the City of Porterville on to its liability coverage as an additional insured.

ATTACHMENTS: 1. Proposal - Fireworks and Stage FX
 2. Proposal - Zambellis

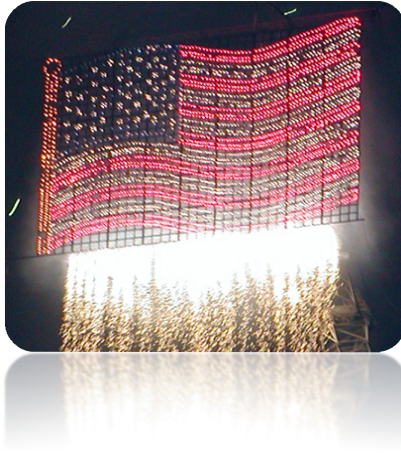
Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager

City of Porterville



Presents

Celebrate Freedom **A Fireworks Extravaganza** **June 29th, 2024**

Produced by



"The Difference is Quality"

City of Porterville

Celebrate Freedom

June 29th, 2024

Announcement Barrage

Program A

Aerial Titanium Flash Salutes

3" 10

Color & Multi-Color Finale Shells

3" 10

Aerial Show Presentation

Color & Multi-Color Aerial Shells

3" 60

4" 60

Flitter, Glitter, Electric Color &
Color Changing Shells

3" 50

4" 50

Distinctive & Unique Aerial Shells

3" 30

4" 40

Streaking Comets & Tiger Tails

3" 10

Premium Aerial Shells

3" 10

4" 10

Bombardments

Program A

Multiple Shot Barrages: provide fabric and texture to your display keeping an excellent and exciting pace. Our high-powered devices provide an exciting ground-to-sky pyrotechnic tableau:

Total Shots **4088**

Aerial Grand Finale

Color & Multi-Color Finale Shells

2.5" 150

3" 100

4" 32

Aerial Titanium Flash Salutes

3" 100

Grand Totals

Aerial Shell Counts

2.5" 150

3" 380

4" 192

Units of Fire (from Bombardments)

4088

Total Shots **4810**

Program Price

Total Program Price Inclusive of
Insurance, Operator and
Transportation

Cost **\$30,000**



Fireworks America Products

"The Difference Is Quality"

Fireworks America has sought to affiliate itself with world renown-award winning manufacturers, both foreign and domestic. In every show you will find only the highest quality of products, designs, and variety which will far surpass those of our competitors.

Product Definitions Are:

Standard: Aerial Shells include: One color products and multiple colored products such as Chrysanthemums, Peonies, Hearts, Rings, Red, Green, Blue, Yellow, Purple, Orange, Variegated, etc. Our variety is unmatched and as such we can guarantee over 40 varieties in this category.

Compare to our competitors "Color", "Fancy", some "Extra Fancy", "Standard" or "Japanese Style Deluxe" Shells.

Classic: Aerial Shells include: Flitter, Glitter, Electric Color, Color Changing Transformation, Penny Glitter, Glitter & Color, Magnesium Red Electric, Red to Blue, Comets, etc. Our variety is unmatched and as such we can guarantee over 50 varieties in this category.

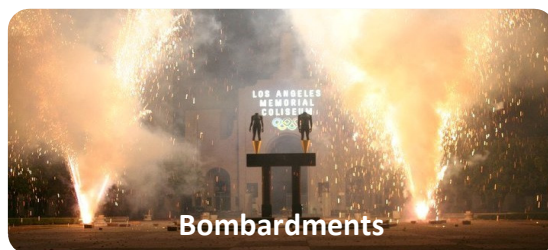
Compare to our competitors "Extra Fancy", "Floral", "Classic" or "Japanese Style Super Effect" Shells

Select: Aerial Shells include: Distinctive and Unique Aerial Shells such as Spiders, Multiple Reports, Strobes, Multiple Effect Shells, Domestic Glittering Comets, Double Hearts, Crackling Effects, Double Ring Shells, Saturn Shells, Tourbillion Shells, Waterfalls, Special Pattern Shells, Weeping Willow Shells, Shell of Shells, Coconut Palms, and Serpentine Shells, etc..

Compare to our competitors "Special" or "Japanese Style Special Effect" Shells.

Premium: Aerial Shells include: Crossettes, Serpents, Whistles, Whistles and Reports, Serpents and Strobes, Fish and Whistles, Tourbillions to Reports, Thunder and Rainbow, Serpents and Stars, Nishiki Kamuros, and many other American Made Specialty Shells.

Our competitors cannot compare with our Domestically-Made Superstars.



City of Porterville
Show Concept, Services List,
and Miscellaneous Details

Services List:

Fireworks America to Provide:

- 1) Permit Filings as Required
- 2) Storage and Delivery of fireworks
- 3) All Equipment to produce the display
- 4) Insurance Aggregate amount of
\$10,000,000 (Combined Single Limits)
- 5) Worker's Compensation Insurance
(Statute)

City of Porterville to Provide:

- 1) A Suitable Firing Site
- 2) Adequate Security for Firing Site
- 3) Permit Fees
- 4) Standby Firefighter Fees, if req'd
- 5) Sound System and Playback
- 6) Adequate Permit Time as
listed below.

Minimum Time Required

Fireworks America will provide permitting services on your behalf. There are minimum times required to pull these permits. Contracts and deposits must be signed and back to us prior to starting these services. Here are the **minimum permit times.**

Land Based Shows based require a minimum of **30 days** to permit based on Local and State Ordinance, FAA and other requirements.

Please plan your show accordingly.

Operators and Assistants:

Fireworks America will provide the services of a State Licensed Pyrotechnic Operator and experienced crew to fire your display. The entire crew will be covered under Fireworks America's Worker's Compensation Insurance.

Payment Terms:

50% deposit is due on Contract Execution, Balance Net 10 days after display.

Method of Discharge:

The show will be fired Manually / Hand Fired.

Zambelli

FIREWORKS

2024 Porterville Freedom Fest Fireworks Celebration



Zambelli Fireworks

John Hagan

800-322-7142

502-220-7944

jhagan@zambellifireworks.com

Shafter, CA



FIREWORKS PROPOSAL

Porterville Freedom Fest 2024 Fireworks Celebration

Show Date: Saturday June 29, 2024

Show Budget Options: \$27,000 - 20-minute display.

Insurance Liability Coverage: \$10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to "AAA" rated companies.

State, Local and Federal Permits: Zambelli Fireworks will secure all necessary state, local and federal permits / required licenses.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of California.

Site Security and Fire Protection: Customer will assist in providing site security and make arrangements with the Authorities Having Jurisdiction.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 code will be strictly enforced.

Zambelli

FIREWORKS

2024 Porterville Freedom Fest

SYNOPSIS FOR A TWENTY MINUTE DISPLAY

DEVICE DESCRIPTION	QUANTITY
ZAMBELLI MULTI SHOT DEVICES (CAKES)	
QUANTITY TWO EACH:	
35 Shot Rainbow Dahlias w/Assorted Colored Tails	70
35 Shot Variegated Moons w/Titanium Reports and Tail	70
35 Shot Gold Brocade Waterfalls w/Gold Tails	70
35 Shot Green and Purple Moon Fan Box w/Green Tail	70
35 Shot Rainbow Crossettes w/Assorted Color Tails Fan Box	70
35 Shot Dragon Egg Color Pearl W/ Color Tails Fan Box	70
QUANTITY TWO EACH:	
36 Shot Super Brocade w/Gold Tails Fan Box	72
36 Shot Rainbow Crossettes w/Assorted Color Tails Fan Box	72
36 Shot Variegated Chrysanthemum w/Palm and Silver Tails Fan Box	72
36 Shot Thunder Tourbillions w/Red and Blue Mines Fan Box	72
36 Shot Gold Brocade Waterfalls w/Gold Tails Fan Box	72
36 Shot Colorful Falling Leaves	72
QUANTITY TWO EACH:	
100 Shot Variegated Chrysanthemum w/Palm and Silver Tails	200
100 Shot Red Crackling and Green Glittering w/Purple Mines	200
100 Shot Silver Crackling Flowers w/Silver Tails	200
QUANTITY TWO EACH:	
400 Shot V-shaped Repeater W/Palm and Silver Tails	800
400 Shot V-shaped Repeater W/Comets and Reports	800
408 Z Shaped Colorful Pearl Zipper	816
136 Shot W-Shaped Brocade Crown	272
TOTAL NUMBER OF MULTI EFFECT SHOTS	4,140
TWO AND A HALF INCH DIAMETER SHELLS	
Two and Half Inch Zambelli Specialty Shells	100
Two- and Half-Inch Palm Shells	100
Two- and Half-Inch Tourbillion Shells	100
Two- and Half-Inch Dahlia Shells	100
Two- and Half-Inch Chrysanthemum Shells	100
Two- and Half-Inch Serpent Effect Shells	100
TOTAL NUMBER OF TWO AND HALF INCH DIAMETER SHELLS BODY	600
THREE INCH DIAMETER SHELLS	
Three Inch Zambelli Specialty Shells	48
Three Inch Palm Shells	48
Three Inch Tourbillion Shells	48
Three Inch Dahlia Shells	48
Three Inch Chrysanthemum Shells	48
Three Inch Serpent Effect Shells	48
TOTAL NUMBER OF THREE INCH DIAMETER SHELLS BODY	288
FOUR INCH DIAMETER SHELLS	
Four Inch Zambelli Specialty Shells	30
Four Inch Palm Shells	30
Four Inch Tourbillion Shells	30
Four Inch Dahlia Shells	30
Four Inch Chrysanthemum Shells	30
Four Inch Serpent Effect Shells	30
TOTAL NUMBER OF FOUR INCH DIAMETER SHELLS BODY	180
ZAMBELLI GRAND FINALE	
Two- and Half-Inch Assorted Color Finale Display Shells	180
Three Inch Titanium Salute Report Shells	150
Four Inch Assorted Color Finale Display Shells	36
TOTAL NUMBER OF GRAND FINALE SHELLS	366
TOTAL NUMBER OF SHOTS/ SHELLS IN THE DISPLAY	5,574

Zambelli

FIREWORKS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME:	Michelle Kugler	
		PHONE (A/C, No, Ext):	727-547-3070	FAX (A/C, No):
		E-MAIL ADDRESS:	mkugler@alliedspecialty.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: T.H.E. Insurance Company		12866
INSURED	ZAMBELLI FIREWORKS MFG CO, INC., ETAL 120 Marshall Drive, Warrendale, PA 15086	INSURER B:		
		INSURER C:		
		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 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			CPP0103167-05	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Protection & Indemnity \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CPP0103167-05	02/01/2018	02/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			ELP0011081-05 Excess P & I Included	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
	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	Coverage is afforded in the State(s) of:			☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine / Hull			CPP0103167-05	02/01/2018	02/01/2019	Hull Limit \$900,000 Show Limit \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Display Date: Rain Date: Location:
 RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured, excess is follow form:

CERTIFICATE HOLDER

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

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CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Authorization to Execute a Consultant Services Agreement - Santa Fe Byway Public Artist

SOURCE: Engineering and Project Management

COMMENT: At its meeting on March 19, 2024, the City Council authorized staff to begin negotiations for a scope of services contract with Adrian Litman Art & Design for the design, fabrication, and installation of two (2) art installations (sculptures/statues) adjacent to the Santa Fe Byway Trail.

Staff was able to negotiate the contract for both art installations at a not to exceed price of \$20,000. The design of the two art installations have been approved by both the Department of Environmental Protection for the Tule River Tribe and the City of Porterville Arts Commission. The first piece is entitled "Dance of Ancestral Feathers". It is to be installed just south of Olive Avenue along the trail and is a stainless steel and Corten kinetic sculpture with porcelain tiles on the base depicting Yokut basket motives. The top of the sculpture includes stainless steel elements that rotate when activated by the wind. The second piece is entitled "Eagle Over Tule Hut". It is to be installed along the trail south of Morton Avenue and is a stainless steel and Corten kinetic sculpture depicting an eagle flying over the artist's rendition of a Tule hut. The eagle rotates when activated by the wind. Texture is added to the panels of the Tule hut representing the Tule reeds.

Funding for the art installations is provided by a Clean California Grant as a required component of the Santa Fe Byway Revitalization and Beautification Project.

RECOMMENDATION: That the City Council:

1. Authorize the Engineering & Project Management Director to execute the Consultant Services Agreement with Adrian Litman Art & Design for the design, fabrication, and installation of two (2) art installations for the Santa Fe Byway Trail not to exceed amount of \$20,000; and
2. Authorize progress payments up to one hundred percent (100%) of the contract amount.

ATTACHMENTS:

1. Artist Sketches of Art Installations
2. Locator Map
3. Draft Service Agreement

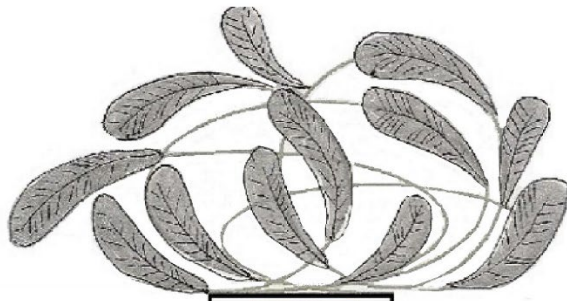
Appropriated/Funded:

Review By:

Department Director:

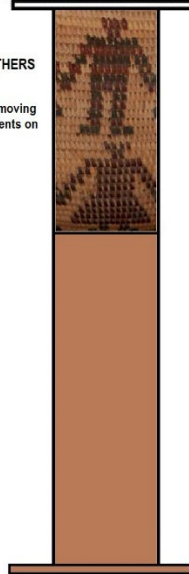
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager



DANCE OF THE ANCESTRAL FEATHERS

Stainless steel kinetic sculpture with moving feathers and baskets decorative elements on porcelain tiles.

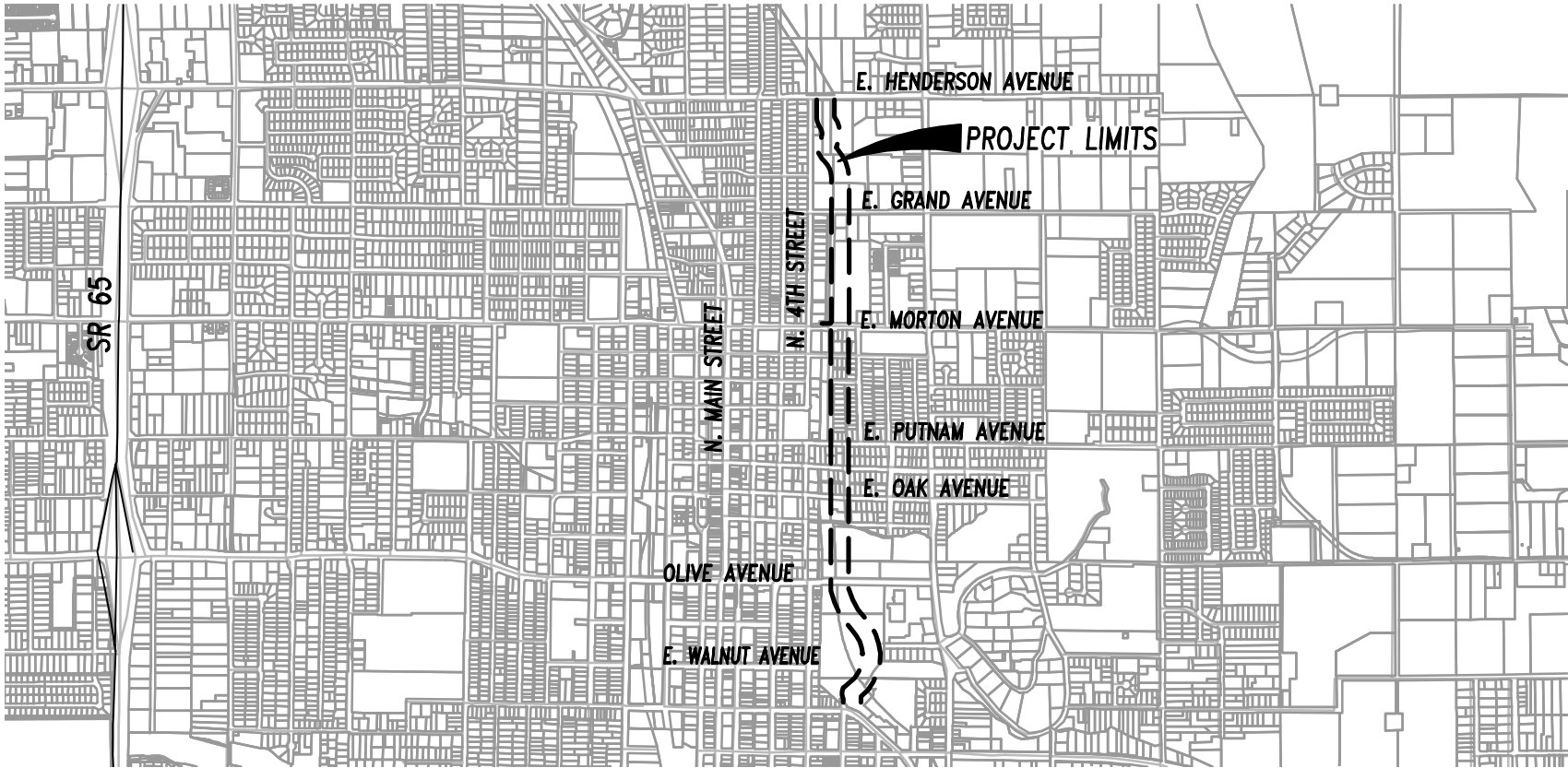


Adrian Litman Art & Design - Santa Rosa, CA



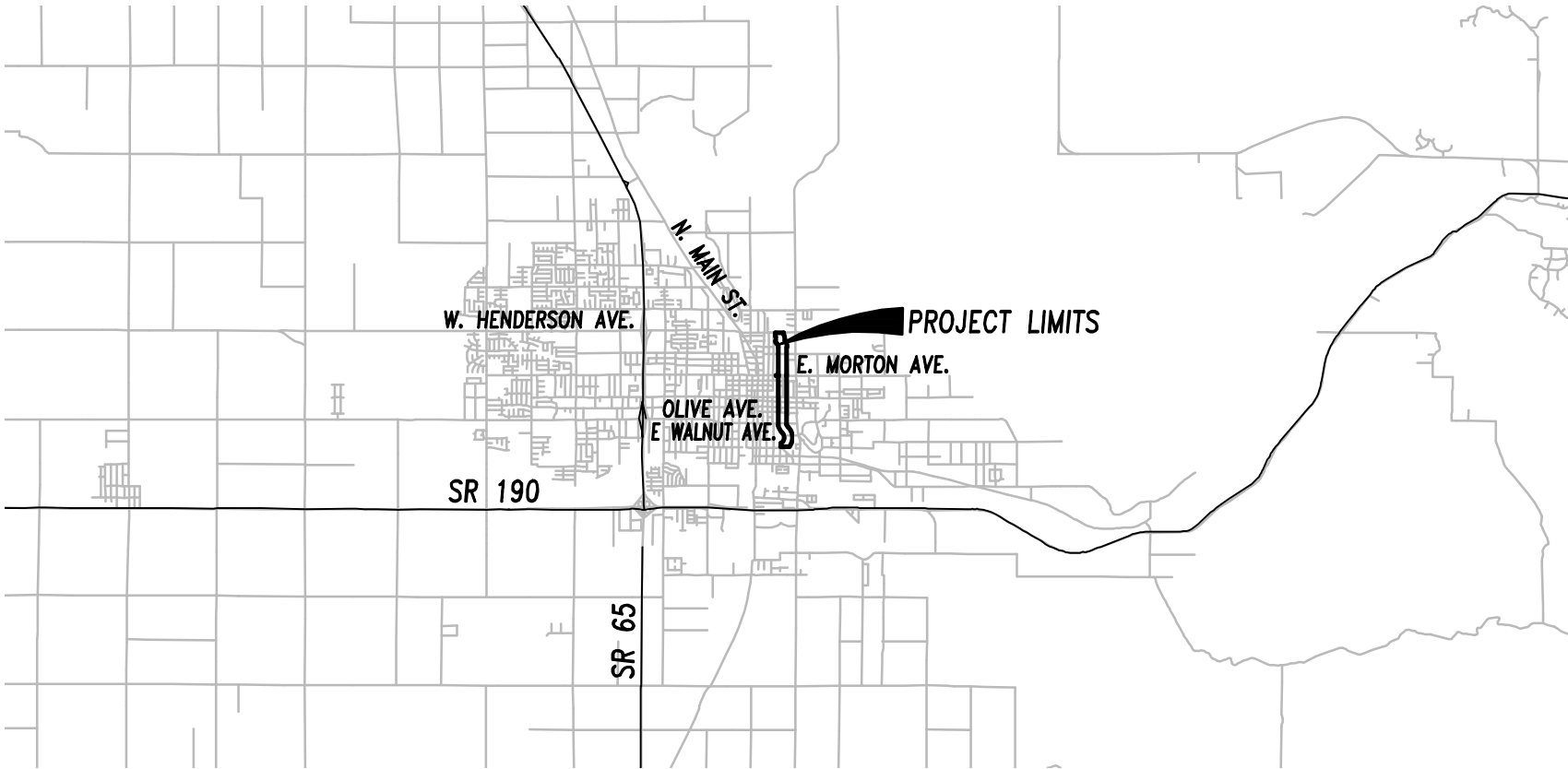
EAGLE FLYING OVER A TULE HUT

Stainless steel and CorTen kinetic sculpture showing an Eagle flying over the Tule Hut dwelling with a bench at the base.



PROJECT MAP

SCALE 1" = 2,000'



VICINITY MAP

SCALE 1" = 2 mi.

SERVICE AGREEMENT

DATE: May 7, 2024

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and Adrian Litman Art & Design, 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: Santa Fe Byway Public Art Installation (two pieces)

Description of Project: In general, the consultant will be full-service materials and installation of two (2) separate art installations for the Santa Fe Byway Revitalization and Beautification as approved by the Department of Environmental Project for the Tule River Tribe and the City of Porterville Arts Commission.

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 for required compliance with the grant

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT a fee of **Twenty Thousand** Dollars, (\$20,000).

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 and provide copies to the City prior to working onsite.

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 _____



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Renewal of Airport Lease Agreement - Lot No. 46D

SOURCE: Finance

COMMENT: Kevin Taggard is the current leaseholder of Lot No. 46D at the Porterville Municipal Airport. The current lease expires on June 30, 2024. The City has received a request from Kevin Taggard dated April 2, 2024, to renew the lease for a period of ten (10) years. The lot is approximately 3,780 square feet in area and will rent for a rate of \$0.392 per square foot per year, with an annual adjustment according to the change in the Consumer Price Index, beginning on January 1, 2025, and each January thereafter. The lease will begin on July 1, 2024, and expire on June 30, 2034. The hangar will be utilized for the parking and storage of aircraft.

RECOMMENDATION: That the City Council approve the renewal of the Lease Agreement between the City and Kevin Taggard for Lot No. 46D at the Porterville Municipal Airport for a term of ten (10) years.

ATTACHMENTS:

1. Letter of Request
2. Draft Lease Agreement
3. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

Re: Lease agreement Lot 46D

Erin Taggard <[REDACTED]>

Tue 4/2/2024 12:25 PM

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

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Janie,

We are wanting to extend our lease agreement on lot no. 46D for 10 years. We use it for our aircraft N281PA Piper. We do not sublease.

Thank you
Kevin Taggard

LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT ("Lease"), executed at Porterville, California the 7th day of May, 2024, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as "City" and Kevin Taggard, hereinafter referred to as "Lessee."

WHEREAS, City owns and operates an airport in the City of Porterville, State of California, commonly known and described as "Porterville Municipal Airport"; and

WHEREAS, Lessee desires to lease a portion of said airport for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto; and

WHEREAS, it is the desire of City to utilize said airport for the general public by its development and use in providing aeronautical-related facilities and service.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 46D at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on July 1, 2024, both parties having executed the same, and shall terminate on June 30, 2034, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Notwithstanding the stated term of the Lease, the City may terminate this Lease at its pleasure and repossess the premises therein described upon three months' notice thereof and upon paying to the lessee the market value of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of

appraisers consisting of one appraiser appointed by the council, and a lessee appraiser appointed by the lessee. The parties will follow Charter Section 68 concerning the determination of the value of the improvements.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.392 per square foot per year. Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 3,780 square feet of land area, said rental rate will be \$1,481.76 annually, payable in advance.

Beginning January 1, 2025, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

4. Purpose: This Lease is made for the purpose of operating an existing aircraft hangar to be used for the parking and storage of aircraft and other activities incidental thereto. Lessee shall not use the premises or any part thereof or permit them to be used for any purpose or purposes other than stated above. The City reserves the right to conduct on-site inspections for the purpose of compliance with Building Code, Fire Code, and Zoning Ordinance. Lessee shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of City or any tenant of City on adjacent neighboring property.

Lessee further agrees that, within 72 hours from receiving written notice by the City that a nuisance exists, to abate or otherwise cause said nuisance to be cured.

In the event Lessee has not (a) taken corrective action within 72 hours, or (b) filed an appeal with the City Council, City of Porterville, within 72 hours, then City may enter and abate said nuisance at the expense of Lessee without any liability whatsoever to City for

monetary loss or anticipated profits of Lessee or others.

Said appeal to the City Council must be made in writing and be received by the City Clerk, 291 N. Main Street, Porterville, California, 93257, within 72 hours after Lessee received notice of said nuisance.

5. Right of Ingress and Egress: Lessee shall have the right-of-way to property owned and controlled by City for ingress thereto and egress therefrom for pedestrian, vehicular, and air travel, together with the right to use in common with other Lessee or licensees of City the airplane landing field adjacent to the demised premises. None of these rights are exclusive, but shall be exercised in common with and subject to possible similar rights of other users of said airport. All of the foregoing is subject to such reasonable rules and regulations as the City or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and regulations adopted from time to time by the Federal Aviation Administration or its successor.

6. Condition of Premises: Lessee has inspected the demised premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent.

7. Alteration: Lessee shall make no structural modifications to existing structures or make permanent improvements or additions in or on the demised premises without the written consent of the City Airport Manager first being obtained.

8. Maintenance: Lessee agrees to keep the improvements in a good state of repair by periodic maintenance and painting as the same are required and to keep the grounds of Lessee in a good state of maintenance and repair. During the term of this Lease, the City Airport Manager shall have the right to notify Lessee in writing wherein Lessee has failed to maintain said structure and improvements in a good state of repair. Lessee shall make such corrections in the time and manner prescribed by said Airport Manager, or in the event Lessee disagrees, Lessee shall have the right to appeal within fifteen (15) days from date of notice from said Airport Manager to the City Council concerning the request for

maintenance made to Lessee by said Airport Manager; it being understood and agreed that the decision of the City Council shall be final.

9. Utilities: Lessee agrees to pay during the term of the Lease, or any holding over, any and all utilities utilized by it to said demised premises. The term "utilities" as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

11. Taxes and Assessments: Lessee understands that the Lease of the premises creates a possessory interest subject to taxation by the County of Tulare. Lessee agrees to pay all taxes and /or assessments levied by any governmental agency upon any interest acquired by Lessee under the terms of this Lease.

12. Compliance with Law: Lessee shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements, and order whatever, present or future, of the national, state, county or city government which may in any way apply to the use, maintenance or occupation of, or operations on the premises.

13. Liens and Encumbrances: Lessee shall keep the premises and all structures and improvements situated thereon free from any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause.

14. Negation of Partnership: City shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee's operations thereon. City reserves all rights in and with respect to the premises, not inconsistent with Lessee's use of the premises as in this Lease provided, including (without limiting the generality of the foregoing) the right of City to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as City may deem desirable in connection with the development or use of

any other property in the neighborhood of the premises. City shall compensate Lessee for any and all damage to Lessee's improvement and personal property caused by the exercise of the rights reserved in this paragraph.

15. Indemnification: Lessee agrees to indemnify, defend (upon request by the City) and save harmless the City, its agents, officers, and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, action, or damages, including liability for injuries to person or persons, or damage to property of third persons arising out of or in any way connected with (a) the conducting or operation of Lessee's business on the demised premises during the term of the Lease or any holding over, or (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over.

16. Liability Insurance: Lessee, in order to protect the City, its agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Lessee's (a) use and operations on the demised premises or in connection therewith, or (b) construction or removal of any improvements on the demised premises or in connection therewith, shall name the City as additional insured on Lessee's aircraft insurance policy or policies in the amount of not less than TWO MILLION DOLLARS (\$2,000,000). Coverage shall include General Liability combined Bodily Injury and Property Damage, Single Limits and Aggregate, with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said insurance shall not be subject to cancellation or coverage reduction without thirty (30) days prior written notice to City. Within (10) days from the date of this Lease, Lessee shall file with the City Clerk, City of Porterville, a duly certified Certificate of Insurance evidencing that the herein above mentioned public liability and property damage provisions have been complied with, and setting forth that City, its agents, officers, and employees are named as additional insured. In the event that Lessee shall fail to take out and keep in effect such policy or to furnish evidence thereof to City, City may, at City's option, procure the same, pay the premium thereof and collect same with the next payment of rental due from Lessee or immediately terminate this Lease. The limits of insurance coverage set forth herein may be reviewed by

City each January and may be adjusted at such reviews in order to protect the interests of the City.

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

In the event of breach of any of the above nondiscriminatory covenants, City shall have the right to terminate this Lease and to re-enter and repossess the demised premises and the facilities thereon and hold the same as if the Lease had never been made or issued.

Lessee agrees that it shall insert the above nondiscrimination provisions in any sublease or other agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

18. Improvement of Land Area: City reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or views of Lessee and without interference or hindrance.

19. Maintenance of Landing Area: City reserves the right to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard; providing further, City shall keep and maintain in a safe and operable condition the taxiways, runways (including the lighting thereof) and roadways on the airport during such hours and to such extent as City may determine is reasonably required for the operation of the airport.

20. Lease Subordinate to Agreements with the United States Government: This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation or maintenance of the airport.

21. Non-Exclusive Right: It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958. (49 U.S.C. 1349).

22. Rights of United States Government: This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

23. Notices: All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, postage prepaid and addressed as follows:

To the Lessee: Kevin Taggard
[REDACTED]
Porterville, CA 93258

To the City: Airport Manager
City of Porterville
291 N. Main Street
Porterville, CA 93257

The address to which the notices shall be or may be mailed, as aforesaid, to either party

shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

24. Authorized Agent of the City: The Airport Manager of the City of Porterville is the duly authorized agent of the City for purposes of this Lease; and as to any obligations assumed herein by Lessee, they shall be performed to the satisfaction of said Airport Manager.

25. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. Lessee shall not, and Lessee herewith agrees that it will not, sublet the premises, or any part thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

26. Hypothecation: Lessee may, with the consent of the City, give, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee's interest under this Lease and the leasehold estate so created to a bona-fide lender on the security of the leasehold estate. Any such bona-fide lender shall have the right at any time during the term of the loan and while this Lease is in full force and effect:

(a) To do any act or thing required of Lessee in order to prevent a forfeiture of Lessee's rights hereunder, and all such acts or things so done shall be as

effective to prevent a forfeiture of Lessee's rights hereunder by Lessee.

(b) To succeed to the interest of Lessee hereunder and thereafter at such lender's option to convey, assign or sublease the interest or title to said leasehold estate to another person acceptable to City, subject to all the terms, conditions, and covenants of this Lease. Two (2) copies of any and all security devices or instruments shall be filed with City's Airport Manager prior to the effective date thereof, and Lessee shall give Airport Manager prior written notice of any changes or amendments thereto.

Any bona-fide lender shall have the right, if so permitted by the terms and conditions of the concerned instrument of hypothecation between lender and Lessee, to remove any or all of Lessee's improvements under said hypothecation from the demised premises, subject only to the restriction that in the event of such removal, the demised premises herein above described be restored by Lessee to a condition satisfactory to the City's Airport Manager, and that said removal be done in a manner and at a time satisfactory with said Airport Manager.

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the

action(s) or failure(s) to act of Lessee.

28. Waiver of Breach: The waiver by City of any breach by Lessee of any provision contained herein shall not be deemed to be a waiver of such provision, or a waiver of any breach of any other provision contained herein.

29. Bankruptcy: In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee's rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee's rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this Lease and all rights and interest of Lessee and all other persons under this Lease. The term "Lessee," as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership who is a Lessee hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance.

30. Quiet Possession: Notwithstanding any other provision in this Lease, City covenants that Lessee, on paying the rent and performing the covenants herein contained, shall and may peaceably and quietly have and enjoy the demised premises for the term hereof.

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other

circumstances over which Lessee has no control, excepted.

32. Removal of Improvement at Termination: Upon the termination of this Lease, or any holding over, for any reason other than Lessee's failure to perform its obligations under the terms and conditions of this Lease, Lessee shall have the right at Lessee's sole cost and expense, to remove all improvements and/or furniture, furnishings, equipment, and fixtures of whatsoever kind or nature placed on the demised premises by Lessee or its contractors so long as they could be removed without damage or disfigurement to the demised premises. Full restoration of the demised premises as it existed prior to the construction of said improvements or the installation of said furniture, furnishings, equipment, and fixtures shall be made by Lessee. If after the termination of this Lease Lessee has not removed said improvements, furniture, furnishings, equipment, and fixtures, the City shall have the option to claim the ownership thereof or to remove same and restore the demised premises as set forth above at the expense of Lessee. Said expense shall also include consideration for the additional time Lessee or its improvements occupy the premises beyond the termination date and disallow the City's total utilization of the premises pursuant to its ownership of the property.

In the event of a termination by City of this Lease because of Lessee's failure to faithfully perform the terms and conditions of this Lease, the City may accept cash or other satisfactory security for the amount of its costs, expense, loss and damage accruing from Lessee's failure to perform and thereupon the Lessee shall have the right to remove the said improvements.

33. Incorporation of Prior Agreements and Amendments: This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification.

34. Severability: The invalidity of any provision of this Lease as determined by a Court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

35. Construed Pursuant to California Law: The parties hereto agree that the

provisions of this Lease will be construed pursuant to the laws of the State of California.

36. Venue: If either Lessee or City initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. Lessee hereby waives any rights he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

37. Covenants and Conditions: Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

38. Captions: The use of Paragraph headings in this Lease is solely for convenience, and they shall be wholly disregarded in the construction of this Lease.

39. Time of Essence: Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first herein above written.

CITY OF PORTERVILLE

LESSEE

By: _____
Martha A. Flores, Mayor

By:  _____
Kevin Taggard

ATTEST:

By: _____
Patrice Hildreth, City Clerk

APPROVED AS TO FORM:

By: _____
Julia M. Lew, City Attorney

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

A	B	C	34	D	E	F
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33

32A B C

31C

31A 31B

30B

30A1 30A2 30A3

47

50



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Financial Status Report

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 March 31, 2024, are submitted.

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

ATTACHMENTS: 1. Quarterly Financial Status Reports as of March 31, 2024

Appropriated/Funded:

Review By:

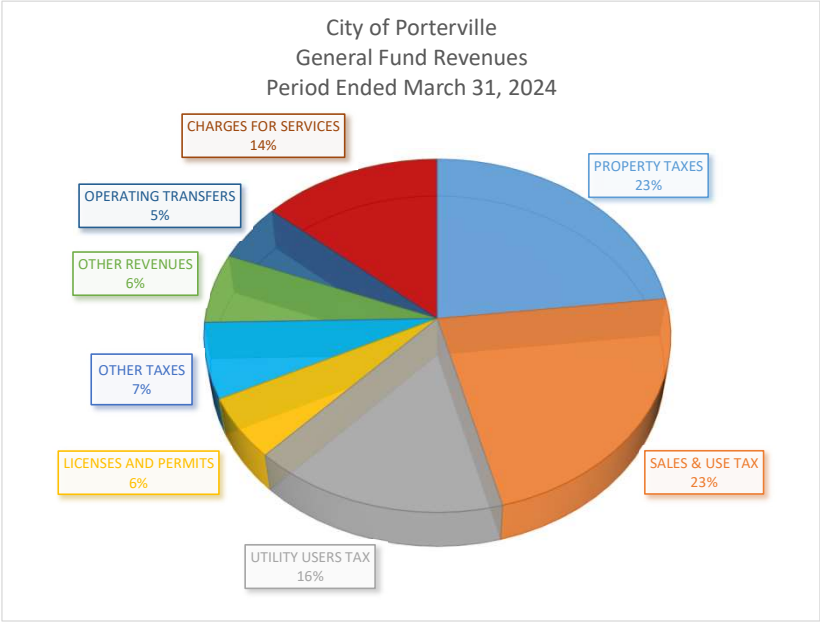
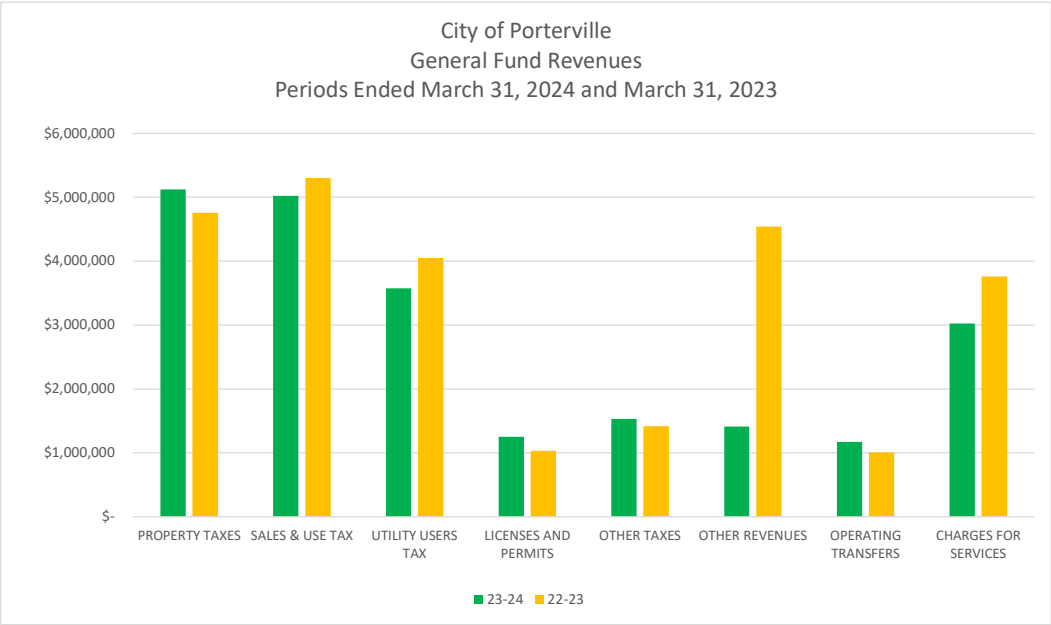
Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

CITY OF PORTERVILLE

**REVENUE STATUS REPORT - GENERAL FUND
FOR THE PERIODS ENDED
MARCH 31, 2024 AND MARCH 31, 2023**

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	\$ 5,122,826	57.11%	\$ 8,373,700	\$ 4,755,200	56.79%
OTHER TAXES:						
SALES AND USE TAX	8,390,000	4,747,179	56.58%	8,361,626	5,004,618	59.85%
UTILITY USERS TAX	5,700,000	3,573,769	62.70%	4,600,000	4,050,156	88.05%
TRANSIENT OCCUPANCY TAX	785,000	383,946	48.91%	840,000	422,107	50.25%
PROPERTY TRANSFER TAX	100,000	67,349	67.35%	120,000	65,101	54.25%
FRANCHISE TAX	1,841,134	835,799	45.40%	1,661,134	852,965	51.35%
SALES TAX - PUBLIC SAFETY	400,000	276,134	69.03%	300,000	296,789	98.93%
PAYMENT IN LIEU OF TAXES	676,084	156,513	23.15%	-	-	-
LICENSES AND PERMITS:						
BUSINESS AND OTHER LICENSES	1,055,000	788,283	74.72%	511,300	556,031	108.75%
CONSTRUCTION PERMITS	655,000	460,630	70.33%	750,000	474,616	63.28%
REVENUE FROM AGENCIES-TAXES:						
VEHICLE LICENSE FEES	65,000	77,388	119.06%	68,000	64,219	94.44%
OTHER TAXES	21,000	10,430	49.67%	22,000	10,523	47.83%
REVENUE FROM AGENCIES-GRANTS	13,646,311	62,422	0.46%	167,538	3,915,423	2337.04%
USE OF MONEY AND PROPERTY	622,920	896,991	144.00%	304,000	417,203	137.24%
FINES AND FORFEITURES	24,500	11,570	47.22%	32,500	19,311	59.42%
CHARGES FOR SERVICES:						
PLANNING AND ENGINEERING	123,000	82,286	66.90%	123,000	119,916	97.49%
POLICE	505,000	290,296	57.48%	351,500	173,000	49.22%
FIRE	66,500	146,376	220.11%	40,500	33,537	82.81%
LIBRARY	12,000	13,767	114.73%	10,000	9,121	91.21%
RECREATIONAL	300,521	340,080	113.16%	3,098,755	1,379,892	44.53%
INTERDEPARTMENTAL	2,500,000	2,092,809	83.71%	2,600,000	1,983,915	76.30%
OTHER	77,454	58,720	75.81%	48,636	59,790	122.93%
OTHER REVENUES	153,000	437,769	286.12%	71,000	188,817	265.94%
SUBTOTALS	\$ 46,689,424	\$ 20,933,332	44.84%	\$ 32,455,189	\$ 24,852,250	76.57%
OPERATING TRANSFERS	1,404,053	890,821	63.45%	1,502,140	856,670	57.03%
DEBT SERVICE TRANSFERS	195,300	140,152	71.76%	269,264	150,730	55.98%
TOTALS	\$ 48,288,777	\$ 21,964,305	45.49%	\$ 34,226,593	\$ 25,859,650	75.55%

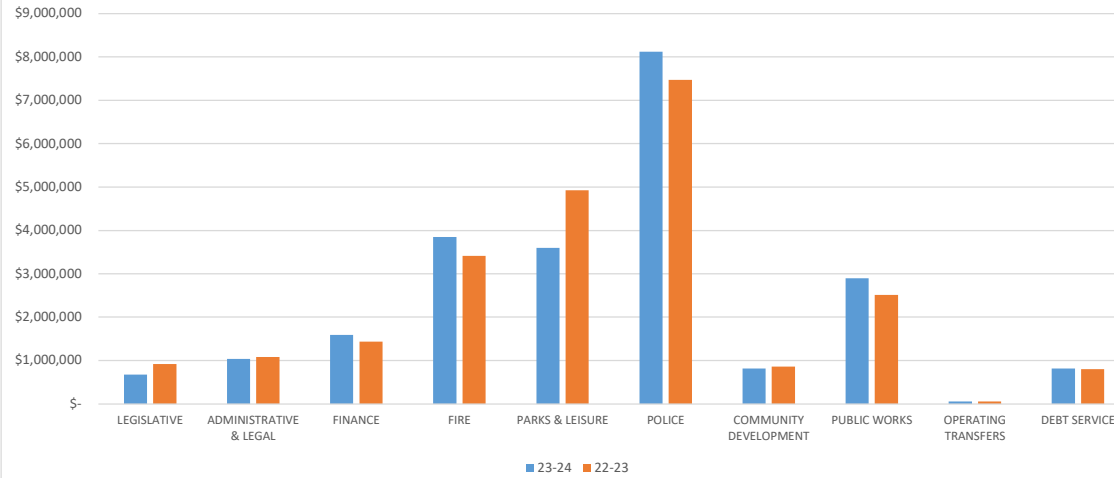


CITY OF PORTERVILLE

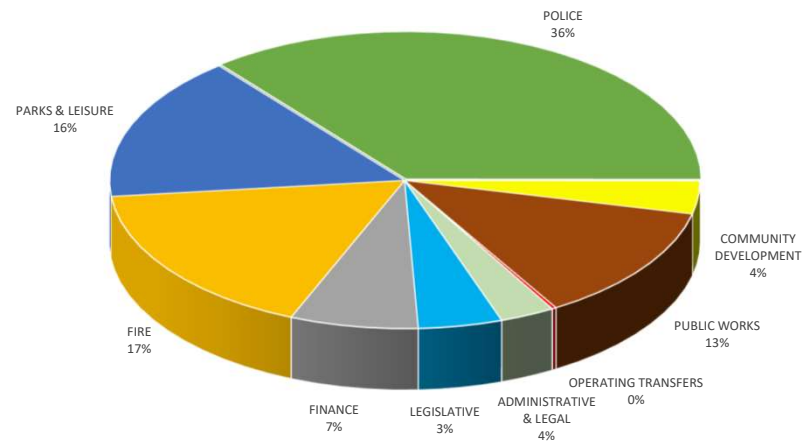
**EXPENDITURE STATUS REPORT - GENERAL FUND
FOR THE PERIODS ENDED
MARCH 31, 2024 AND MARCH 30, 2023**

	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	\$ 95,123	32.9%	\$ 222,917	\$ 188,574	84.6%
COMMUNITY PROMOTION	344,333	219,135	63.6%	330,952	153,265	46.3%
EMERGENCY - LIBRARY	272,900	137,666	50.4%	336,105	136,015	40.5%
EMERGENCY - STORMS	135,700	227,807	167.9%	-	442,496	-
ADMINISTRATIVE & LEGAL:						
CITY MANAGER	487,770	366,183	75.1%	398,209	339,293	85.2%
CITY CLERK	328,130	239,175	72.9%	243,704	257,125	105.5%
HUMAN RESOURCES	458,284	370,152	80.8%	435,747	409,961	94.1%
CITY ATTORNEY	200,000	64,226	32.1%	225,000	71,857	31.9%
FINANCE:						
FINANCE & ACCOUNTING	1,340,386	929,495	69.3%	1,194,568	791,303	66.2%
INFORMATION SERVICES	678,928	413,266	60.9%	683,476	401,176	58.7%
ADMINISTRATIVE SERVICES	376,694	244,232	64.8%	323,154	244,929	75.8%
POLICE PROTECTION	12,166,426	8,122,856	66.8%	10,958,716	7,468,370	68.2%
FIRE PROTECTION	5,035,134	3,849,096	76.4%	4,661,381	3,415,650	73.3%
COMMUNITY DEVELOPMENT:						
PLANNING & ZONING	808,063	484,944	60.0%	742,784	513,818	69.2%
ECONOMIC DEVELOPMENT	528,208	332,059	62.9%	493,042	344,862	69.9%
PUBLIC WORKS:						
ENGINEERING & BUILDING	1,985,770	1,604,922	80.8%	1,687,371	1,314,425	77.9%
STREET MAINTENANCE	665,102	475,452	71.5%	546,410	463,453	84.8%
SIGNALS, SIGNING & STRIPING	391,661	226,902	57.9%	301,459	275,326	91.3%
STREET LIGHTING	637,951	473,891	74.3%	539,518	346,709	64.3%
STORM DRAINS	95,474	60,223	63.1%	92,585	56,015	60.5%
PARKING LOTS	86,951	55,118	63.4%	68,209	56,345	82.6%
PARKS & LEISURE:						
PARK MAINTENANCE & OPERATION	2,789,869	2,009,033	72.0%	2,624,504	1,977,886	75.4%
STREET TREES & PARKWAYS	304,479	166,980	54.8%	234,169	170,391	72.8%
COMMUNITY CENTERS	-	-	-	96,217	956	1.0%
LEISURE SERVICES	440,937	293,506	66.6%	392,434	317,355	80.9%
LEISURE SERVICES - SPECIAL PROG	449,336	452,374	100.7%	2,953,842	1,820,698	61.6%
SWIMMING POOL	258,832	150,416	58.1%	173,950	136,743	78.6%
LIBRARY OPERATIONS	873,445	510,299	58.4%	825,889	468,516	56.7%
SPECIAL PROJECTS	37,955	15,915	41.9%	36,506	27,039	74.1%
SUB TOTALS	32,467,668	22,590,447	69.6%	31,822,818	22,610,551	71.1%
OPERATING TRANSFERS	79,000	51,750	65.5%	79,000	51,750	65.5%
DEBT SERVICE	1,626,622	817,314	50.2%	1,596,469	802,033	50.2%
	\$ 34,173,290	\$ 23,459,511	68.6%	\$ 33,498,287	\$ 23,464,334	70.0%

City of Porterville
General Fund Expenditures
Periods Ended March 31, 2024 and March 31, 2023



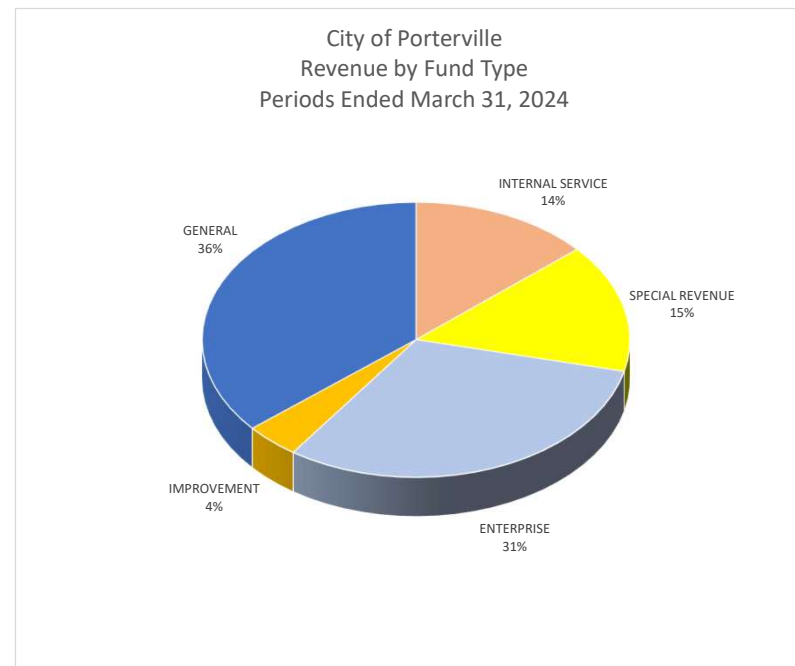
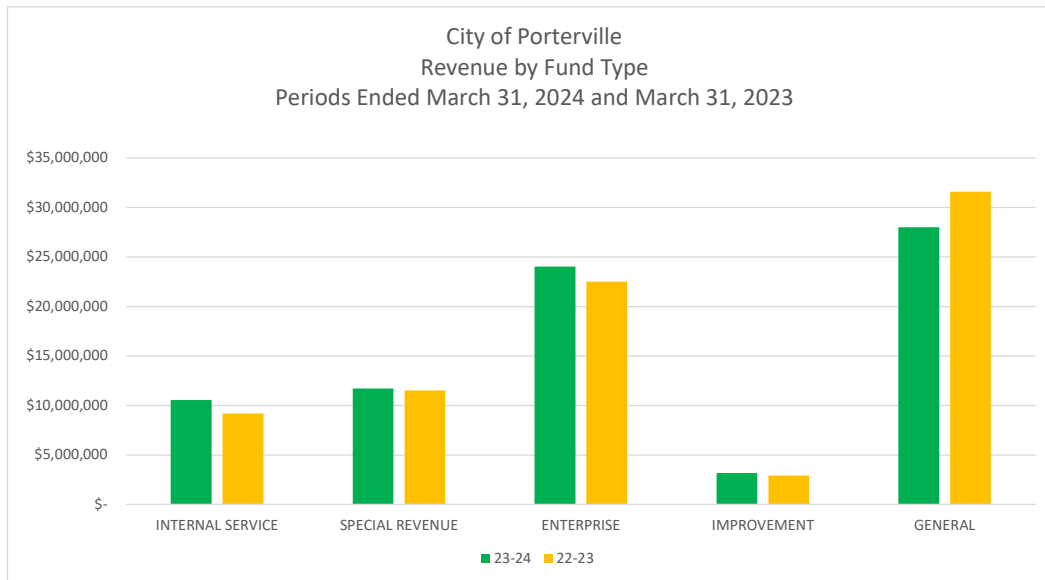
City of Porterville
General Fund Expenditures
Period Ended March 31, 2024



CITY OF PORTERVILLE

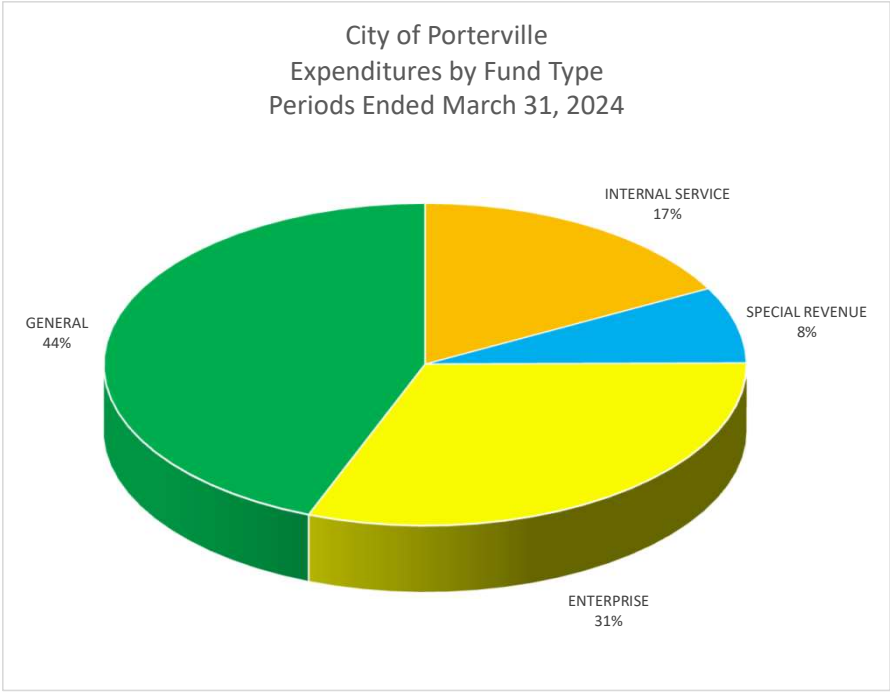
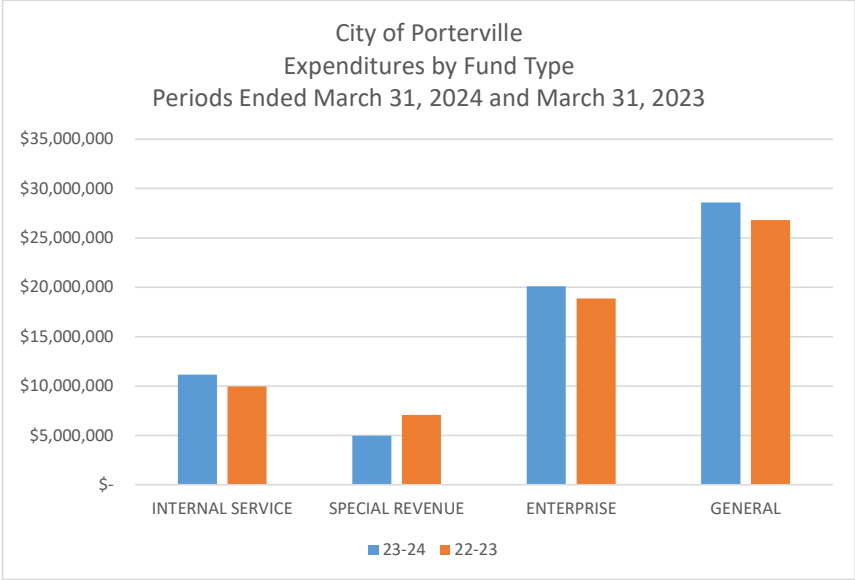
**REVENUE STATUS REPORT - ALL OTHER FUNDS
FOR THE PERIODS ENDED
MARCH 31, 2024 AND MARCH 31, 2023**

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	\$ 3,451,198	62.9%	\$ 5,460,597	\$ 3,317,730	60.8%
MEASURE I SALES TAX	10,974,000	7,082,757	64.5%	10,741,776	6,731,328	62.7%
AMERICAN RESCUE PLAN ACT	8,308,913	2,583,016	31.1%	11,113,000	2,989,463	26.9%
SPECIAL GAS TAX	4,704,338	3,003,024	63.8%	4,757,438	2,710,988	57.0%
LOCAL TRANSPORTATION FUNDS (LTF)	27,290,500	1,406,039	5.2%	32,849,952	1,256,819	3.8%
TRAFFIC SAFETY FUND	101,000	52,146	51.6%	100,200	(559)	-
ZALUD ESTATE	6,800	3,841	56.5%	5,650	5,966	105.6%
COMMUNITY DEVELOPMENT BLOCK GRANT	3,170,500	172,733	5.4%	1,851,488	319,133	17.2%
SPECIAL SAFETY GRANTS	906,071	539,391	59.5%	781,539	399,299	51.1%
SEWER OPERATING	7,444,900	6,224,578	83.6%	7,378,925	5,659,585	76.7%
REFUSE REMOVAL	6,991,600	6,114,872	87.5%	6,636,466	5,165,049	77.8%
AIRPORT OPERATIONS	1,708,810	1,253,307	73.3%	2,081,500	1,200,495	57.7%
GOLF COURSE	250,600	233,970	93.4%	220,900	164,606	74.5%
WATER OPERATING	13,645,000	10,207,895	74.8%	13,246,005	10,317,647	77.9%
RISK MANAGEMENT	9,159,250	6,852,110	74.8%	7,533,016	5,883,017	78.1%
EQUIPMENT MAINTENANCE	4,739,200	3,678,472	77.6%	3,854,200	3,304,994	85.8%
LANDSCAPE MAINTENANCE DISTRICT	177,000	98,936	55.9%	132,682	76,518	57.7%
WATER REPLACEMENT	4,012,000	1,110,721	27.7%	4,540,000	845,627	18.6%
SOLID WASTE RESERVE	961,168	803,259	83.6%	953,070	713,774	74.9%
SEWER REVOLVING	433,000	446,156	103.0%	447,898	453,878	101.3%
TRANSPORTATION DEVELOPMENT	210,000	155,518	74.1%	295,000	180,014	61.0%
PARK DEVELOPMENT	50,100	28,997	57.9%	1,805,100	41,114	2.3%
TREATMENT PLANT RESERVE	1,010,870	841,289	83.2%	992,240	908,119	91.5%
STORM DRAIN DEVELOPMENT	230,000	231,189	100.5%	320,000	212,723	66.5%
BUILDING CONSTRUCTION	2,000	3,957	197.9%	1,000	2,214	221.4%
TOTALS	\$ 111,973,120	\$ 56,579,371	50.5%	\$ 118,099,642	\$ 52,859,541	44.8%



CITY OF PORTERVILLE
EXPENDITURE STATUS REPORT - ALL OTHER FUNDS
FOR THE PERIODS ENDED
MARCH 31, 2024 AND MARCH 30, 2023

	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	\$ 3,535,441	71.1%	\$ 4,457,666	\$ 3,491,063	78.3%
MEASURE I SALES TAX	8,353,246	6,003,330	71.9%	5,881,050	4,187,724	71.2%
AMERICAN RESCUE PLAN ACT	996,454	483,371	48.5%	2,866,987	2,800,413	97.7%
ZALUD ESTATE	39,480	29,274	74.1%	31,855	27,574	86.6%
COMMUNITY DEVELOPMENT BLOCK GRANT	451,464	95,764	21.2%	190,459	174,867	91.8%
SPECIAL SAFETY GRANTS	1,039,625	704,818	67.8%	793,549	457,049	57.6%
SEWER OPERATING	6,299,829	4,794,855	76.1%	6,820,260	4,585,529	67.2%
REFUSE REMOVAL	7,427,270	5,716,840	77.0%	6,999,034	5,281,704	75.5%
AIRPORT	1,604,969	1,086,811	67.7%	1,767,875	1,038,723	58.8%
GOLF COURSE	562,003	412,053	73.3%	500,496	397,083	79.3%
WATER OPERATING	12,284,741	8,060,726	65.6%	9,454,882	7,522,558	79.6%
RISK MANAGEMENT	9,665,230	7,828,990	81.0%	9,340,626	6,588,750	70.5%
EQUIPMENT MAINTENANCE	4,751,272	3,328,493	70.1%	3,802,800	3,377,513	88.8%
LANDSCAPE MAINTENANCE DISTRICT	239,870	155,373	64.8%	222,738	130,351	58.5%
TOTALS	\$ <u>58,687,617</u>	\$ <u>42,236,139</u>	72.0%	\$ <u>53,130,277</u>	\$ <u>40,060,901</u>	75.4%



CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE H
For the Periods Ended March 31, 2024 and March 31, 2023

	<u>FY 2023-24</u>	<u>FY 2022-23</u>
REVENUES		
Sales Tax - Measure H	\$ 3,287,161	3,267,844
Interest	95,320	45,204
Police Services	1,672	2,282
Police Cost Recoveries	67,045	-
Contributions	-	2,400
TOTAL REVENUES	<u>3,451,198</u>	<u>3,317,730</u>
EXPENDITURES		
Police Department	1,388,322	1,438,076
Fire Department	1,574,129	1,593,791
Public Safety Station	181,091	147,280
Library & Literacy	391,899	311,916
TOTAL EXPENDITURES	<u>3,535,441</u>	<u>3,491,063</u>
CAPITAL PROJECTS		
Animal Shelter	-	41,705
Fire Department Classroom/Training	546,719	
TOTAL CAPITAL PROJECTS	<u>546,719</u>	<u>41,705</u>
REVENUE OVER/(UNDER) EXPENDITURES	\$ <u><u>(630,962)</u></u>	\$ <u><u>(215,038)</u></u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE I
For the Periods Ended March 31, 2024 and March 31, 2023

	<u>FY 2023-24</u>	<u>FY 2022-23</u>
REVENUES		
Sales Tax - Measure I	\$ 6,577,986	\$ 6,524,122
Sales Tax - Measure R	62,390	-
Interest	441,588	207,000
Police Services	793	206
TOTAL REVENUES	<u>7,082,757</u>	<u>6,731,328</u>
EXPENDITURES		
Police Department	3,127,040	2,527,602
Fire Department	2,621,624	1,549,158
Streets Program	95,389	71,330
Litter Abatement Program	159,277	39,634
TOTAL EXPENDITURES	<u>6,003,330</u>	<u>4,187,724</u>
CAPITAL PROJECTS		
AC Pavement Repair/Overlay	197,396	248,913
Fire Dept Classroom/Training	-	20,434
Fire Dept Training Grounds Dev	414,530	-
Fire Dept Engine Replacement	428,844	-
Fire Dept Ladder Truck Replacement	843,952	-
Fire Station Remodel/Additions	131,601	188,893
Grand Ave Connection between 4th and Henrahan	-	(1,250)
Medians Restoration Project	-	1,574
Montgomery Ave Reconstruction - Jaye to H	-	1,721
Morton Ave Reconstruction	77,666	-
Pavement Management Program	-	4,018
PD Evidence Storage Facilities	-	35,260
Villa St Reconstruction - Olive to Henderson	18,440	17,365
TOTAL CAPITAL PROJECTS	<u>2,112,430</u>	<u>516,928</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>\$ (1,033,003)</u>	<u>\$ 2,026,676</u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - ENTERPRISE FUNDS
For the Periods Ended March 31, 2024 and March 31, 2023

<u>FUND</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>3/31/2024 NET OPERATING PROFIT (LOSS)</u>	<u>3/31/2023 NET OPERATING PROFIT (LOSS)</u>
Zalud Estate	\$ 3,841	\$ (29,274)	\$ (25,433)	\$ (21,608)
Sewer Operating	\$ 6,224,578	\$ (4,794,854)	\$ 1,429,724	\$ 1,074,056
Solid Waste	\$ 6,114,872	\$ (5,716,841)	\$ 398,031	\$ (116,655)
Airport	\$ 1,253,307	\$ (1,086,811)	\$ 166,496	\$ 161,771
Golf	\$ 233,970	\$ (412,053)	\$ (178,083)	\$ (232,477)
Water Operating	\$ 10,207,894	\$ (8,060,726)	\$ 2,147,168	\$ 2,795,089



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Quarterly Investment Portfolio

SOURCE: Finance

COMMENT: This report reflects the investment portfolio of the City as of March 31, 2024, and is in compliance with California Government Code Section 27000, etc., Section 53600, etc., and the City of Porterville 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 - March 31, 2024

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

CITY OF PORTERVILLE
PORTFOLIO SUMMARY AS OF MARCH 31, 2024

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1006	LOCAL AGENCY INVESTMENT FUND \$	9,204,632	\$ 9,204,632	4.300%	DAILY	DAILY	1
1104	CSJVRMA INVESTMENT FUND	7,474,977	7,374,404	1.950%	DAILY	DAILY	30
866	TULARE COUNTY INVESTMENT POOL	10,076,586	10,076,586	3.510%	DAILY	DAILY	30
CA-01-0026	CALIFORNIA CLASS	15,003,735	15,003,735	5.433%	DAILY	DAILY	1
	CORNERSTONE MAIN PARTNERS, L.P.	2,778,511	2,778,511	2.400%	12/12/2018	11/30/2038	5,357
3134GXF74	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	994,280	3.625%	7/26/2022	7/26/2024	117
3134GXP81	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	993,430	3.820%	8/30/2022	8/28/2024	150
3134GXX66	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	999,130	4.250%	9/23/2022	9/23/2024	176
3130ATFL6	FEDERAL HOME LOAN BANKS	1,000,000	996,610	4.600%	9/30/2022	9/30/2024	183
3130AQRM7	FEDERAL HOME LOAN BANKS	1,000,000	968,240	1.550%	2/25/2022	2/25/2025	331
3134GYL42	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	1,000,980	5.550%	3/1/2023	2/28/2025	334
3130B0GH6	FEDERAL HOME LOAN BANKS	1,000,000	998,450	5.375%	3/14/2024	3/14/2025	348
3130ARQ95	FEDERAL HOME LOAN BANKS	1,000,000	979,830	3.030%	4/29/2022	4/28/2025	393
3130AS2Q1	FEDERAL HOME LOAN BANKS	1,000,000	980,990	3.150%	5/23/2022	5/23/2025	418
3134GXUC6	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	983,380	3.400%	5/27/2022	5/23/2025	418
3134GXF66	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	987,410	4.000%	8/1/2022	8/1/2025	488
3130ASU98	FEDERAL HOME LOAN BANKS, STEP-UF	1,000,000	989,810	4.000%	8/25/2022	8/25/2025	512
3135GACV1	FEDERAL NATIONAL MORTGAGE ASSO	1,000,000	985,670	4.000%	8/30/2022	8/28/2025	515
3130ATG35	FEDERAL HOME LOAN BANKS	1,000,000	999,370	5.000%	10/17/2022	10/17/2025	565
3130AY2T2	FEDERAL HOME LOAN BANKS	1,000,000	998,860	5.600%	12/26/2023	12/26/2025	635
3130AYBL9	FEDERAL HOME LOAN BANKS STEP UP	1,000,000	999,360	5.250%	12/26/2023	12/26/2025	635
3130BOFU8	FEDERAL HOME LOAN BANKS	1,000,000	1,000,330	5.450%	3/14/2024	12/30/2025	639
3133ENR77	FEDERAL FARM CREDIT BANKS	1,000,000	996,510	4.920%	10/12/2022	1/12/2026	652
3130AQJJ3	FEDERAL HOME LOAN BANKS	1,000,000	945,970	1.250%	1/26/2022	1/26/2026	666
3130AYP59	FEDERAL HOME LOAN BANKS	1,000,000	991,350	5.500%	1/26/2024	1/26/2026	666
3130AKXB7	FEDERAL HOME LOAN BANKS	2,000,000	1,852,660	0.580%	3/18/2021	2/11/2026	682
3130ALGJ7	FEDERAL HOME LOAN BANKS	975,000	905,112	1.000%	3/23/2021	3/23/2026	722
3133EMUK6	FEDERAL FARM CREDIT BANKS	1,000,000	929,020	1.050%	3/25/2021	3/25/2026	724
3130ALS62	FEDERAL HOME LOAN BANKS, STEPUP	1,000,000	935,910	0.750%	3/30/2021	3/30/2026	729
3130AM3R1	FEDERAL HOME LOAN BANKS	1,000,000	926,230	1.000%	4/29/2021	4/29/2026	759
3134GXXF6	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	969,610	3.500%	6/28/2022	6/26/2026	817
3130ASD71	FEDERAL HOME LOAN BANKS	1,000,000	969,840	3.200%	6/29/2022	6/29/2026	820
3130ANM64	FEDERAL HOME LOAN BANKS	1,000,000	915,950	1.000%	8/26/2021	8/26/2026	878
3130ANUN8	FEDERAL HOME LOAN BANKS	2,000,000	1,829,200	1.040%	9/21/2021	9/21/2026	904
3130ANUX6	FEDERAL HOME LOAN BANKS	1,000,000	915,370	1.100%	9/28/2021	9/28/2026	911
3133ENN89	FEDERAL FARM CREDIT BANKS	2,000,000	1,987,180	4.870%	9/28/2022	9/28/2026	911
3130APCH6	FEDERAL HOME LOAN BANKS	1,000,000	915,860	1.125%	9/29/2021	9/29/2026	912
3130APDK8	FEDERAL HOME LOAN BANKS	1,000,000	916,740	1.100%	9/30/2021	9/30/2026	913
3130APCX1	FEDERAL HOME LOAN BANKS	1,000,000	918,750	1.250%	10/26/2021	10/26/2026	939
3130APDQ5	FEDERAL HOME LOAN BANKS	1,000,000	919,910	1.250%	10/28/2021	10/28/2026	941
3130APG82	FEDERAL HOME LOAN BANKS	1,000,000	926,580	0.850%	11/2/2021	10/28/2026	941
3130APTJ4	FEDERAL HOME LOAN BANKS	1,000,000	917,840	1.250%	11/24/2021	11/24/2026	968
3130APU37	FEDERAL HOME LOAN BANKS	1,000,000	919,080	1.300%	11/24/2021	11/24/2026	968
3130AQ7F4	FEDERAL HOME LOAN BANKS	1,500,000	1,377,525	1.600%	12/30/2021	12/30/2026	1,004
3130AQ5Q2	FEDERAL HOME LOAN BANKS	2,000,000	1,831,000	1.500%	12/30/2021	12/30/2026	1,004
3133ENNG1	FEDERAL FARM CREDIT BANKS	2,000,000	1,851,840	1.860%	2/8/2022	2/8/2027	1,044
3130AQRH8	FEDERAL HOME LOAN BANKS	1,000,000	929,140	2.000%	2/25/2022	2/25/2027	1,061
3130ARA76	FEDERAL HOME LOAN BANKS	2,000,000	1,871,660	2.250%	3/30/2022	3/30/2027	1,094
3130ARU74	FEDERAL HOME LOAN BANKS	1,000,000	963,800	3.375%	5/17/2022	5/17/2027	1,142
3130ARUX7	FEDERAL HOME LOAN BANKS	1,000,000	974,310	3.750%	5/19/2022	5/19/2027	1,144
3133EN3Y4	FEDERAL FARM CREDIT BANKS	1,000,000	1,000,040	5.330%	12/14/2022	6/14/2027	1,170
3130ASD63	FEDERAL HOME LOAN BANKS	1,000,000	958,900	3.250%	6/28/2022	6/28/2027	1,184
3130ASFQ7	FEDERAL HOME LOAN BANKS	1,000,000	976,570	4.000%	6/29/2022	6/29/2027	1,185
3130ASPE3	FEDERAL HOME LOAN BANKS	1,000,000	984,930	4.300%	7/28/2022	7/28/2027	1,214
3133ENL32	FEDERAL FARM CREDIT BANKS	1,000,000	976,930	4.230%	9/8/2022	9/8/2027	1,256
3134GX3K8	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	998,150	5.250%	10/20/2022	10/20/2027	1,298
3130AV6T4	FEDERAL HOME LOAN BANKS	1,000,000	1,004,460	5.750%	3/27/2023	3/27/2028	1,457
3134H1EP4	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	999,480	5.350%	10/17/2023	9/29/2028	1,643
3130AYUU8	FEDERAL HOME LOAN BANKS	1,000,000	997,120	5.750%	2/28/2024	2/20/2029	1,787
48133DN55	JP MORGAN CHASE FINL CO	2,000,000	1,981,920	4.050%	7/29/2022	7/29/2024	120
13605WWW7	CANADIAN IMPERIAL BANK	1,000,000	958,320	2.500%	4/28/2020	4/10/2025	375
89236TKC8	TOYOTA MOTOR CRD CORP	1,000,000	985,870	3.950%	9/8/2022	6/30/2025	456
17298CK64	CITIGROUP INC	1,000,000	937,060	1.000%	8/28/2020	8/28/2025	515
06748XQR5	BARCLAYS BANK	1,000,000	977,060	4.500%	9/12/2022	3/12/2026	711

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
89114TK84	TORONTO DOMINION BANK	2,000,000	1,791,500	1.050%	6/16/2021	3/16/2026	715
06368EWM0	BANK OF MONTREAL	2,000,000	1,819,600	1.220%	3/17/2021	3/17/2026	716
06048WV56	BANK OF AMERICA	1,000,000	968,770	4.000%	5/5/2022	5/5/2026	765
17290A3E8	CITIGROUP INC	1,000,000	903,600	1.250%	7/1/2021	7/1/2026	822
90279GH44	UBS	1,000,000	984,300	5.650%	7/31/2023	7/31/2026	852
38150AHV0	GOLDMAN SACHS GROUP INC	1,000,000	901,580	1.400%	9/30/2021	9/30/2026	913
06048WZ29	BANK OF AMERICA CORP	1,000,000	999,030	6.000%	10/20/2022	10/20/2027	1,298
78014RKF6	ROYAL BANK OF CANADA	1,000,000	993,140	5.450%	1/18/2023	1/18/2028	1,388
61766YMT5	MORGAN STANLEY FIN	1,000,000	969,260	5.150%	1/20/2023	1/20/2028	1,390
25161FUC0	DEUTSCHE BANK	1,000,000	994,120	5.150%	2/13/2024	2/13/2029	1,780
14042RSH5	CERTIFICATE OF DEPOSIT	245,000	243,689	3.300%	6/29/2022	7/1/2024	92
15118RRHS	CERTIFICATE OF DEPOSIT	249,000	245,407	1.850%	8/30/2019	8/30/2024	152
938828BM1	CERTIFICATE OF DEPOSIT	249,000	245,561	2.000%	8/30/2019	8/30/2024	152
98970LC43	CERTIFICATE OF DEPOSIT	243,000	243,189	5.400%	3/31/2023	9/27/2024	180
23204HLJ5	CERTIFICATE OF DEPOSIT	250,000	248,902	4.500%	10/26/2022	10/28/2024	211
12547CAK4	CERTIFICATE OF DEPOSIT	250,000	248,780	4.600%	2/24/2023	2/24/2025	330
654062LB2	CERTIFICATE OF DEPOSIT	250,000	247,615	4.100%	9/28/2022	3/28/2025	362
02589AC34	CERTIFICATE OF DEPOSIT	250,000	243,738	2.550%	4/17/2022	4/7/2025	372
32022RRW9	CERTIFICATE OF DEPOSIT	250,000	243,723	3.050%	7/25/2022	7/25/2025	481
06740KQZ3	CERTIFICATE OF DEPOSIT	250,000	244,528	3.300%	7/27/2022	7/28/2025	484
20825WAZ3	CERTIFICATE OF DEPOSIT	249,000	243,719	3.400%	8/15/2022	8/15/2025	502
795451CD3	CERTIFICATE OF DEPOSIT	240,000	234,677	3.350%	8/24/2022	8/25/2025	512
06168LAB4	CERTIFICATE OF DEPOSIT	244,000	241,121	4.150%	10/12/2022	10/14/2025	562
693963AB6	CERTIFICATE OF DEPOSIT	249,000	246,201	4.200%	10/14/2022	10/14/2025	562
178180GQ2	CERTIFICATE OF DEPOSIT	244,000	243,739	4.850%	11/9/2022	11/10/2025	589
05580AM92	CERTIFICATE OF DEPOSIT	248,000	237,914	2.750%	4/22/2022	4/22/2026	752
60425SKA6	CERTIFICATE OF DEPOSIT	249,000	246,886	4.400%	4/24/2023	4/24/2026	754
86158RBA6	CERTIFICATE OF DEPOSIT	249,000	248,544	4.700%	6/30/2023	6/30/2026	821
02007GWJ8	CERTIFICATE OF DEPOSIT	246,000	237,274	3.150%	7/21/2022	7/21/2026	842
682325DH5	CERTIFICATE OF DEPOSIT	250,000	250,385	4.800%	4/6/2023	10/6/2026	919
87165FE42	CERTIFICATE OF DEPOSIT	249,000	227,038	1.100%	11/12/2021	11/12/2026	956
07181JAU8	CERTIFICATE OF DEPOSIT	249,000	250,845	5.000%	11/22/2022	11/23/2026	967
14042TEH6	CERTIFICATE OF DEPOSIT	249,000	227,464	1.250%	12/8/2021	12/8/2026	982
89235MMH1	CERTIFICATE OF DEPOSIT	249,000	227,447	1.250%	12/9/2021	12/9/2026	983
052392CH8	CERTIFICATE OF DEPOSIT	248,000	249,632	4.950%	12/16/2022	12/16/2026	990
25844MAN8	CERTIFICATE OF DEPOSIT	247,000	245,229	4.400%	1/18/2023	1/19/2027	1,024
856285F63	CERTIFICATE OF DEPOSIT	246,000	227,427	1.800%	1/31/2022	2/1/2027	1,037
70962LBE1	CERTIFICATE OF DEPOSIT	249,000	229,137	1.700%	2/18/2022	2/18/2027	1,054
011852AD2	CERTIFICATE OF DEPOSIT	248,000	248,367	4.700%	3/8/2027	3/8/2027	1,072
02589ABQ4	CERTIFICATE OF DEPOSIT	245,000	227,250	2.000%	3/9/2022	3/9/2027	1,073
39573LDA3	CERTIFICATE OF DEPOSIT	245,000	227,799	2.100%	3/15/2022	3/15/2027	1,079
58404DNW7	CERTIFICATE OF DEPOSIT	248,000	235,166	2.800%	4/29/2022	4/29/2027	1,124
254673D94	CERTIFICATE OF DEPOSIT	246,000	236,069	3.200%	5/18/2022	5/19/2027	1,144
07371CGY0	CERTIFICATE OF DEPOSIT	246,000	234,561	3.000%	6/15/2022	6/9/2027	1,165
38150VCG2	CERTIFICATE OF DEPOSIT	246,000	234,504	3.000%	6/15/2022	6/15/2027	1,171
50625LBN2	CERTIFICATE OF DEPOSIT	249,000	239,182	3.250%	6/15/2022	6/15/2027	1,171
472312AA5	CERTIFICATE OF DEPOSIT	249,000	250,113	4.700%	6/29/2023	6/29/2027	1,185
88413QDN5	CERTIFICATE OF DEPOSIT	245,000	235,656	3.300%	8/19/2022	8/19/2027	1,236
89789AAG2	CERTIFICATE OF DEPOSIT	248,000	249,562	4.700%	3/10/2023	9/10/2027	1,258
32022RSY4	CERTIFICATE OF DEPOSIT	249,000	240,243	3.400%	9/14/2022	9/14/2027	1,262
52470QBV5	CERTIFICATE OF DEPOSIT	249,000	241,042	3.500%	9/23/2022	9/23/2027	1,271
530520AB1	CERTIFICATE OF DEPOSIT	249,000	249,015	4.400%	1/17/2023	1/17/2028	1,387
30191MAJ6	CERTIFICATE OF DEPOSIT	249,000	248,597	4.300%	3/27/2024	3/27/2028	1,457
61690U4M9	CERTIFICATE OF DEPOSIT	250,000	250,475	4.400%	4/20/2023	4/20/2028	1,481
00224TAP1	CERTIFICATE OF DEPOSIT	249,000	250,985	4.550%	4/28/2023	4/28/2028	1,489
67054NBJ1	CERTIFICATE OF DEPOSIT	249,000	255,897	4.700%	5/30/2023	5/30/2028	1,521
29669XAT5	CERTIFICATE OF DEPOSIT	248,000	254,852	5.000%	9/20/2023	9/20/2028	1,634
00782JAC6	CERTIFICATE OF DEPOSIT	248,000	254,889	5.000%	9/27/2023	9/27/2028	1,641
1204	CERTIFICATE OF DEPOSIT	249,000	249,000	4.000%	4/24/2023	4/24/2025	389
1282	CERTIFICATE OF DEPOSIT	250,000	250,000	4.760%	6/21/2023	6/21/2025	447
1283	CERTIFICATE OF DEPOSIT	250,000	250,000	4.690%	5/12/2023	6/12/2024	73
1285	CERTIFICATE OF DEPOSIT	250,000	250,000	3.900%	4/29/2023	4/29/2028	1,490
1286	CERTIFICATE OF DEPOSIT	250,000	250,000	4.950%	6/25/2023	6/25/2025	451
1303	CERTIFICATE OF DEPOSIT	250,000	250,000	1.100%	4/16/2021	4/16/2024	16
1309	CERTIFICATE OF DEPOSIT	249,000	249,000	1.800%	2/14/2022	2/14/2027	1,050
1311	CERTIFICATE OF DEPOSIT	250,000	250,000	3.200%	6/23/2022	6/23/2027	1,179
1314	CERTIFICATE OF DEPOSIT	249,000	249,000	2.000%	7/21/2022	7/20/2024	111
1316	CERTIFICATE OF DEPOSIT	263,679	263,679	2.750%	10/6/2022	4/6/2024	6
1317	CERTIFICATE OF DEPOSIT	249,000	249,000	4.500%	12/13/2022	12/13/2027	1,352

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1324	CERTIFICATE OF DEPOSIT	249,000	249,000	4.250%	1/11/2024	1/11/2029	1,747
1328	CERTIFICATE OF DEPOSIT	249,000	249,000	4.365%	3/25/2024	3/25/2029	1,820
1330	CERTIFICATE OF DEPOSIT	248,960	248,960	3.200%	5/24/2019	5/24/2024	54
1331	CERTIFICATE OF DEPOSIT	249,000	249,000	3.100%	5/7/2019	5/7/2024	37
1332	CERTIFICATE OF DEPOSIT	249,000	249,000	3.200%	6/4/2019	6/4/2024	65
1334	CERTIFICATE OF DEPOSIT	250,000	250,000	3.050%	7/31/2019	7/31/2024	122
1335	CERTIFICATE OF DEPOSIT	249,000	249,000	2.810%	9/11/2019	9/11/2024	164
1336	CERTIFICATE OF DEPOSIT	249,000	249,000	2.800%	9/17/2019	9/17/2024	170
1337	CERTIFICATE OF DEPOSIT	249,000	249,000	2.700%	11/1/2019	11/1/2024	215
1338	CERTIFICATE OF DEPOSIT	273,792	273,792	2.720%	10/15/2019	10/15/2024	198
1339	CERTIFICATE OF DEPOSIT	269,459	269,459	2.250%	12/26/2019	12/26/2024	270
1340	CERTIFICATE OF DEPOSIT	249,000	249,000	2.400%	12/5/2019	12/5/2024	249
1341	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/8/2020	1/8/2025	283
1342	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/17/2020	1/17/2025	292
1343	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/24/2020	1/24/2025	299
1344	CERTIFICATE OF DEPOSIT	249,000	249,000	1.100%	11/18/2023	10/18/2024	201
1345	CERTIFICATE OF DEPOSIT	256,871	256,871	3.150%	6/9/2022	6/9/2027	1,165
1346	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	6/21/2022	6/21/2027	1,177
1347	CERTIFICATE OF DEPOSIT	249,000	249,000	3.320%	7/21/2022	7/21/2027	1,207
1348	CERTIFICATE OF DEPOSIT	249,000	249,000	3.200%	7/20/2022	7/20/2027	1,206
1349	CERTIFICATE OF DEPOSIT	249,000	249,000	3.100%	8/30/2022	3/1/2026	700
1350	CERTIFICATE OF DEPOSIT	249,000	249,000	3.800%	10/28/2022	10/28/2025	576
1351	CERTIFICATE OF DEPOSIT	249,000	249,000	4.500%	11/28/2022	11/28/2024	242
1352	CERTIFICATE OF DEPOSIT	249,000	249,000	4.650%	11/28/2023	11/28/2024	242
1353	CERTIFICATE OF DEPOSIT	249,000	249,000	5.150%	12/12/2022	12/12/2027	1,351
1354	CERTIFICATE OF DEPOSIT	249,000	249,000	4.000%	12/22/2022	12/22/2025	631
1355	CERTIFICATE OF DEPOSIT	249,000	249,000	4.850%	2/2/2024	2/2/2025	308
1356	CERTIFICATE OF DEPOSIT	249,000	249,000	4.700%	4/3/2023	4/3/2026	733
1357	CERTIFICATE OF DEPOSIT	249,000	249,000	4.200%	4/12/2023	4/12/2028	1,473
1358	CERTIFICATE OF DEPOSIT	249,000	249,000	4.140%	4/25/2023	4/25/2027	1,120
1359	CERTIFICATE OF DEPOSIT	249,000	249,000	5.000%	6/16/2023	6/16/2025	442
1360	CERTIFICATE OF DEPOSIT	249,000	249,000	4.400%	6/2/2023	6/1/2028	1,523
1361	CERTIFICATE OF DEPOSIT	249,000	249,000	4.950%	9/13/2023	4/13/2025	378
1362	CERTIFICATE OF DEPOSIT	249,000	249,000	4.750%	2/13/2024	2/13/2029	1,780
1364	CERTIFICATE OF DEPOSIT	249,000	249,000	4.000%	3/1/2024	3/1/2028	1,431
TOTALS		\$ 146,437,202	\$ 142,822,451				
WEIGHTED AVERAGE RATE OF EARNINGS					% OF LIQUID		WEIGHTED
ONE YEAR HISTORY				CURRENT	PORTFOLIO		AVERAGE
3/31/2023	6/30/2023	9/30/2023	12/31/2023	3/31/2024	HOLDINGS		DAYS TO
2.988%	3.187%	3.347%	3.480%	3.430%	28.517%		MATURITY
							671

Comments:

Portfolio holdings as of March 31, 2024, are in compliance with the current Investment Policy. With 28.517% 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 second calendar quarter ending June 30, 2024, and will be presented during the August 6, 2024 Council meeting.



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Authorization of Street Closure for Military Banner Ceremony

SOURCE: Parks and Leisure Services

COMMENT: The City's annual Military Banner Ceremony is scheduled for Friday, May 24, 2024, from 12:00 PM to 2:00 PM. The event will take place in Centennial Park, 296 N. Main Street, across from City Hall. The ceremony will recognize fifty (50) individuals who will have banners installed in their honor for the 2024 display period of the Military Banner Program. In support of this event, it is requested that the City Council approve a temporary closure of Main Street between Thurman Avenue and Cleveland Avenue. This application has been reviewed by all involved City departments and staff comments are included for the Council's consideration.

RECOMMENDATION: That the City Council authorize the temporary closure of Main Street between Thurman Avenue and Cleveland Avenue for the Military Banner Ceremony on May 24, 2024, from 9:00 AM to 3:00 PM.

ATTACHMENTS:

1. Civic Event - Military Banner Ceremony
2. Traffic Control Diagram
3. Amplifier Permit

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager

CITY OF PORTERVILLE

Internal Community Civic Event Application

For events primarily sponsored and organized by City Departments

Applications must be submitted for review at least 30 days prior to the event



APPLICANT DETAILS

First Name

Amy

Last Name

Graybehl

Department

Parks & Leisure

EVENT DETAILS

Name of Event

Military Banner Ceremony

Date

5/24/24

Location

Centennial Park

Description of Event

Ceremony to recognize the 2024 honorees from the Military Banner Program

Affiliated Organization(s)

N/A

Will food/ product be sold?

☐

Yes

☒

No

Will alcoholic beverages be served?

☐

Yes

☒

No

CITY SERVICES

Select the City services required for the event and provide a brief description if applicable.

☒	Amplified Noise Permit	(If selected, please complete Amplified Noise Permit form)
☐	Assembly Permit	Description
☐	Traffic Safety Equipment (delineators, cones, etc.)	Description
☐	Parks Facility Application	Description
☐	Police Assistance	Description
☐	Refuse Pickup	Description
☒	Street/Parking Lot/ Sidewalk Closures	Main Street between Thurman Avenue and Cleveland Avenue
☐	Street Sweeping	Description
☐	Other	Description

STAFF COMMENTS

List special requirements or conditions for the event.

Administrative Services

No comment

Community Development

Engineering & Project Mangement

Finance

Fire Department

If there is to be a large tent erected, please ensure it has the proper fire resistant tag affixed and is properly anchored as required by the Building Division. Permits may be required prior to installation and the rental company should be properly licensed to operate in the City.

Parks & Leisure Services

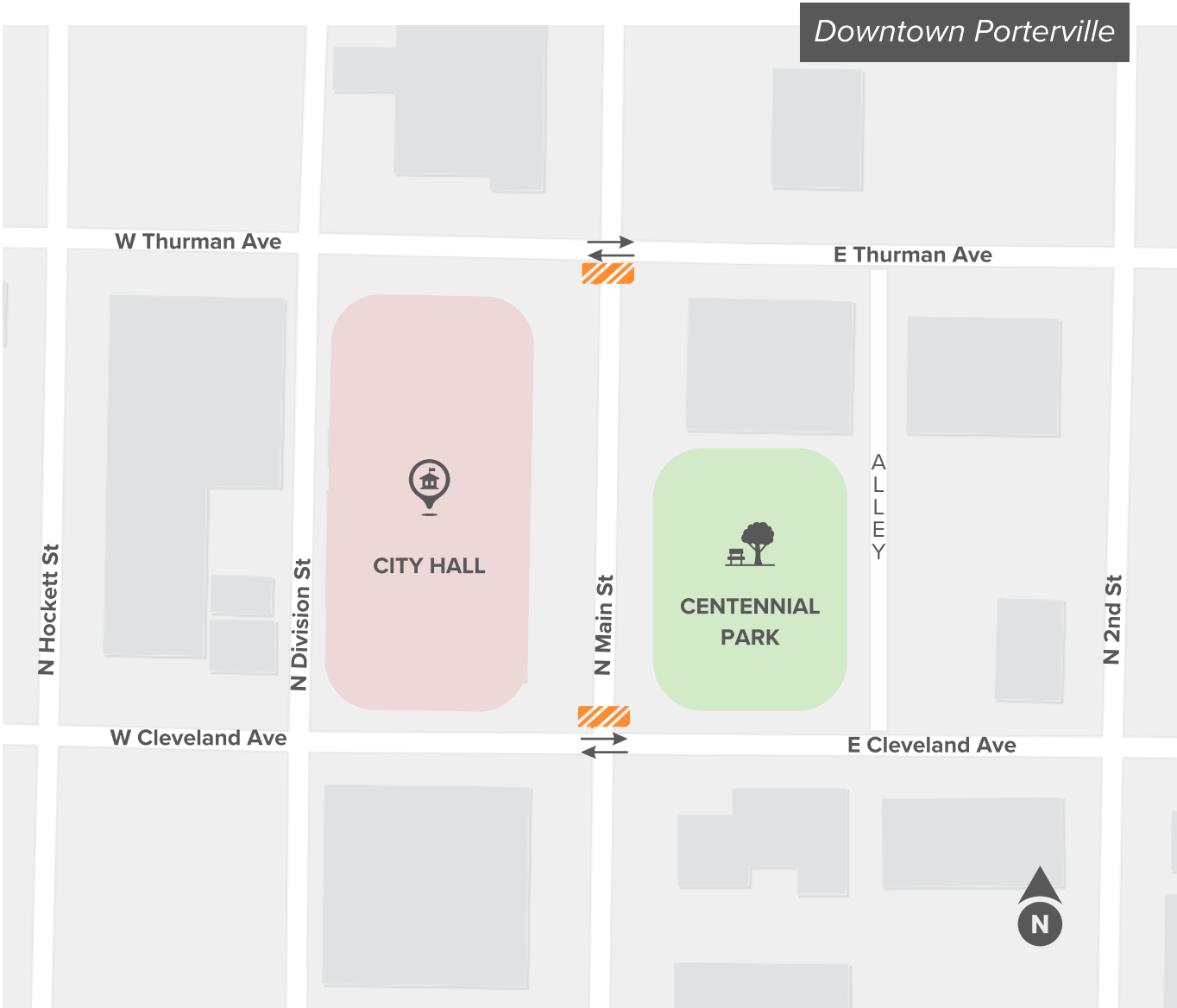
No comment

Police Department

Suggested use of water barricades/ patrol cars at the blocked intersections.

Public Works

Traffic Control Diagram
Military Banner Ceremony
May 24, 2024



Barricades

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: Amy Graybehl, 15 E. Thurman Ave., Suite A
- 2 Address where amplification equipment is to be used: Centennial Park, 296 N. Main St.
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Parks & Leisure Services
- 4 Type of event for which amplification equipment will be used: Ceremony
- 5 Dates and hours of operation of amplification equipment: May 24, 2024; 9:00 AM- 2:00 PM
- 6 A general description of the sound amplifying equipment to be used: PA system

[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.

Amy Graybehl

Signature of Applicant

Digitally signed by Amy Graybehl
Date: 2024.04.16 07:52:21 -07'00'

4/16/2024

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 Azevedo

City of Porterville, Chief of Police/Designee

Digitally signed by Mark Azevedo
Date: 2024.04.25 17:31:20 -07'00'

04/25/24

Date



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Approval of Community Civic Event - Tulare County Junior Livestock Show and Community Fair - Porterville Fair - May 15-19, 2024

SOURCE: Finance

COMMENT: The Tulare County Jr. Livestock Show and Community Fair is requesting approval to set up this year's carnival on the City's ten (10) acre site adjacent to the fairgrounds during the annual Porterville Fair, from Wednesday, May 15, 2024 to Sunday, May 19, 2024.

At its meeting on April 15, 2014, the City Council approved the Fair Board's request to allow patrons of the fair to purchase and consume alcoholic beverages outside the established adult refreshment area (beer garden), authorizing the Police Chief to work directly with the Fair. Exhibit B incorporates the conditions and requirements of the Porterville Police Department for the establishment of a beer garden and the sale and consumption of alcoholic beverages inside and outside the confines of the beer garden.

This request is submitted in accordance with the Community Civic Event Ordinance No. 1326, as amended. The application has been routed according to Ordinance regulations and reviewed by all the City Departments involved. All requirements 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 from the Tulare County Jr. Livestock Show and Community Fair, to hold the Porterville Fair from May 15 to May 19, 2024, 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 Outside Amplifier Permit

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

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: Porterville Fair Event date: May 15-19, 2024
Event time: 5/15 & 5/16 5p-11p, 5/17 5p-12a,
5/18 2p-12a, 5/19 2p-11p

Name of Event: Porterville Fair

Sponsoring organization: Porterville Fair Phone # (559) 781-6582

Address: 2700 W. Teapot Dome Ave., Porterville, CA 93257

Authorized representative: Susie Godfrey Phone # (559) 781-6582

Address: 2700 W. Teapot Dome Ave., Porterville, CA 93257

Event chairperson: Mitch Brown, Board President Phone # (559) 333-2994

Location of event 2700 W. Teapot Dome Ave., Porterville, CA 93257

(Location map must be attached)

Description of event: Community Fair

To provide a venue of community entertainment as well as a showplace for local businesses, civic groups, and youth groups. To provide an avenue for local community groups to participate in community service and to do these things in a professional and businesslike manner.

Purpose of event: community service and to do these things in a professional and businesslike manner.

Non-profit organization status: 501(c)3

(IRS Determination)

City services requested (fees associated with these services will be billed separately):

Barricades (quantity): (20) Street sweeping Yes No X

Police protection Yes No Refuse pickup Yes X No

Other:

Parks facility application required: Yes No X Attached

Assembly permit required: Yes No X 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 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 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)*

 Authorized Representative Initial

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 to the permit. Claims-made policies are not acceptable.

*Fraternal Order of Eagles-Kenny Brown (559) 783-3149

N/A 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.

 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.

 Authorized Representative Initials

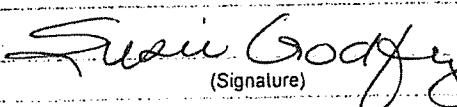
Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment 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.

 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. 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.

Porterville Fair

(Name of Organization)


(Signature)

April 11, 2024

(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 TO BE HELD ON PUBLIC PROPERTY

Name of event: Porterville Fair

Sponsoring organization: Porterville Fair

Location: 2700 W. Teapot Dome Ave., Porterville, CA 93257 Event date: May 15-19, 2024 Event time: 5/15 & 5/16 5p-11p
5/17 5 p 12 a, 5/18 2p-12a
5/19 2p-11p

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.

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

Sponsoring organization: Porterville Fair

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

4 of 4



Hwy. 65

Requirements for Community Civic Event
Tulare County Jr. Livestock
Porterville Fair
May 15-17, 2024

City Engineer: <i>D. Cervantez</i>	No comments.
Community Development Director: <i>C. Calderon</i>	No comments.
Public Works Director: <i>M. Knight</i>	No comments.
Fire Marshal: <i>C. Dignam</i>	Standard comments from Fire for access, ride inspections, fire extinguishers, tarps and canopies, cooking facilities, etc. Inspections shall be arranged with the Fire Department prior to opening to the public. Please see Exhibit C.
Parks and Leisure Services Director: <i>D. Moore</i>	No comments.
Police Lieutenant: <i>A. Acevedo</i>	Please see Exhibit B.
Administrative Service Director: <i>Y. Andrade</i>	1. A certificate of insurance as evidence \$3M in commercial general liability coverage from the fair, with the City of Porterville named as an additional insured. The certificate must have the appropriate endorsement page attached; 2. A certificate of insurance as Evidence of \$5M in commercial general liability coverage from the carnival ride vendor, with the City of Porterville named as an additional insured. The certificate must have the appropriate endorsement page attached. Please note, the above requirements must be included in writing as part of the Agreement/ Civic Event application.

Field Services Superintendent:
B. Spry

Fair organizers will need to contact the Field Services office to coordinate trash pickup.

Field Services Superintendent – Streets:
J. Baeza

Street department will deliver 20 barricades to the fairgrounds on May 13,2024.

Requirements for Community Civic Event

Sponsor: Tulare County Jr. Livestock
Event: Porterville Fair
Event Chairman: Mitch Brown
Location: 2700 W. Teapot Dome, Porterville Ca
Date of Event: May 15-19, 2024

RISK MANAGEMENT: Conditions of Approval

That the Tulare County Jr. Livestock provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$3,000,000 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 Certificate of Liquor Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence and having the appropriate Endorsement naming the City of Porterville, its Officers, Officials, Employees, Agents, and Volunteers as Additional Insured for bodily injury and property damage, including without limitation, blanket contractual Liability arising from, or in connection with, the Permittee's operation of a beer garden;

The carnival vendor provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$5,000,000 per occurrence, and having the appropriate Endorsement form naming the City of Porterville as an additional insured.

- 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

Community Civic Event Application

Porterville Fair- May 15-19, 202

Proposed Conditions/Requirements

- A Beer Garden shall be established as the primary location for the sales and consumption of alcoholic beverages. A minimum of two (2) security guards shall be assigned to control the Beer Garden while it is in operation. No persons under the age of 21 shall be allowed to enter the Beer Garden, and no alcoholic beverages shall leave the Beer Garden except by patrons wearing authorized wristbands, or on carts authorized for the sales of alcoholic beverages in other designated areas of the fairgrounds.
- Patrons wishing to purchase and consume alcohol inside or outside the confines of the Beer Garden must have an authorized wristband clearly displayed on one wrist in order to purchase and consume alcoholic beverages.
- Alcoholic beverages may only be purchased, possessed or consumed in certain areas when outside the confines of the Beer Garden. At no time shall alcoholic beverages be possessed or consumed within the area designated as "Kiddy Land" or areas set aside for the entertainment of small children.
- Porterville Fair officials shall have been granted a temporary license to sell alcohol from the California Department of Alcoholic Beverage Control.
- Porterville Fair officials will meet with Porterville Police Department Lieutenant Ortiz (559-782-7400) to coordinate and schedule appropriate number of law enforcement officers to provide security, police the fairgrounds, and ensure safety during the fair event.
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of the neighborhoods or businesses surrounding the area.
- Amplified music shall not continue after 12:00 midnight.
- Porterville Fair officials shall reserve "no less" than two (2) parking spaces for on-duty police vehicles "at" the front (main) entrance to the fair and the same amount at the rear entrance to the fair. This will guarantee the officers working the event will have immediate access to their vehicles to acquire equipment or detain/transport prisoners, and shall not detract from the number of similar spaces needed for the staging of emergency equipment and crews inside the fairgrounds.

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.

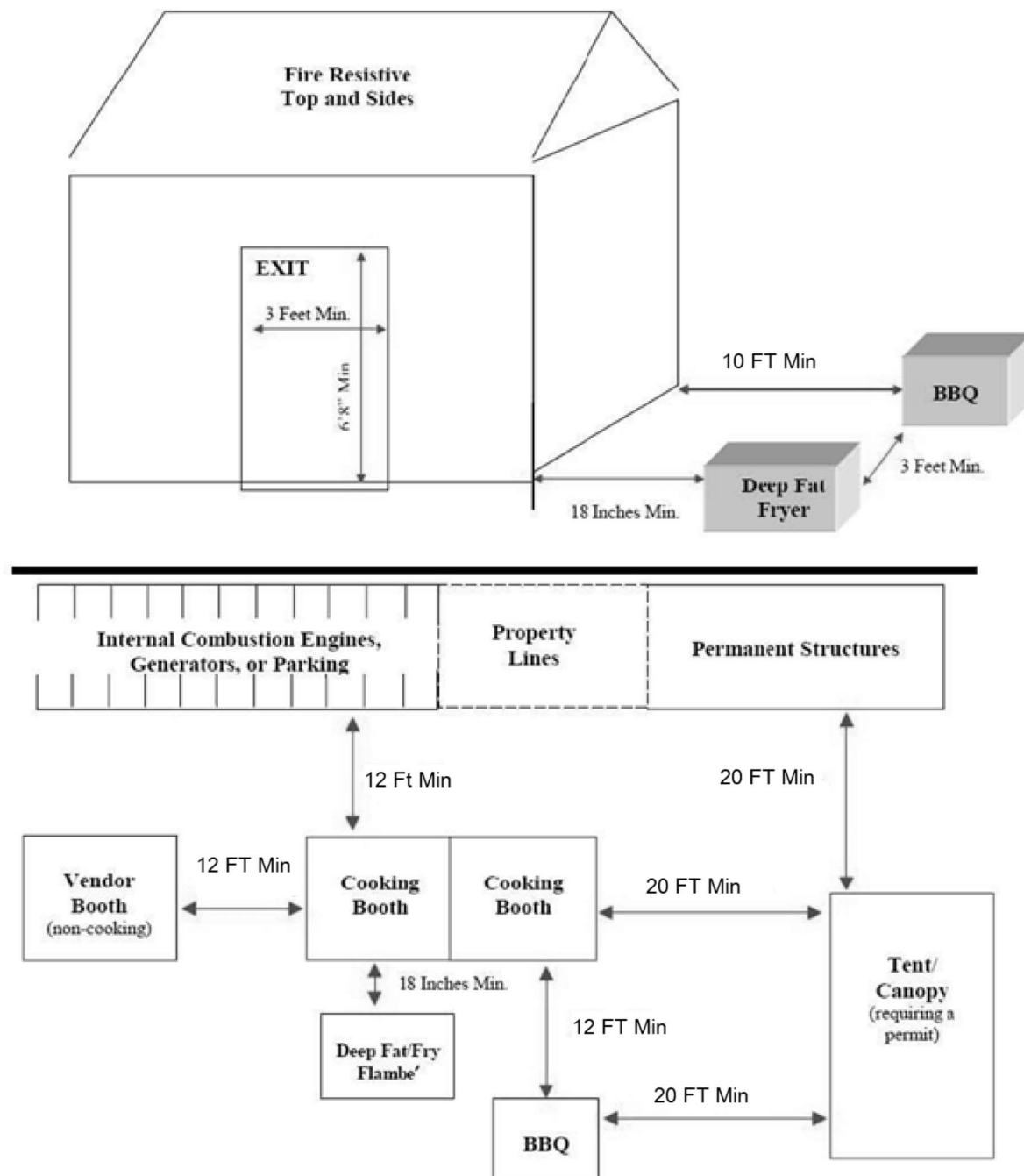
By signing below, I acknowledge that I have read and agree to comply with all requirements of this contract.

Signature _____ Date _____



PORTERVILLE FIRE DEPARTMENT

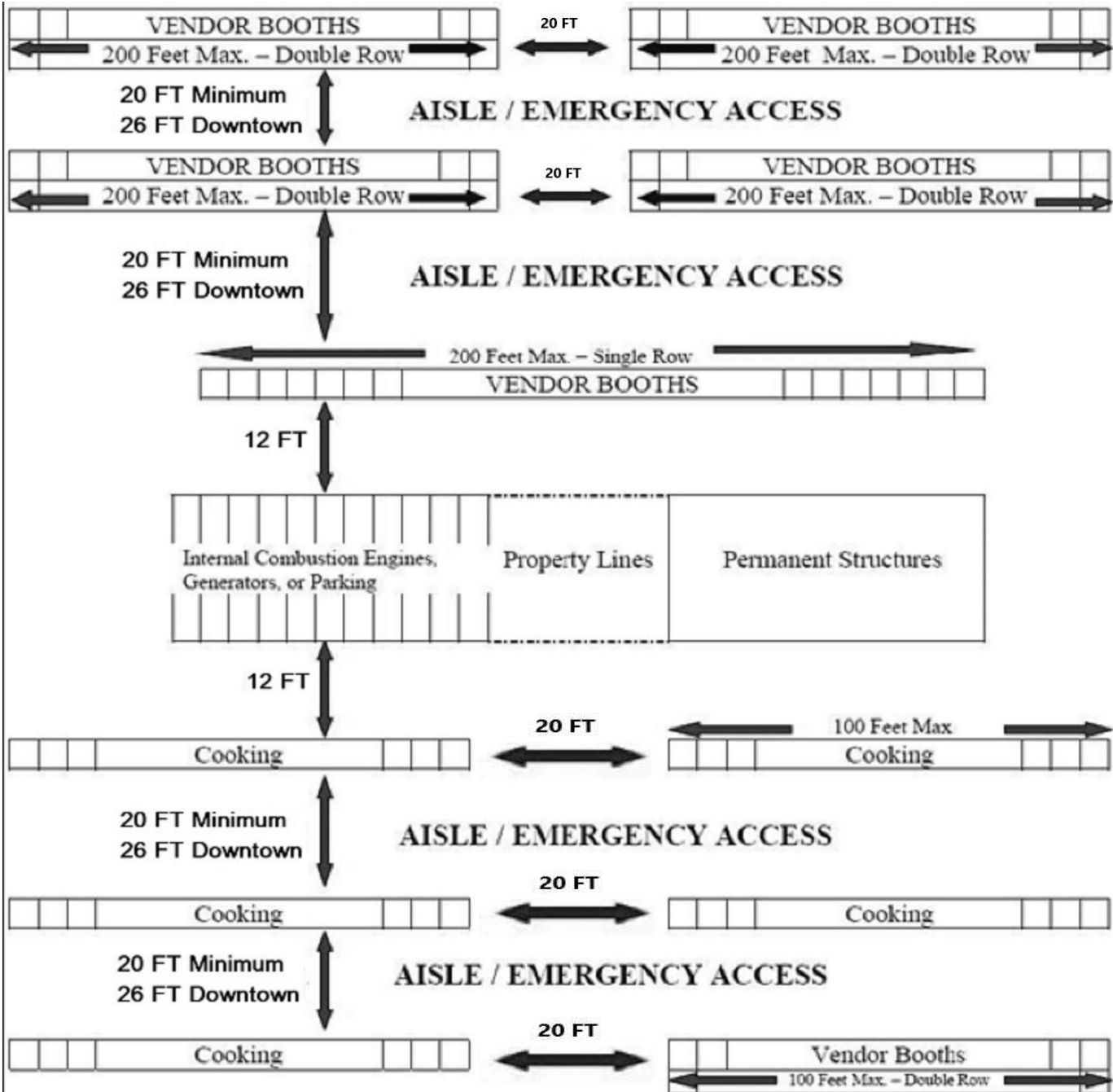
FIRE PREVENTION DIVISION





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*

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 Fair
2700 W. Teapot Dome Ave., Porterville, CA 93257
- 2 Address where amplification equipment is to be used: Same
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Butler Amusements PO Box 2210, Fairfield, CA 94583-0220
Rio Productions 1129 Batavia St., Tulare, CA 93274
- 4 Type of event for which amplification equipment will be used: Butler-Amusement Rides
Rio-Music on Rotary Stage Nightly
- 5 Dates and hours of operation of amplification equipment: May 15-19, 2024-No Later Than 12am (midnight)
- 6 A general description of the sound amplifying equipment to be used: Microphones, Speakers, Sound Amplification Equipment

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 of the occupants of nearby residences.

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 be by the council 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.

Russie Goddy
Signature of Applicant

April 11, 2024
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 Azevedo, Lieutenant
City of Porterville, Chief of Police/Designee

04/15/2024
Date

4/12/24

Regarding: Porterville Fair endorsement page for the City of Porterville.

Please note Butler Amusements Insurance re-news 5/1/24. A new CIO & endorsement pages will be provided upon renewal.

Per my conversation with Darren from our insurance company Insurica the endorsement page that the City is requesting will be provided once it is processed. The endorsement is not created in the Porterville office as is the COI so it usually takes up to a week to receive once requested.

Darren (559) 781-5200 would be more than happy to speak to Jasmine.

Carolyn



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Proposed Budget Calendar for Fiscal Year 2024-2025 and Scheduling of Study Session for May 14, 2024

SOURCE: City Manager's Office

COMMENT: Section 51 of the City Charter requires the submission, not later than thirty (30) days before the end of the fiscal year, of an estimate of the expenditures and revenues of the City's departments for the ensuing fiscal year. For City Council's consideration, please find attached the proposed budget calendar for the preparation and submission of the City's Annual Budget for the fiscal year 2024-2025.

In conjunction with the preparation of the budget, staff proposes to schedule the City Council's Priority Projects Study Session for Tuesday, May 14, 2024, beginning at 6:00 P.M., in Council Chambers.

RECOMMENDATION: That the City Council approve the proposed Budget Calendar and the scheduling of its Priority Projects Study Session for Tuesday, May 14, 2024, beginning at 6:00 P.M., in Council Chambers.

ATTACHMENTS: 1. Draft Fiscal Year 2024-2025 Budget Calendar

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, City Manager

**CITY OF PORTERVILLE
BUDGET CALENDAR
FY 2024-2025**

<u>Date</u>	<u>Task</u>	<u>Responsibility</u>
May 14	City Council study session (priority projects)	Council
May 16	TUTOC review of Measure H & Measure I proposed budget	CM
May 21	Preliminary budget completed	Finance
May 28	Preliminary budget approved by City Manager	CM
June 4	Preliminary budget presented to Council	Council
June 18	Final budget public hearing and approval by Council	Council



CITY COUNCIL AGENDA – MAY 7, 2024

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 April 16, 2024, the Council reviewed and acted to renew the emergency declaration. Staff continues to work with FEMA for resolution of the City's claims and will continue to work to identify a timeline and critical path forward.

Chronology:

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.

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 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 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. 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. Resolution No. 15-2023
15. Rescue Source & Rescue 3 Invoice: Water Rescue Equipment
16. Royal Restrooms Invoice: Mobile Shower-Restroom Units
17. Rain for Rent Pump Invoice
18. Mike Clark Trucking Invoice
19. TopKnotch Security, Inc. Agreement
20. Good Guard Security, Inc. Agreement
21. Municipal Code Chapter 9 - Civil Defense and Disaster
22. California Government Code 8558
23. Armory Daily Census

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, 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:

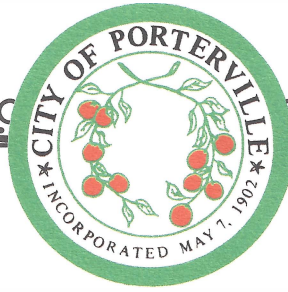
Fernando Gabriel-Moraga, Deputy City Clerk

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.

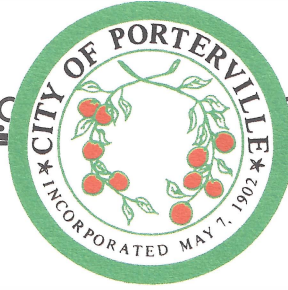
Jake Castellow
Chief of Police

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.

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue.

Jake Castellow

Chief of Police

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.

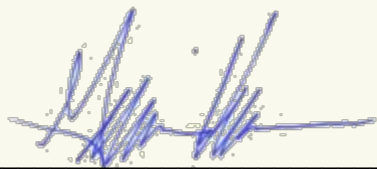
The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

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).

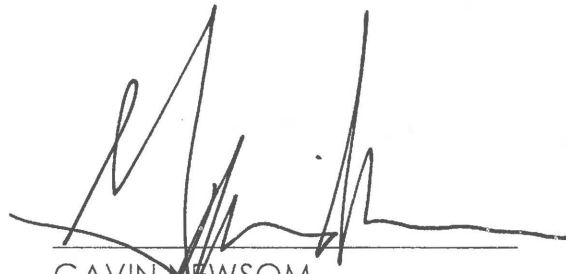
- f. The project proponent shall keep all repairs and construction to the minimum necessary to alleviate the emergency caused by the 2022- 2023 Winter Storm Events and limited to in-kind replacement or refurbishment of on-site features, although the project may undertake minor upgrading if bioremediation 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,



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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
----------------	------

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**

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.

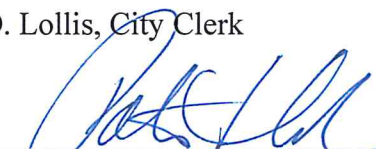
PASSED, APPROVED AND ADOPTED this 4th day of April, 2023.



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)

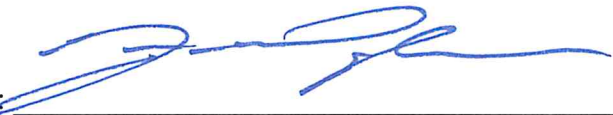
I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held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

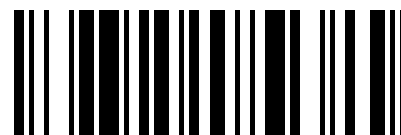
By: 
Fernando Gabriel-Moraga, Deputy City Clerk

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

A Regal Portable Restroom Experience

DATE: _____

INVOICE # 04-12-2023

FOR:

BILL TO: Portable Restrooms

Donnie Moore

dmoore@ci.porterville.ca.us

(559) 782-7539

1452 N. Vasco Road #101

Livermore, Ca 94551

Phone: 877.922.9980

Fax:(925) 337-8878

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.)

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
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
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
Thursday, November 2, 2023	24	1	3
Friday, November 3, 2023	22	1	3
Saturday, November 4, 2023	22	1	3
Sunday, November 5, 2023	19	1	3
Monday, November 6, 2023	23	1	3
Tuesday, November 7, 2023	27	1	3
Wednesday, November 8, 2023	22	1	3
Thursday, November 9, 2023	22	1	3
Friday, November 10, 2023	23	1	3
Saturday, November 11, 2023	21	1	3
Sunday, November 12, 2023	24	1	3
Monday, November 13, 2023	27	1	3
Tuesday, November 14, 2023	24	1	3
Wednesday, November 15, 2023	29	1	3
Thursday, November 16, 2023	29	0	3
Friday, November 17, 2023	25	0	3
Saturday, November 18, 2023	29	0	3

Sunday, November 19, 2023	29	0	3
Monday, November 20, 2023	29	0	3
Tuesday, November 21, 2023	29	0	3
Wednesday, November 22, 2023	29	0	3
Thursday, November 23, 2023	21	0	3
Friday, November 24, 2023	29	0	3
Saturday, November 25, 2023	27	0	3
Sunday, November 26, 2023	27	0	3
Monday, November 27, 2023	26	0	3
Tuesday, November 28, 2023	27	0	3
Wednesday, November 29, 2023	29	0	3
Thursday, November 30, 2023	27	0	3
Friday, December 1, 2023	22	0	3
Saturday, December 2, 2023	25	0	3
Sunday, December 3, 2023	25	0	3
Monday, December 4, 2023	20	0	3
Tuesday, December 5, 2023	25	0	3
Wednesday, December 6, 2023	30	0	3
Thursday, December 7, 2023	30	0	3
Friday, December 8, 2023	29	0	3
Saturday, December 9, 2023	25	0	3
Sunday, December 10, 2023	31	0	3
Monday, December 11, 2023	30	0	3
Tuesday, December 12, 2023	32	0	3
Wednesday, December 13, 2023	32	0	3
Thursday, December 14, 2023	35	0	3
Friday, December 15, 2023	30	0	3
Saturday, December 16, 2023	31	0	3
Sunday, December 17, 2023	29	0	3

Monday, December 18, 2023	26	0	3
Tuesday, December 19, 2023	25	1	3
Wednesday, December 20, 2023	31	0	3
Thursday, December 21, 2023	28	0	3
Friday, December 22, 2023	32	0	3
Saturday, December 23, 2023	29	0	3
Sunday, December 24, 2023	30	0	3
Monday, December 25, 2023	28	0	3
Tuesday, December 26, 2023	23	0	3
Wednesday, December 27, 2023	24	0	3
Thursday, December 28, 2023	28	0	3
Friday, December 29, 2023	23	0	3
Saturday, December 30, 2023	25	0	3
Sunday, December 31, 2023	28	0	3
Monday, January 1, 2024	24	0	3
Tuesday, January 2, 2024	24	0	3
Wednesday, January 3, 2024	29	0	3
Thursday, January 4, 2024	21	0	3
Friday, January 5, 2025	22	0	3
Saturday, January 6, 2024	32	0	3
Sunday, January 7, 2024	29	0	3
Monday, January 8, 2024	26	0	3
Tuesday, January 9, 2024	27	0	3
Wednesday, January 10, 2024	34	0	3
Thursday, January 11, 2024	33	0	3
Friday, January 12, 2025	36	0	3
Saturday, January 13, 2024	35	0	3
Sunday, January 14, 2024	34	0	3
Monday, January 15, 2024	39	0	3

Tuesday, January 16, 2024	38	0	4
Wednesday, January 17, 2024	33	0	4
Thursday, January 18, 2024	33	0	4
Friday, January 19, 2025	33	0	4
Saturday, January 20, 2024	36	0	4
Sunday, January 21, 2024	38	0	4
Monday, January 22, 2024	36	1	4
Tuesday, January 23, 2024	34	1	4
Wednesday, January 24, 2024	32	1	4
Thursday, January 25, 2024	38	1	4
Friday, January 26, 2025	35	1	4
Saturday, January 27, 2024	32	1	4
Sunday, January 28, 2024	36	1	4
Monday, January 29, 2024	34	1	4
Tuesday, January 30, 2024	40	1	5
Wednesday, January 31, 2024	36	1	5
Thursday, February 1, 2024	36	1	5
Friday, February 2, 2024	36	1	5
Saturday, February 3, 2024	27	1	5
Sunday, February 4, 2024	33	1	5
Monday, February 5, 2024	29	1	5
Tuesday, February 6, 2024	33	1	5
Wednesday, February 7, 2024	37	1	5
Thursday, February 8, 2024	34	1	5
Friday, February 9, 2024	37	0	5
Saturday, February 10, 2024	38	0	5
Sunday, February 11, 2024	39	0	5
Monday, February 12, 2024	35	0	5
Tuesday, February 13, 2024	38	0	5

Wednesday, February 14, 2024	37	0	5
Thursday, February 15, 2024	35	0	5
Friday, February 16, 2024	38	0	5
Saturday, February 17, 2024	40	0	5
Sunday, February 18, 2024	38	0	5
Monday, February 19, 2024	41	0	5
Tuesday, February 20, 2024	43	0	5
Wednesday, February 21, 2024	36	0	5
Thursday, February 22, 2024	39	0	5
Friday, February 23, 2024	36	0	5
Saturday, February 24, 2024	36	0	5
Sunday, February 25, 2024	38	0	5
Monday, February 26, 2024	37	0	5
Tuesday, February 27, 2024	41	0	5
Wednesday, February 28, 2024	41	0	9
Thursday, February 29, 2024	33	0	9
Friday, March 1, 2024	34	0	9
Saturday, March 2, 2024	33	0	9
Sunday, March 3, 2024	33	0	9
Monday, March 4, 2024	35	0	9
Tuesday, March 5, 2024	38	0	9
Wednesday, March 6, 2024	35	0	9
Thursday, March 7, 2024	36	0	9
Friday, March 8, 2024	37	0	9
Saturday, March 9, 2024	37	0	9
Sunday, March 10, 2024	41	0	9
Monday, March 11, 2024	41	0	9
Tuesday, March 12, 2024	42	0	9
Wednesday, March 13, 2024	40	0	9

Thursday, March 14, 2024	40	0	9
Friday, March 15, 2024	42	0	9
Saturday, March 16, 2024	39	0	9
Sunday, March 17, 2024	39	0	9
Monday, March 18, 2024	40	0	9
Tuesday, March 19, 2024	42	0	9
Wednesday, March 20, 2024	38	0	9
Thursday, March 21, 2024	35	0	9
Friday, March 22, 2024	37	0	9
Saturday, March 23, 2024	42	0	9
Sunday, March 24, 2024	42	0	9
Monday, March 25, 2024	41	0	9
Tuesday, March 26, 2024	41	0	9
Wednesday, March 27, 2024	44	0	9
Thursday, March 28, 2024	40	0	9
Friday, March 29, 2024	45	0	9
Saturday, March 30, 2024	46	0	9
Sunday, March 31, 2024	34	0	9
Monday, April 1, 2024	46	0	9
Tuesday, April 2, 2024	34	0	9
Wednesday, April 3, 2024	38	0	9
Thursday, April 4, 2024	38	0	9
Friday, April 5, 2024	31	0	9
Saturday, April 6, 2024	28	0	9
Sunday, April 7, 2024	33	0	9
Monday, April 8, 2024	38	0	9
Tuesday, April 9, 2024	41	0	9
Wednesday, April 10, 2024	39	0	9
Thursday, April 11, 2024	34	0	9

Friday, April 12, 2024	33	0	9
Saturday, April 13, 2024	38	0	9
Sunday, April 14, 2024	36	0	9
Monday, April 15, 2024	31	0	9
Tuesday, April 16, 2024	34	0	9
Wednesday, April 17, 2024	34	0	9
Thursday, April 18, 2024	33	0	9
Friday, April 19, 2024	29	0	9
Saturday, April 20, 2024	28	0	9
Sunday, April 21, 2024	29	0	9
Monday, April 22, 2024	28	0	9
Tuesday, April 23, 2024	28	0	9
Wednesday, April 24, 2024	28	0	9
Thursday, April 25, 2024	29	0	9
Friday, April 26, 2024	32	0	9
Saturday, April 27, 2024	30	0	9
Sunday, April 28, 2024	34	0	9
Monday, April 29, 2024	29	0	9
Tuesday, April 30, 2024	28	0	8
Wednesday, May 1, 2024	27	0	9



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Permanent Local Housing Allocation (PLHA) – Request for Proposals (RFP) Funding Recommendation and Amendment to 5-Year Plan

SOURCE: Community Development

COMMENT: On December 5, 2023, the Council authorized staff to distribute RFP 22/23-SR1957 for Permanent Local Housing Allocation (PLHA) program funds for year 1, year 2, and year 3, specifically for Navigation Center/Emergency/Bridge Housing and Permanent Supportive Housing (PSH) operations, and remaining Administration (up to 5%) for a total of \$292,545.48.

Of the RFP available funds, the City Council awarded PLHA funds in the amount of \$174,048.27 to the three respondents, at its February 20, 2024, meeting. Central California Family Crisis Center's application requested a total of \$94,973.53 for PSH Operations, and was awarded for only one proposal in the amount of \$54,973.53. The additional \$40,000 for PSH operations for a second project was not included in the initial funding recommendation as that project was not funded by HUD through the local Continuum of care competition and PLHA was requested as a match to the HUD funding. Since then, the project has been funded with HHAP 5 funding and CCFCC would like for the City to consider funding the initial request for \$40,000 less \$614 that was requested for admin, but is not available, for a total of \$39,386. If awarded, the amount of unsubscribed funds remaining for PSH Operations will be \$79,111.21.

Since PSH has been undersubscribed for the past two years and the need for emergency shelter has been greater than PSH, there is a need to amend the 5-Year PLHA plan to reduce the total available funding for PSH Operations and instead increase it for Emergency Housing Operations.

Re-allocations of more than 10% of funds among activities require an amendment of the Plan, with approval granted by the City Council at a publicly noticed public meeting, and final approval by HCD. The \$79,111.21 of unsubscribed funds plus the additional re-allocations for years 4 and 5 to avoid this issue for the remaining two years of the plan would together trigger an amendment to the approved 5-Year PLHA Plan.

Staff is proposing to amend the approved PLHA 5-Year Plan to address unsubscribed PSH funds for PLHA Years 2 and 3, and allocations per category for Years 4 and 5. The reallocation recommendation consists of a reduction of funds for PSH by 2% for Year 2, 11% for Year 3, and 10% for Years 4 and 5; an increase in funds for the Emergency and Bridge Housing category of 2% for

Year 2, 11% for Year 3, and 10% for Years 4, and 5.

RECOMMENDATION: That the City Council:

1. Award CCFCC in the amount of \$39,386, for a total of \$94,359.53 for Permanent Supportive Housing (PSH) Operations;
2. Hold a public hearing to receive public comment on the proposed 5-Year Plan Amendment & reallocation of funds; and
3. Adopt the draft resolution approving Amendment No. 2 to the Permanent Local Housing Allocation (PLHA) 5-Year and authorizing its transmittal to the California Department of Housing and Community Development.

ATTACHMENTS:

1. Draft Amendment No. 2 to PLHA 5-Year Plan_Final
2. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Acting Community Development Director

Final Approver: Patrice Hildreth, City Manager

Exhibit A: Amended PLHA 5-Year Plan

City of Porterville Permanent Local Housing Allocation Program Five-Year 2019-2023 Plan Amendment 2

§302(c)(4) Plan

Introduction: In 2017, Senate Bill 2 (the Building Homes and Jobs Act) created the Permanent Local Housing Allocation (PLHA) program. The California Department of Housing and Community Development (HCD) announced the availability of approximately \$195 million in funding for the PLHA program Entitlement and Non-entitlement Local government formula component Notice of Funding Availability (NOFA). The NOFAs are funded from moneys deposited in the Building Homes and Jobs Trust Fund (Fund) in calendar year 2019, 2020 and 2021 thus far.

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

Purpose: The City of Porterville is considered an Entitlement Local government, and is eligible for a 2019, 2020 and 2021 formula allocation of PLHA funds in the amount of \$342,754, \$532,745, and \$586,270, respectively. The approximate PLHA five-year formula allocation amount is \$2,056,524. PLHA funds must be used to carry out one or more of the eligible activities listed below:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days. See Appendix B for a list of High-cost areas in California.
3. Matching portions of funds placed into Local or Regional Housing Trust Funds.
4. Matching portions of funds available through the Low- and Moderate- Item No. 17. Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
5. Capitalized Reserves for Services connected to the preservation and creation of new Permanent supportive housing.

6. Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
7. Accessibility modifications in Lower-income Owner-occupied housing.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
9. Homeownership opportunities, including, but not limited to, down payment assistance.
10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more Affordable housing projects, or matching funds invested by a county in an Affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an Affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the Affordable housing project.

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

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

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

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

3. Support Permanent Housing Programs to provide operating costs for permanent supportive housing programs.

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

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

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

- A. The City permits social service facilities, including emergency shelters, in the RM-3, CMX, D-MX, DRM-2, and DRM-3 zoning districts via a conditional use permit. Further, social service facilities are allowed by right in the CR and CG zone districts.
- B. The City permits transitional and supportive housing in all zoning districts that allow residential uses, subject only to the restrictions that would apply to a residential use of the same type. Section 301.22 of the City's Development Ordinance clarifies this accommodation.
- C. Housing Element Goals consistent with the PLHA program priorities.
 1. Goal 2: Expand the City's low- and moderate-income housing opportunities.
 - Policy 2.5 - The City will pursue local, state, and federal funding assistance that is appropriate to Porterville's needs to expand affordable housing opportunities for low- and moderate-income households
 2. Goal 3: Address the housing needs of special populations, including seniors, female-headed households, persons with disabilities, first-time homebuyers, large families, and homeless individuals and families.
 - Policy 3.1 - The City will maintain an adequate supply of appropriately designated land for special needs housing, including seniors, disabled persons, large households, farmworkers, the homeless, and transitional persons.
 - Policy 3.2 - The City will encourage the development and rehabilitation of housing that is accessible to persons with disabilities.

- Policy 3.3 - The City will pursue land use policies that allow small residential developments and individual housing units meeting special needs to be integrated into existing neighborhoods and new residential developments.
- Policy 3.4 - The City will work with surrounding jurisdictions to address the needs of transient homeless persons on a regional basis.
- Policy 3.5 - Continue to participate in the Kings/Tulare County Continuum of Care (“the Alliance”) and work with adjacent jurisdictions to develop additional shelter opportunities.

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

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

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

(This portion of the plan is being proposed to be amended as follows (Attachment 1 budget summary provided for further clarification)

A. *Priority 1: Navigation Center:*

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

B. *Priority 2: Emergency Shelter*

1. Operating costs for an Emergency Shelter: PLHA funds would be used for operating costs needed to run an emergency shelter. This will assist in ensuring that low barrier beds for people who have been identified by the local Continuum of Care on Homelessness, the Kings/Tulare Homeless Alliance (KTHA) continue to be available. KTHA currently uses a vulnerability index to prioritize housing for people experiencing homelessness. Additionally, using a coordinated entry system, KTHA, is able to make referrals from one database, in order to have a streamlined application and referral system between agencies who serve people experiencing homelessness.

2. The City would consider Operating costs for a bridge housing beds, leading to permanent housing: The City plans on working with eligible non-profits who provide bridge housing programs to help cover some gaps in operational financing, allowing them to continue providing housing to program participants that are currently working on permanent housing solutions.

C. Priority 3: Permanent Housing:

1. The City would consider Operating costs for Permanent Supportive Housing (PSH) Programs: The City plans on working with eligible non-profits and/or affordable housing developers who provide services to existing PSH programs to help cover some gaps in operational financing/or provide required match for funding, allowing them to continue providing housing to program participants that are currently receiving PSH housing vouchers. This would include increasing the percentage of PLHA funds in years 4 and 5 to include operating expenses for multi-family housing with units dedicated to people experiencing homelessness. This will assist in ensuring that PSH units created for people experiencing homelessness, have the necessary case management to provide PSH units with a connection to supportive services.

Complete the table below for each proposed Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2020	2020	2020	2021	2021	2021	2022	2022	2022	2023	2023	2023	
Type of Activity for Persons Experiencing or At Risk of Homelessness	Emergency Shelter Operating	Navigation Center Operating	Supportive /Case Management Services	Emergency Shelter Operating	Navigation Center Operating	Supportive /Case Management Services	Emergency Shelter Operating	Navigation Center Operating	Supportive /Case Management Services	Emergency Shelter Operating	Navigation Center Operating	Supportive /Case Management Services	
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	62%	25%	8%	61%	25%	9%	60%	25%	10%	60%	25%	10%	
§302(c)(4)(E)(ii) Area Median Income Level Served	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	TOTAL
§302(c)(4)(E)(iii) Unmet share of the RHNA at AMI Level Note: complete for years 2020, 2021, 2022 only	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0
§302(c)(4)(E)(iii) Projected Number of Households Served	5	15	8	5	15	9	5	15	10	5	15	10	117
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

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

Within 6 months after award is received:

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

Monthly:

- Monitor progress
- Obtain monthly accomplishment data from subrecipients

Yearly:

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

Attachment 1: Current and Proposed Amended Budget Summary

Original Draft (based on unsubscribed funds remaining after 2/20/24 City Council Mtg)

Current Plan (%)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	5%	5%	5%	5%	5%	5%
Navigation Center	25%	25%	25%	25%	25%	25%
Emergency Housing & Bridge Housing	60%	60%	50%	50%	50%	54%
Permanent	10%	10%	20%	20%	20%	16%
PSH Operations	10%	10%	20%	20%	20%	16%
Flex Fund-to support PSH & RR	-	-	-	-	-	0%
Rapid-Rehousing Rental Assistance & Operations	-	-	-	-	-	0%
	100%	100%	100%	100%	100%	100%
Amendment 2 (%)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	5%	5%	5%	5%	5%	5%
Navigation Center	25%	25%	25%	25%	25%	25%
Emergency Housing & Bridge Housing	60%	66%	63%	60%	60%	62%
Permanent	10%	4%	7%	10%	10%	8%
PSH Operations	10%	4%	7%	10%	10%	8%
Flex Fund-to support PSH & RR	-	-	-	-	-	0%
Rapid-Rehousing Rental Assistance & Operations	-	-	-	-	-	0%
	100%	100%	100%	100%	100%	100%

Current Plan (\$)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	\$ 17,137.70	\$ 26,637.25	\$ 29,313.50	\$ 14,692.00	\$ 15,045.75	\$ 102,826.20
Navigation Center	\$ 85,688.50	\$ 133,186.25	\$ 146,567.50	\$ 73,460.00	\$ 75,228.75	\$ 514,131.00
Emergency Housing & Bridge Housing	\$ 205,652.40	\$ 319,647.00	\$ 293,135.00	\$ 146,920.00	\$ 150,457.50	\$ 1,115,811.90
Permanent	\$ 34,275.40	\$ 53,274.50	\$ 117,254.00	\$ 58,768.00	\$ 60,183.00	\$ 323,754.90
PSH Operations	\$ 34,275.40	\$ 53,274.50	\$ 117,254.00	\$ 58,768.00	\$ 60,183.00	\$ 323,754.90
Flex Fund-to support PSH & RR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rapid-Rehousing Rental Assistance & Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 342,754.00	\$ 532,745.00	\$ 586,270.00	\$ 293,840.00	\$ 300,915.00	\$ 2,056,524.00
Amendment 2 (\$)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	\$ 17,137.70	\$ 26,637.25	\$ 29,313.50	\$ 14,692.00	\$ 15,045.75	\$ 102,826.20
Navigation Center	\$ 85,688.50	\$ 133,186.25	\$ 146,567.50	\$ 73,460.00	\$ 75,228.75	\$ 514,131.00
Emergency Housing & Bridge Housing	\$ 205,652.40	\$ 346,284.25	\$ 381,075.50	\$ 190,996.00	\$ 180,549.00	\$ 1,304,557.15
Permanent	\$ 34,275.40	\$ 21,309.80	\$ 41,038.90	\$ 29,384.00	\$ 30,091.50	\$ 156,099.60
PSH Operations	\$ 34,275.40	\$ 21,309.80	\$ 41,038.90	\$ 29,384.00	\$ 30,091.50	\$ 156,099.60
Flex Fund-to support PSH & RR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rapid-Rehousing Rental Assistance & Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 342,754.00	\$ 532,745.00	\$ 586,270.00	\$ 293,840.00	\$ 300,915.00	\$ 2,056,524.00

Revised Draft (contingent on award of full requests from RFP 22/23-SR1957)

Current Plan (%)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	5%	5%	5%	5%	5%	5%
Navigation Center	25%	25%	25%	25%	25%	25%
Emergency Housing & Bridge Housing	60%	60%	50%	50%	50%	54%
Permanent	10%	10%	20%	20%	20%	16%
PSH Operations	10%	10%	20%	20%	20%	16%
	-	-	-	-	-	0%
	100%	100%	100%	100%	100%	100%

Amendment 2 (%)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	5%	5%	5%	5%	5%	5%
Navigation Center	25%	25%	25%	25%	25%	25%
Emergency Housing & Bridge Housing	60%	62%	61%	60%	60%	61%
Permanent	10%	8%	9%	10%	10%	9%
PSH Operations	10%	8%	9%	10%	10%	9%
	-	-	-	-	-	0%
	100%	100%	100%	100%	100%	100%

Current Plan (\$)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	\$ 17,137.70	\$ 26,637.25	\$ 29,313.50	\$ 14,692.00	\$ 15,045.75	\$ 102,826.20
Navigation Center	\$ 85,688.50	\$ 133,186.25	\$ 146,567.50	\$ 73,460.00	\$ 75,228.75	\$ 514,131.00
Emergency Housing & Bridge Housing	\$ 205,652.40	\$ 319,647.00	\$ 293,135.00	\$ 146,920.00	\$ 150,457.50	\$ 1,115,811.90
Permanent	\$ 34,275.40	\$ 53,274.50	\$ 117,254.00	\$ 58,768.00	\$ 60,183.00	\$ 323,754.90
PSH Operations	\$ 34,275.40	\$ 53,274.50	\$ 117,254.00	\$ 58,768.00	\$ 60,183.00	\$ 323,754.90
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 342,754.00	\$ 532,745.00	\$ 586,270.00	\$ 293,840.00	\$ 300,915.00	\$ 2,056,524.00

Amendment 2 (\$)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	\$ 17,137.70	\$ 26,637.25	\$ 29,313.50	\$ 14,692.00	\$ 15,045.75	\$ 102,826.20
Navigation Center	\$ 85,688.50	\$ 133,186.25	\$ 146,567.50	\$ 73,460.00	\$ 75,228.75	\$ 514,131.00
Emergency Housing & Bridge Housing	\$ 205,652.40	\$ 346,284.25	\$ 381,075.50	\$ 190,996.00	\$ 180,549.00	\$ 1,304,557.15
Permanent	\$ 34,275.40	\$ 42,619.60	\$ 52,764.30	\$ 29,384.00	\$ 30,091.50	\$ 189,134.80
PSH Operations	\$ 34,275.40	\$ 42,619.60	\$ 52,764.30	\$ 29,384.00	\$ 30,091.50	\$ 189,134.80
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 342,754.00	\$ 532,745.00	\$ 586,270.00	\$ 293,840.00	\$ 300,915.00	\$ 2,056,524.00

RESOLUTION NO. ____-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING AMENDMENT NO. 2 TO THE PERMANENT LOCAL HOUSING
ALLOCATION PROGRAM 5-YEAR PLAN AND AUTHORIZING SUBMITTAL OF THE
AMENDMENT TO THE CALIFORNIA DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT**

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

WHEREAS, in 2017, Senate Bill 2 (the Building Homes and Jobs Act) created the Permanent Local Housing Allocation (PLHA) program. The California Department of Housing and Community Development (HCD) announced the availability of approximately \$195 million in funding for the PLHA program Entitlement and Non-entitlement Local government formula component Notice of Funding Availability (NOFA). These NOFAs are funded from moneys deposited in the Building Homes and Jobs Trust Fund (Fund) in calendar year 2019, 2020 and 2021, thus far;

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

WHEREAS, The City of Porterville is considered an Entitlement Local government, and was eligible for a 2019, 2020 and 2021 formula allocation of PLHA funds in the amount of \$342,754, \$532,745, and \$586,270, respectively. The PLHA five-year formula allocation amount is \$2,056,524;

WHEREAS, in order to participate in the formula allocation, the City of Porterville was required to develop a five-year plan detailing the manner in which allocated funds will be used for eligible activities, which was submitted to HCD by the July 27, 2020 deadline and approved by HUD. Amendment No. 1 to the five-year plan was approved in 2021;

WHEREAS, the City of Porterville published a Request for Proposals (RFP) to partner with community agencies as sub-recipients of the grant funds to carry out the activities of the approved programs;

WHEREAS, the City of Porterville received the executed Standard Agreement on February 23, 2023, approving the application submitted and the 5-Year PLHA Plan previously submitted to HCD in response to the above referenced NOFA;

WHEREAS, the City of Porterville received and finalized the review of the RFP proposals, which identified a need to reallocate funds within the approved PLHA 5-Year Plan;

WHEREAS, the approved plan may be reallocated among eligible activities with minor amendments for changes of less than 10% of each activity's allocation, or major amendments which will require proper notice, a public hearing, and final approval from the Council and HCD. Since the proposed category reallocation is more than a 10% change within activities, this triggers the major amendment rules;

WHEREAS, the City of Porterville, opened a 10-day public comment and review period, to give the public the opportunity to review the proposed amendment to the PLHA 5-Year Plan and provide comments, on February 23, 2024; and

WHEREAS, the City Council of the City of Porterville, at its regular scheduled meeting of May 7, 2024, conducted a public hearing which opened at ____ p.m. and closed at ____ p.m. to receive comments and to consider an amendment to the PLHA 5-Year Plan, where no comments were received or comments received are summarized in attachment 2.

WHEREAS, Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.

WHEREAS, Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

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

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA \$2,056,524 in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the PLHA funds only for Eligible Activities as approved by the Department and in accordance with all Program requirements, PLHA Program Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement, its Application, and other contracts between the Applicant and the Department.
4. Pursuant to Sections 302(c)(4) and 302(c)(5) of the Guidelines, Applicant's PLHA Plan Amendment for the 2020-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan Amendment and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.
5. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines, and any other applicable SB 2 guidelines published by the Department.
6. The Mayor or her/his designee, is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED, APPROVED AND ADOPTED this 7th day of May 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

By: _____
Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Substantial Amendment to the 2023/2024 Action Plan for use of Community Development Block Grant (CDBG) Funds

SOURCE: Community Development

COMMENT: As an entitlement grantee, the City of Porterville (City) receives federal formula Community Development Block Grant (CDBG) funding through the U.S. Department of Housing and Urban Development (HUD). This entitlement provides the City with an annual direct grant, to provide decent affordable housing, a suitable living environment and to expand economic opportunities, primarily for low to moderate income (LMI) persons/households. Annual action plans are adopted on the use of those funds. Entitlement grantees must have a balance no greater than one and one-half (1.5) times its annual grant remaining in the Line of Credit, 60 days prior to the end of the program year.

A substantial amendment to an action plan is triggered whenever one of the following is proposed: a change in the allocation priorities or a change in the method of fund distribution; or a substantial change which increases or decreases the amount allocated to a category of funding within the City's entitlement grant programs by 25 percent; or to implement an activity using CDBG funds for new programs that were not described in the Consolidated Plan; or to change the purpose or intended beneficiaries of an activity approved for CDBG funding.

The city identified a need to reallocate funds in order to meet the 1.5 timeliness rule. The amount of funds needed to be reallocated exceeded the 25 percent limit that would trigger a substantial amendment to the 23/24 Action Plan.

A Public Notice was issued on April 5, 2024, indicating that \$279,864 would be reallocated from the Multi-Sport Field Improvement project to the Section 108 Loan repayment activity.

After the initiation of the substantial amendment process and publishing of the draft for a 30-day comment period, HUD advised city staff to submit a minor amendment while the substantial amendment was in progress as the date of the second public hearing and Council Meeting fell after the May 2nd, 2024 deadline. The minor amendment was submitted to and accepted by HUD on April 26, 2024.

With the approval of the minor amendment which allowed the City to reallocate \$184,856 of the proposed \$279,864 from the 23/24 AP Entitlement listed above; only \$95,008 needs to be reallocated through this substantial amendment

process.

The funding recommendation made by the City of Porterville CDBG Citizens' Advisory and Housing Opportunity Committee (Committee) at its meeting on April 18, 2024, (prior to the minor amendment approval) is being presented tonight. The recommendation is based on feedback received through outreach conducted in accordance with the Citizen Participation Plan, including a community meeting, a Public Hearing meeting, and a 30-day public comment and review period. As of the writing of this staff report, no comments have been received.

A description of the reallocation is detailed in the Draft 2023/24 Action Plan Amendment, with added language to incorporate the recently approved minor amendment. The Proposed Amendment Detail is provided as Exhibit A to the attached draft resolution.

APPROVED 23/24 ACTION PLAN

Activity	Budget	Source
Multi-Sport Field Improvement Project	\$279,864	23/24 AP Entitlement
Section 108 Loan Repayment	\$0	23/24 AP Entitlement
Total	\$279,864	

APPROVED MINOR AMENDMENT 23/24 ACTION PLAN (4/26/2024)

(25% - \$1 of entitlement allocation)

Activity	Budget	Source
Multi-Sport Field Improvement Project	\$95,008	23/24 AP Entitlement
Section 108 Loan Repayment	\$184,856	23/24 AP Entitlement
Total	\$279,864	

PROPOSED SUBSTANTIAL AMENDMENT 23/24 ACTION PLAN

Activity	Budget	Source
Multi-Sport Field Improvement Project	\$0	23/24 AP Entitlement
Section 108 Loan Repayment	\$95,008	23/24 AP Entitlement
Total	\$279,864*	*when including minor amendment

RECOMMENDATION: That the City Council:

1. Adopt the draft resolution approving the proposed substantial amendment to the 2023/2024 Action Plan; and

Item No. 17.

2. Direct staff to submit the amendment to the 2023/2024 Action Plan to HUD.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Acting Community Development Director

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO ____-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING THE 2023/2024 ACTION PLAN AMENDMENT AND PROPOSED USE
OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

BE IT HEREBY RESOLVED that the City Council of the City of Porterville does hereby approve the 2023/2024 Action Plan Amendment, attached as Exhibit A, and proposed use of Community Development Block Grant Funds with proposed changes for the 2023/2024 Program Year Entitlement and Program Income Allocations as follows:

Approved 2023/24 Action Plan	Allocation	Source
Multi-Sport Field Improvement Project	\$279,864	23/24 AP Entitlement
Section 108 Loan Repayment Entitlement	\$0	23/24 AP
Total	\$279,864	

Amendment 2023/24 Action Plan	Allocation	Source
Section 108 Loan Repayment	\$95,008	23/24 AP Entitlement
	<i>\$184,856*</i>	<i>23/24 AP Entitlement</i>
Multi-Sport Field Improvement Project	\$0	23/24 AP Entitlement
Total	\$279,864	

**Reallocated via a minor amendment accepted by HUD on 4/26/2024.*

PASSED, APPROVED AND ADOPTED this 7th day of May, 2024.

Martha A. Flores, Mayor

ATTEST:

BY _____
Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

EXHIBIT A

AMENDMENT TO THE CDBG 2023/24 ANNUAL ACTION PLAN

**30- Day Public Comment Review Period
April 5, 2024 to May 7, 2024**

EXECUTIVE SUMMARY

A Substantial Amendment to the 2023/2024 AP is being proposed to add an activity for repayment of the Section 108 loan; and to re-allocate \$279,864 in 2023 entitlement funds from the Multi-Sport Field Improvement Project to the Section 108 loan repayment, as the sale of the Heritage Center has not finalized and the repayment was to be paid with the sale proceeds. The total of funds that need to be reprogrammed is \$279,864.

After the initiation of the substantial amendment process and publishing of the draft for a 30-day comment period, the city identified a need to reallocate funds in order to meet the 1.5 timeliness rule, which states that entitlement grantees must have a balance no greater than one and one-half (1.5) times its annual grant remaining in the Line of Credit, 60 days prior to the end of the program year. HUD advised city staff to submit a minor amendment while the substantial amendment was in progress as the date of the second public hearing and Council Meeting fell after the May 2nd, 2024, deadline to meet the timeliness rule. The minor amendment was submitted to and accepted by HUD on April 26, 2024.

With the approval of the minor amendment, the City was able to reallocate \$184,856 of the proposed \$279,864 from the 23/24 AP Entitlement; the remaining balance of \$95,008 needs to be reallocated through this substantial amendment process.

CITIZEN PARTICIPATION

On May 7, 2024, a Public Meeting will be held during the normally scheduled City Council meeting, commencing at 6:30 PM, or soon thereafter. The options for participation are virtual attendance via Zoom and in-person at 291 N. Main Street. Zoom participation details can be found on the City Council Agenda which is posted to the City's website 72 hours prior to the meeting at https://www.ci.porterville.ca.us/government/city_council/meeting_agendas_minutes.php.

Additionally, until further notice, Porterville City Council Meetings will be live streamed on YouTube at <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>

Comments to the Amendment may be submitted, before the meeting via email to CouncilMeetingComments@ci.porterville.ca.us. Members of the public are encouraged to submit comments prior to 6:30 p.m., Tuesday, May 7, 2024, to participate in said meeting. The comments read during the Council meeting will be incorporated into the official record.

A. PUBLIC COMMENTS

EXHIBIT A

In accordance with the current Citizen Participation Plan approved by the U. S. Department of Housing and Urban Development (HUD), the City of Porterville must publish the documents for no less than 30 calendar days for public comment before it is submitted to HUD.

The public notice was published in English and Spanish on April 5, 2024, announcing the thirty (30) day comment and review period through the close of business May 7, 2024.

Summary of Public Comments Received:

Community Meeting and CDBG Advisory and Housing Committee Meeting and Public Hearing April 18, 2024

No public comments were received.

30-Day Public Review & Comment Period

Public comments received during the comment period will be included in this section.

Public Hearing May 7, 2024

Public comments received during this meeting will be included in this section.

Outreach

Social media outreach regarding the draft amendment, review and comment period, community meeting, and public hearings was shared on various City accounts.

Additional outreach and any additional public comments received during the 30-day comment period will be updated to this section prior to submission to HUD.

B. AMENDMENT DETAIL

Minor Amendment (4/26/2024)

<u>Activity</u>		<u>Amendment Category</u>	<u>Funding Source/Year</u>	<u>Reallocated From</u>	<u>Amount</u>
<u>1</u>	<u>Section 108 Loan Repayment</u>	<u>Change of Use</u>	<u>PY 2023 - Entitlement</u>	<u>Multi-Sport Field Improvement Project</u>	<u>\$184,856</u>
<i><u>Reallocating the 2023 EN from Multi-Sport Field Improvement Project to Section 108 Loan Repayment to meet 1.5 timeliness rule. The final loan payment was to be paid with proceeds from the sale of the Heritage Center, however the sale of the Heritage Center is still pending.</u></i>					

Substantial Amendment

<u>Activity</u>		<u>Amendment Category</u>	<u>Funding Source/Year</u>	<u>Reallocated From</u>	<u>Amount</u>
<u>1</u>	<u>Section 108 Loan Repayment</u>	<u>Change of Use</u>	<u>PY 2023 - Entitlement</u>	<u>Multi-Sport Field Improvement</u>	<u>\$95,008</u>

EXHIBIT A

				<u>Project</u>	
	<u>Reallocating the remaining 2023 EN from Multi-Sport Field Improvement Project to Section 108 Loan Repayment.</u>				



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Consideration of Vacation of a Portion of College Avenue

SOURCE: Engineering and Project Management

COMMENT: This is the time and place set for the hearing on the proposed vacation of an improved segment of College Avenue at Main Street. Porterville College is implementing their Facilities Master Plan for the campus and as part of that plan, the circulation of College Avenue would no longer extend directly onto Main Street as a new road (Triunfo Avenue) is planned to connect Main Street and Plano Street south of Jamison Stadium and the remainder of College Avenue would veer south as College Way to connect to Triunfo Avenue. The College Way and Triunfo Avenue roadways are currently being constructed by Porterville College to City Standards.

College Avenue was conveyed to the County of Tulare for road purposes as recorded September 30, 1950 in Book 1471, Page 300, Tulare County Official Records, which was then transferred to the City through the annexation of the area, recorded June 17, 1970 (Resolution 5914, Annex Tract 144). The City has the authority to vacate this street segment under Section 8320 & Section 8330, Part 3, Division 9 of the Street and Highways Code of the State of California.

Porterville College has the sole proprietary interest in the property fronting College Avenue, and they are also the requesting party for the street vacation. Staff believes there are no problems with any other reversionary rights. The street vacation is necessary for the proposed development of the Porterville College Facilities Master Plan.

Should the City Council approve the vacation of the segment of College Avenue at Main Street, the vacation would only be recorded upon acceptance of the two proposed roadways; College Way and Triunfo Avenue, and the recordation of an easement for the utilities that exist within the boundaries of the segment of College Avenue that is to be vacated. At that time, the City Clerk will process the recordation of the Resolution of Vacation and required utilities easement.

RECOMMENDATION: That the City Council:

1. Open the Public Hearing and take comments for their consideration; and
2. Consider providing direction of staff to bring forward a Resolution Ordering the Vacation of an improved segment of College Avenue as part of the acceptance of the two new

roadways, College Way and Triunfo Avenue, the recordation of an easement for the utilities that exist within the boundaries of the segment of College Avenue that is to be vacated, and authorize the City Clerk to record the Resolution of Vacation and required utilities easement at that time; or

3. Provide direction on how Council would like to proceed with the matter.

ATTACHMENTS:

1. Locator Map
2. Porterville College Facilities Master Plan Exhibit
3. Legal Description

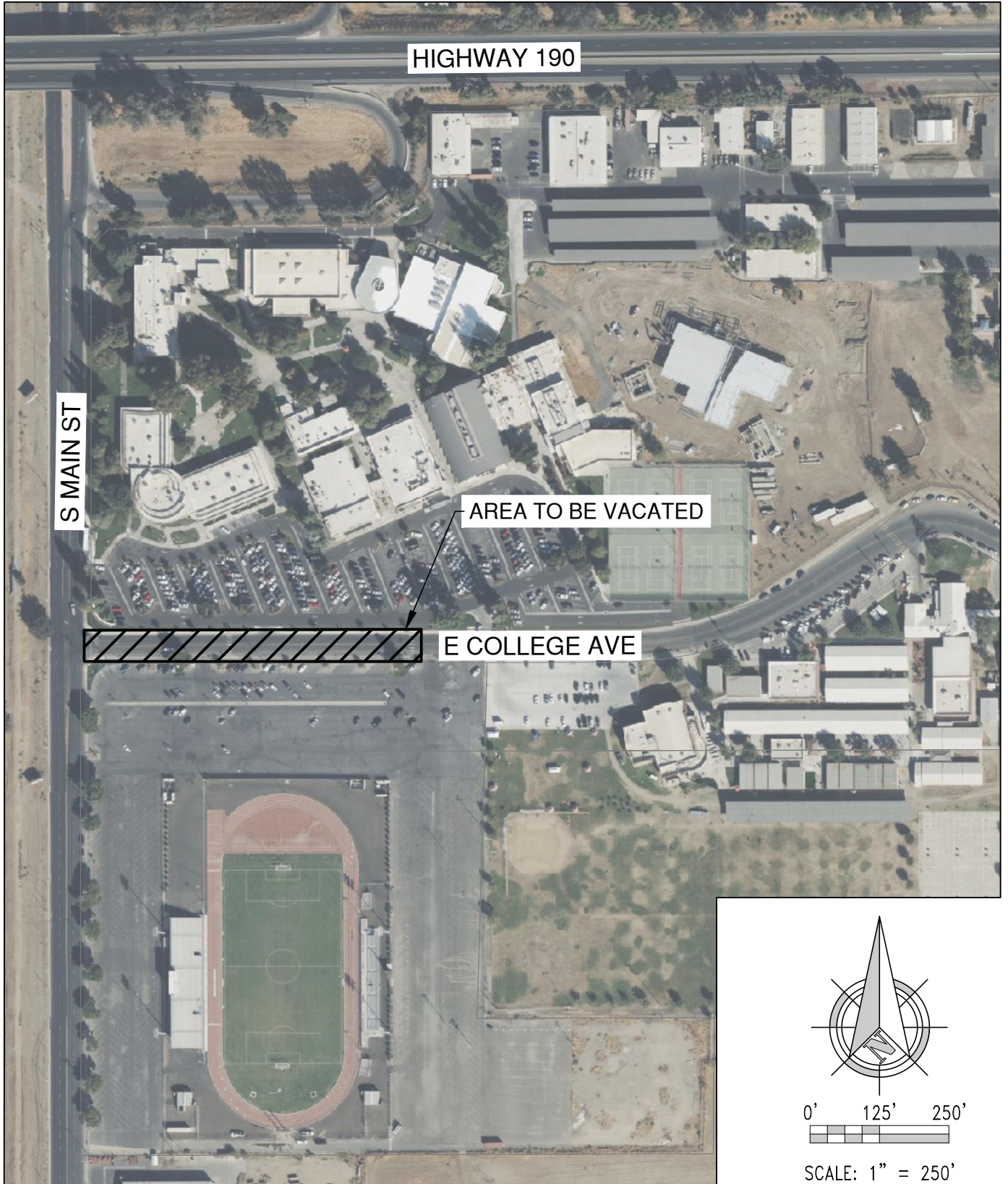
Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

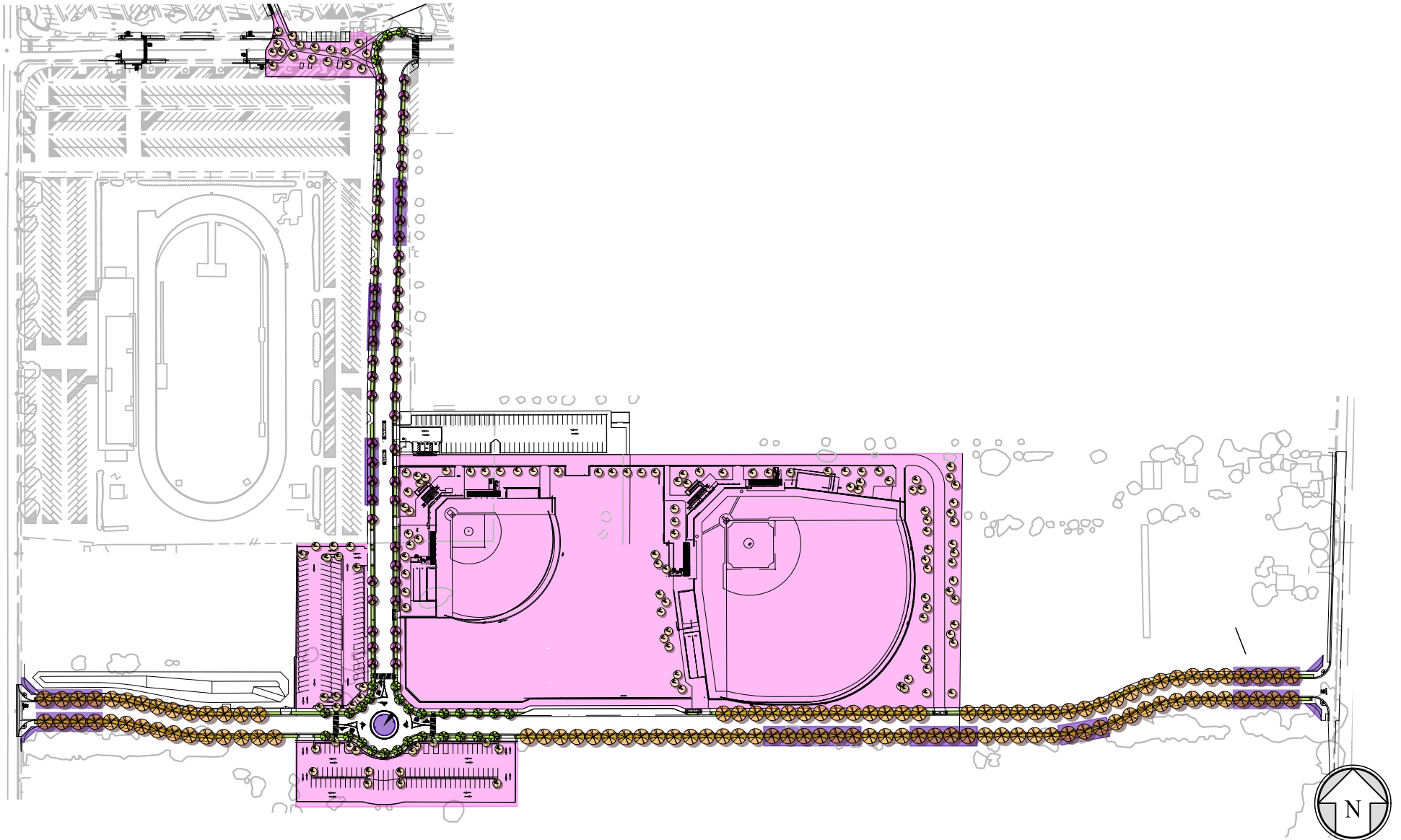


CITY OF PORTERVILLE
ENGINEERING DIVISION
291 NORTH MAIN STREET
PORTERVILLE, CA. 93257
(559) 782-7462

PROPOSED COLLEGE AVE VACATION

DRAWN BY	GG
CHECKED BY	
SCALE	1" = 250'
DATE	2/13/2024

SHEET
1
OF
1



NTS

5/22/23



PORTERVILLE COLLEGE

COLLEGE AVENUE AND TRIUNFO STREET



EXHIBIT "A"
LEGAL DESCRIPTION
COLLEGE AVENUE RIGHT-OF-WAY VACATION

BEING A PORTION OF THE PROPERTY CONVEYED TO THE COUNTY OF TULARE FOR ROAD PURPOSES AS RECORDED SEPTEMBER 30, 1950 IN BOOK 1471, PAGE 300, TULARE COUNTY OFFICIAL RECORDS; ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE & MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A BRASS CAP IN CONCRETE ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION 1, THENCE ALONG THE WEST LINE THEREOF, NORTH $0^{\circ}13'16''$ EAST A DISTANCE OF 1540.33 FEET; THENCE DEPARTING LAST SAID WEST LINE, SOUTH $89^{\circ}46'44''$ EAST A DISTANCE OF 206.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 248 (MAIN STREET, 79' WIDE), SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF COLLEGE AVENUE AND ALSO BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID NORTH RIGHT OF WAY LINE

NORTH $89^{\circ}49'06''$ EAST, A DISTANCE OF 651.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 52.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH $38^{\circ}32'41''$ EAST; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE AND

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $73^{\circ}20'14''$ AND AN ARC DISTANCE OF 66.56 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE; THENCE ALONG LAST SAID SOUTH RIGHT OF WAY LINE

SOUTH $89^{\circ}49'06''$ WEST, A DISTANCE OF 635.62 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 248 (MAIN STREET); THENCE ALONG LAST SAID EAST RIGHT OF WAY LINE

NORTH $0^{\circ}01'54''$ EAST, A DISTANCE OF 60.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 38,177 SQUARE FEET, MORE OR LESS.



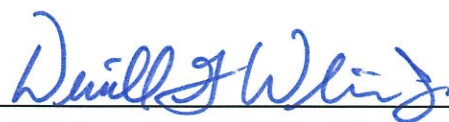
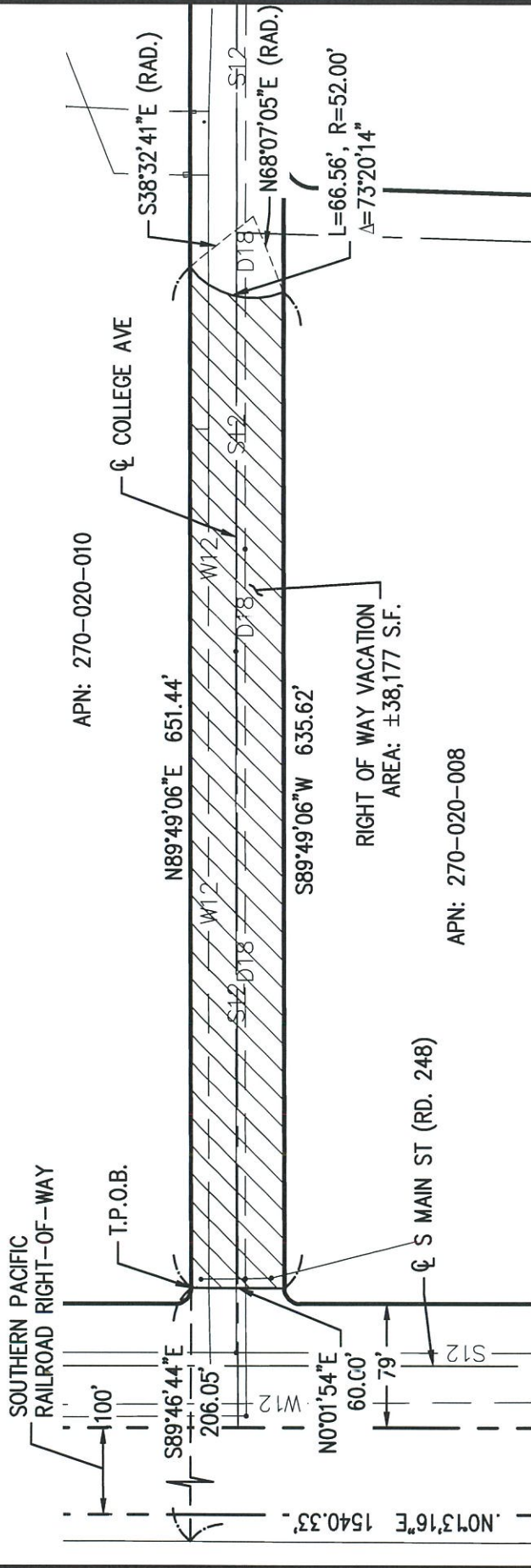
 2/11/2022
DERRILL G. WHITTEN JR., PLS 7816

EXHIBIT "B"

COLLEGE AVENUE - RIGHT OF WAY VACATION

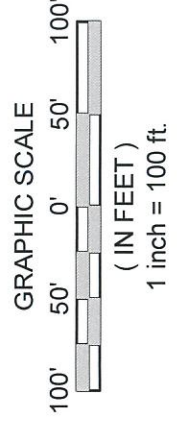
THIS MAP IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY



P.O.C.
BRASS CAP IN CONCRETE
W/4 CORNER OF SEC. 1, 22/27

LEGEND

P.O.C. POINT OF
COMMENCEMENT
T.P.O.B. TRUE POINT
OF BEGINNING



Derrill G. Whitten Jr.
DERRILL G. WHITTEN JR., PLS NO. 7816
2/11/2022
DATE



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Consider a Letter of Support for Senate Bill 1414 (Grove); Crimes: Solicitation of a minor

SOURCE: City Manager's Office

COMMENT: During Other Matters at its meeting on April 17, 2024, the City Council approved Council Member Meister's request to discuss Senate Bill 1414 (SB 1414), as a Scheduled matter at its meeting on May 7, 2024.

Senator Shannon Grove introduced SB 1414 in February along with two of her colleagues, Senators Anna Caballero and Susan Rubio. SB 1414 proposes strengthening protections for minor victims by making the act of soliciting, agreeing to engage in or engaging in any form of commercial sex with a child a felony offense, with sex offender registry required on repeat offenses.

Under existing law, a person who solicits, or who agrees to engage in, or who engages in, any act of prostitution with the intent to receive compensation, money, or anything of value from another person is guilty of disorderly conduct, a misdemeanor.

This bill is currently in committee process, and as amended by the Public Safety Committee would require that the defendant who solicited the minor be 18 years of age or older. The bill would, if the person solicited was under 16 years of age, make the offense punishable as a wobbler by imprisonment in the county jail for not more than one year and a fine not to exceed \$10,000 or by imprisonment in the county jail for 16 months or 2 or 3 years.

Existing law also requires persons convicted of certain specified crimes to annually register as a sex offender, as specified, for a term of 10, 20, or 30 years. This bill would require a person, who is 18 years of age or older, on or after January 1, 2025, is convicted of, and who has a prior conviction for, soliciting a minor, as specified, to annually register as a sex offender for a term of 10 years if, at the time of the offense, the person was more than 10 years older than the solicited minor.

RECOMMENDATION: That the City Council consider the draft Letter of Support for Senate Bill 1414 (Grove); Crimes: Solicitation of a minor

ATTACHMENTS:

1. Draft Letter of Support - SB 1414
2. Bill Text - SB-1414 Crimes: Solicitation of a Minor
3. Bill Status - SB-1414 Crimes: Solicitation of a Minor

4. Senate Committee on Public Safety

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, City Manager

May 7, 2024

The Honorable Senator Shannon Grove

Re: Letter in support of SB 1414 – Crimes: Solicitation of a Minor

Dear Senator Grove,

On behalf of the Porterville City Council, please accept this letter in support of Senate Bill 1414 – Crimes: Solicitation of a Minor, which seeks to strengthen protections for minor victims by making the act of soliciting, agreeing to engage in or engaging in any form of commercial sex with a child a felony offense.

Human trafficking, especially sex trafficking, severely violates innocent children, causing a lifetime of trauma and suffering. Sadly, our state ranks among the top in the nation for this crime. SB 1414 will make it a felony to solicit, agree to engage or engage in sex with minors for money. Buying a child for sex should be classified as the serious crime it is.

By increasing the crime classification from a misdemeanor to a felony, imposing longer sentences and higher fines, perpetrators will receive a strong message that exploitation of our children will not be tolerated.

A 2021 Federal Human Trafficking Report shows that 66% of sex trafficking cases in the U.S. were minors. We must fight to protect our most vulnerable Californians, especially our children and strengthen protections for all victims by increasing the penalties for those who buy and sell human beings.

SB 1414 is critical in combating human trafficking and will send a strong message that California stands firm in protecting our children.

We support SB 1414 as proposed by Senator Grove in the Senate Public Safety Committee.

Thank you for your valuable time and attention to this correspondence.

Sincerely,
Porterville City Council

By: _____
Martha A. Flores, Mayor



SB-1414 Crimes: solicitation of a minor. (2023-2024)

SHARE THIS:



Date Published: 04/22/2024 02:00 PM

AMENDED IN SENATE APRIL 22, 2024

CALIFORNIA LEGISLATURE— 2023–2024 REGULAR SESSION

SENATE BILL

NO. 1414

Introduced by Senators Grove, Caballero, and Rubio

February 16, 2024

An act to amend Sections 290 and 647 of the Penal Code, relating to crimes.

LEGISLATIVE COUNSEL'S DIGEST

SB 1414, as amended, Grove. Crimes: solicitation of a minor.

Under existing law, a person who solicits, or who agrees to engage in, or who engages in, any act of prostitution with the intent to receive compensation, money, or anything of value from another person is guilty of disorderly conduct, a misdemeanor.

Under existing law, if the person solicited was a minor, and the person who solicited the minor knew or reasonably should have known that the person solicited was a minor, the offense is punishable by imprisonment in the county jail for a mandatory minimum of 2 days and not to exceed one year, by a fine not to exceed \$10,000 or by both such fine and imprisonment.

This bill would ~~instead, if the person solicited was a minor, regardless of whether or not the person knew or reasonably should have known that the person solicited was a minor, make the offense punishable by imprisonment in the state prison for 2, 3, or 4 years, and a fine not to exceed \$25,000. also require that the defendant who solicited the minor be 18 years of age or older. The bill would, if the person solicited was under 16 years of age, make the offense punishable as a wobbler by imprisonment in the county jail for not more than 1 year and a fine not to exceed \$10,000 or by imprisonment in the county jail for 16 months or 2 or 3 years. For a 2nd or subsequent offense, if the person solicited was under 16 years of age, the bill would require that the offense be punishable as a felony by imprisonment in the county jail for 16 months or 2 or 3 years.~~

By changing the elements and increasing the punishment of a crime, this bill would impose a state-mandated local program.

Existing law requires persons convicted of certain specified crimes to annually register as a sex offender, as specified, for a term of 10, 20, or 30 years.

This bill would require a person ~~who;~~ *who is 18 years of age or older,* on or after January 1, 2025, is convicted ~~of~~ *of, and who has a prior conviction for,* soliciting a minor, as specified, to annually register as a sex offender for a term of ~~10-years:~~ *years if, at the time of the offense, the person was more than 10 years older than the solicited minor.*

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 290 of the Penal Code is amended to read:

290. (a) Sections 290 to 290.024, inclusive, shall be known, and may be cited, as the Sex Offender Registration Act. All references to "the Act" in those sections are to the Sex Offender Registration Act.

(b) Every person described in subdivision (c), for the period specified in subdivision (d) while residing in California, or while attending school or working in California, as described in Sections 290.002 and 290.01, shall register with the chief of police of the city in which the person is residing, or the sheriff of the county if the person is residing in an unincorporated area or city that has no police department, and, additionally, with the chief of police of a campus of the University of California, the California State University, or community college if the person is residing upon the campus or in any of its facilities, within five working days of coming into, or changing the person's residence within, any city, county, or city and county, or campus in which the person temporarily resides, and shall register thereafter in accordance with the Act, unless the duty to register is terminated pursuant to Section 290.5 or as otherwise provided by law.

(c) (1) The following persons shall register:

Every person who, since July 1, 1944, has been or is hereafter convicted in any court in this state or in any federal or military court of a violation of Section 187 committed in the perpetration, or an attempt to perpetrate, rape, or any act punishable under Section 286, 287, 288, or 289 or former Section 288a, Section 207 or 209 committed with intent to violate Section 261, 286, 287, 288, or 289 or former Section 288a, Section 220, except assault to commit mayhem, subdivision (b) or (c) of Section 236.1, Section 243.4, Section 261, paragraph (1) of subdivision (a) of former Section 262 involving the use of force or violence for which the person is sentenced to the state prison, Section 264.1, 266, or 266c, subdivision (b) of Section 266h, subdivision (b) of Section 266i, Section 266j, 267, 269, 285, 286, 287, 288, 288.3, 288.4, 288.5, 288.7, 289, or 311.1, or former Section 288a, subdivision (b), (c), or (d) of Section 311.2, Section 311.3, 311.4, 311.10, 311.11, or 647.6, former Section 647a, subdivision (c) of Section 653f, subdivision 1 or 2 of Section 314, any offense involving lewd or lascivious conduct under Section 272, or any felony violation of Section 288.2; any statutory predecessor that includes all elements of one of the offenses described in this subdivision; or any person who since that date has been or is hereafter convicted of the attempt or conspiracy to commit any of the offenses described in this subdivision.

(2) ~~(A) Every person-A person who is 18 years of age or older, is~~ convicted on or after January 1, 2025, of a violation of ~~paragraph (3) of subdivision (b) of, or of subdivision (l) of, Section 647 shall register.~~ *paragraph (2) of subdivision (l) of Section 647, and has a prior conviction for a violation of subparagraph (A) of paragraph (2) of subdivision (l) of Section 647 shall register if, at the time of the offense, the person was more than 10 years older than the solicited minor, as measured from the minor's date of birth to the person's date of birth, and the conviction is the only one requiring the person to register.*

(B) This paragraph does not preclude the court from requiring a person to register pursuant to Section 290.006.

(3) Notwithstanding paragraph (1), a person convicted of a violation of subdivision (b) of Section 286, subdivision (b) of Section 287, or subdivision (h) or (i) of Section 289 shall not be required to register if, at the time of the offense, the person is not more than 10 years older than the minor, as measured from the minor's date of birth to the person's date of birth, and the conviction is the only one requiring the person to register. This paragraph does not preclude the court from requiring a person to register pursuant to Section 290.006.

(d) A person described in subdivision (c), or who is otherwise required to register pursuant to the Act shall register for 10 years, 20 years, or life, following a conviction and release from incarceration, placement,

commitment, or release on probation or other supervision, as follows:

(1) (A) A tier one offender is subject to registration for a minimum of 10 years. A person is a tier one offender if the person is required to register for conviction of a misdemeanor described in subdivision (c), or for conviction of a felony described in subdivision (c) that was not a serious or violent felony as described in subdivision (c) of Section 667.5 or subdivision (c) of Section 1192.7.

(B) This paragraph does not apply to a person who is subject to registration pursuant to paragraph (2) or (3).

(2) (A) A tier two offender is subject to registration for a minimum of 20 years. A person is a tier two offender if the person was convicted of an offense described in subdivision (c) that is also described in subdivision (c) of Section 667.5 or subdivision (c) of Section 1192.7, Section 285, subdivision (g) or (h) of Section 286, subdivision (g) or (h) of Section 287 or former Section 288a, subdivision (b) of Section 289, or Section 647.6 if it is a second or subsequent conviction for that offense that was brought and tried separately.

(B) This paragraph does not apply if the person is subject to lifetime registration as required in paragraph (3).

(3) A tier three offender is subject to registration for life. A person is a tier three offender if any one of the following applies:

(A) Following conviction of a registerable offense, the person was subsequently convicted in a separate proceeding of committing an offense described in subdivision (c) and the conviction is for commission of a violent felony described in subdivision (c) of Section 667.5, or the person was subsequently convicted of committing an offense for which the person was ordered to register pursuant to Section 290.006, and the conviction is for the commission of a violent felony described in subdivision (c) of Section 667.5.

(B) The person was committed to a state mental hospital as a sexually violent predator pursuant to Article 4 (commencing with Section 6600) of Chapter 2 of Part 2 of Division 6 of the Welfare and Institutions Code.

(C) The person was convicted of violating any of the following:

(i) Section 187 while attempting to commit or committing an act punishable under Section 261, 286, 287, 288, or 289 or former Section 288a.

(ii) Section 207 or 209 with intent to violate Section 261, 286, 287, 288, or 289 or former Section 288a.

(iii) Section 220.

(iv) Subdivision (b) of Section 266h.

(v) Subdivision (b) of Section 266i.

(vi) Section 266j.

(vii) Section 267.

(viii) Section 269.

(ix) Subdivision (b) or (c) of Section 288.

(x) Section 288.2.

(xi) Section 288.3, unless committed with the intent to commit a violation of subdivision (b) of Section 286, subdivision (b) of Section 287 or former Section 288a, or subdivision (h) or (i) of Section 289.

(xii) Section 288.4.

(xiii) Section 288.5.

(xiv) Section 288.7.

(xv) Subdivision (c) of Section 653f.

(xvi) Any offense for which the person is sentenced to a life term pursuant to Section 667.61.

(D) The person's risk level on the static risk assessment instrument for sex offenders (SARATSO), pursuant to Section 290.04, is well above average risk at the time of release on the index sex offense into the community, as defined in the Coding Rules for that instrument.

(E) The person is a habitual sex offender pursuant to Section 667.71.

(F) The person was convicted of violating subdivision (a) of Section 288 in two proceedings brought and tried separately.

(G) The person was sentenced to 15 to 25 years to life for an offense listed in Section 667.61.

(H) The person is required to register pursuant to Section 290.004.

(I) The person was convicted of a felony offense described in subdivision (b) or (c) of Section 236.1.

(J) The person was convicted of a felony offense described in subdivision (a), (c), or (d) of Section 243.4.

(K) The person was convicted of violating paragraph (2), (3), or (4) of subdivision (a) of Section 261 or was convicted of violating Section 261 and punished pursuant to paragraph (1) or (2) of subdivision (c) of Section 264.

(L) The person was convicted of violating paragraph (1) of subdivision (a) of former Section 262.

(M) The person was convicted of violating Section 264.1.

(N) The person was convicted of any offense involving lewd or lascivious conduct under Section 272.

(O) The person was convicted of violating paragraph (2) of subdivision (c) or subdivision (d), (f), or (i) of Section 286.

(P) The person was convicted of violating paragraph (2) of subdivision (c) or subdivision (d), (f), or (i) of Section 287 or former Section 288a.

(Q) The person was convicted of violating paragraph (1) of subdivision (a) or subdivision (d), (e), or (j) of Section 289.

(R) The person was convicted of a felony violation of Section 311.1 or 311.11 or of violating subdivision (b), (c), or (d) of Section 311.2, Section 311.3, 311.4, or 311.10.

(4) (A) A person who is required to register pursuant to Section 290.005 shall be placed in the appropriate tier if the offense is assessed as equivalent to a California registerable offense described in subdivision (c).

(B) If the person's duty to register pursuant to Section 290.005 is based solely on the requirement of registration in another jurisdiction, and there is no equivalent California registerable offense, the person shall be subject to registration as a tier two offender, except that the person is subject to registration as a tier three offender if one of the following applies:

(i) The person's risk level on the static risk assessment instrument (SARATSO), pursuant to Section 290.06, is well above average risk at the time of release on the index sex offense into the community, as defined in the Coding Rules for that instrument.

(ii) The person was subsequently convicted in a separate proceeding of an offense substantially similar to an offense listed in subdivision (c) which is also substantially similar to an offense described in subdivision (c) of Section 667.5, or is substantially similar to Section 269 or 288.7.

(iii) The person has ever been committed to a state mental hospital or mental health facility in a proceeding substantially similar to civil commitment as a sexually violent predator pursuant to Article 4 (commencing with Section 6600) of Chapter 2 of Part 2 of Division 6 of the Welfare and Institutions Code.

(5) (A) The Department of Justice may place a person described in subdivision (c), or who is otherwise required to register pursuant to the Act, in a tier-to-be-determined category if the appropriate tier designation described in this subdivision cannot be immediately ascertained. An individual placed in this tier-to-be-determined category shall continue to register in accordance with the Act. The individual shall be given credit toward the mandated minimum registration period for any period for which the individual registers.

(B) The Department of Justice shall ascertain an individual's appropriate tier designation as described in this subdivision within 24 months of the individual's placement in the tier-to-be-determined category.

(e) The minimum time period for the completion of the required registration period in tier one or two commences on the date of release from incarceration, placement, or commitment, including any related civil commitment on the registerable offense. The minimum time for the completion of the required registration period for a designated tier is tolled during any period of subsequent incarceration, placement, or commitment, including any subsequent civil commitment, except that arrests not resulting in conviction, adjudication, or revocation of probation or parole shall not toll the required registration period. The minimum time period shall be extended by one year for each misdemeanor conviction of failing to register under this act, and by three years for each felony conviction of failing to register under this act, without regard to the actual time served in custody for the conviction. If a registrant is subsequently convicted of another offense requiring registration pursuant to the Act, a new minimum time period for the completion of the registration requirement for the applicable tier shall commence upon that person's release from incarceration, placement, or commitment, including any related civil commitment. If the subsequent conviction requiring registration pursuant to the Act occurs prior to an order to terminate the registrant from the registry after completion of a tier associated with the first conviction for a registerable offense, the applicable tier shall be the highest tier associated with the convictions.

(f) This section does not require a ward of the juvenile court to register under the Act, except as provided in Section 290.008.

SEC. 2. Section 647 of the Penal Code is amended to read:

647. Except as provided in ~~paragraphs (3) and~~ **paragraph** (5) of subdivision (b) and in subdivision (l), every person who commits any of the following acts is guilty of disorderly conduct, a misdemeanor:

(a) An individual who solicits anyone to engage in or who engages in lewd or dissolute conduct in any public place or in any place open to the public or exposed to public view.

(b) (1) An individual who solicits, or who agrees to engage in, or who engages in, any act of prostitution with the intent to receive compensation, money, or anything of value from another person. An individual agrees to engage in an act of prostitution when, with specific intent to so engage, the individual manifests an acceptance of an offer or solicitation by another person to so engage, regardless of whether the offer or solicitation was made by a person who also possessed the specific intent to engage in an act of prostitution.

(2) An individual who solicits, or who agrees to engage in, or who engages in, any act of prostitution with another person who is 18 years of age or older in exchange for the individual providing compensation, money, or anything of value to the other person. An individual agrees to engage in an act of prostitution when, with specific intent to so engage, the individual manifests an acceptance of an offer or solicitation by another person who is 18 years of age or older to so engage, regardless of whether the offer or solicitation was made by a person who also possessed the specific intent to engage in an act of prostitution.

(3) An individual who solicits, or who agrees to engage in, or who engages in, any act of prostitution with another person who is a minor in exchange for the individual providing compensation, money, or anything of value to the minor. An individual agrees to engage in an act of prostitution when, with specific intent to so engage, the individual manifests an acceptance of an offer or solicitation by someone who is a minor to so engage, regardless of whether the offer or solicitation was made by a minor who also possessed the specific intent to engage in an act of prostitution.

(4) A manifestation of acceptance of an offer or solicitation to engage in an act of prostitution does not constitute a violation of this subdivision unless some act, in addition to the manifestation of acceptance, is done within this state in furtherance of the commission of the act of prostitution by the person manifesting an acceptance of an offer or solicitation to engage in that act. As used in this subdivision, "prostitution" includes any lewd act between persons for money or other consideration.

(5) Notwithstanding paragraphs (1) to (3), inclusive, this subdivision does not apply to a child under 18 years of age who is alleged to have engaged in conduct to receive money or other consideration that would, if committed by an adult, violate this subdivision. A commercially exploited child under this paragraph may be adjudged a dependent child of the court pursuant to paragraph (2) of subdivision (b) of Section 300 of the Welfare and Institutions Code and may be taken into temporary custody pursuant to subdivision (a) of Section 305 of the Welfare and Institutions Code, if the conditions allowing temporary custody without warrant are met.

(c) Who accosts other persons in any public place or in any place open to the public for the purpose of begging or soliciting alms.

(d) Who loiters in or about any toilet open to the public for the purpose of engaging in or soliciting any lewd or lascivious or any unlawful act.

(e) Who lodges in any building, structure, vehicle, or place, whether public or private, without the permission of the owner or person entitled to the possession or in control of it.

(f) Who is found in any public place under the influence of intoxicating liquor, any drug, controlled substance, toluene, or any combination of any intoxicating liquor, drug, controlled substance, or toluene, in a condition that they are unable to exercise care for their own safety or the safety of others, or by reason of being under the influence of intoxicating liquor, any drug, controlled substance, toluene, or any combination of any intoxicating liquor, drug, or toluene, interferes with or obstructs or prevents the free use of any street, sidewalk, or other public way.

(g) If a person has violated subdivision (f), a peace officer, if reasonably able to do so, shall place the person, or cause the person to be placed, in civil protective custody. The person shall be taken to a facility, designated pursuant to Section 5170 of the Welfare and Institutions Code, for the 72-hour treatment and evaluation of inebriates. A peace officer may place a person in civil protective custody with that kind and degree of force authorized to effect an arrest for a misdemeanor without a warrant. A person who has been placed in civil protective custody shall not thereafter be subject to any criminal prosecution or juvenile court proceeding based on the facts giving rise to this placement. This subdivision does not apply to the following persons:

(1) A person who is under the influence of any drug, or under the combined influence of intoxicating liquor and any drug.

(2) A person who a peace officer has probable cause to believe has committed any felony, or who has committed any misdemeanor in addition to subdivision (f).

(3) A person who a peace officer in good faith believes will attempt escape or will be unreasonably difficult for medical personnel to control.

(h) Who loiters, prowls, or wanders upon the private property of another, at any time, without visible or lawful business with the owner or occupant. As used in this subdivision, "loiter" means to delay or linger without a lawful purpose for being on the property and for the purpose of committing a crime as opportunity may be discovered.

(i) Who, while loitering, prowling, or wandering upon the private property of another, at any time, peeks in the door or window of any inhabited building or structure, without visible or lawful business with the owner or occupant.

(j) (1) A person who looks through a hole or opening, into, or otherwise views, by means of any instrumentality, including, but not limited to, a periscope, telescope, binoculars, camera, motion picture camera, camcorder, mobile phone, electronic device, or unmanned aircraft system, the interior of a bedroom, bathroom, changing room, fitting room, dressing room, or tanning booth, or the interior of any other area in which the occupant has a reasonable expectation of privacy, with the intent to invade the privacy of a person or persons inside. This subdivision does not apply to those areas of a private business used to count currency or other negotiable instruments.

(2) A person who uses a concealed camcorder, motion picture camera, or photographic camera of any type, to secretly videotape, film, photograph, or record by electronic means, another identifiable person under or through the clothing being worn by that other person, for the purpose of viewing the body of, or the undergarments worn by, that other person, without the consent or knowledge of that other person, with the intent to arouse, appeal to, or gratify the lust, passions, or sexual desires of that person and invade the privacy of that other person, under circumstances in which the other person has a reasonable expectation of privacy. For the purposes of this paragraph, "identifiable" means capable of identification, or capable of being recognized, meaning that someone, including the victim, could identify or recognize the victim. It does not require the victim's identity to actually be established.

(3) (A) A person who uses a concealed camcorder, motion picture camera, or photographic camera of any type, to secretly videotape, film, photograph, or record by electronic means, another identifiable person who may be in a state of full or partial undress, for the purpose of viewing the body of, or the undergarments worn by, that

other person, without the consent or knowledge of that other person, in the interior of a bedroom, bathroom, changing room, fitting room, dressing room, or tanning booth, or the interior of any other area in which that other person has a reasonable expectation of privacy, with the intent to invade the privacy of that other person. For the purposes of this paragraph, "identifiable" means capable of identification, or capable of being recognized, meaning that someone, including the victim, could identify or recognize the victim. It does not require the victim's identity to actually be established.

(B) Neither of the following is a defense to the crime specified in this paragraph:

(i) The defendant was a cohabitant, landlord, tenant, cotenant, employer, employee, or business partner or associate of the victim, or an agent of any of these.

(ii) The victim was not in a state of full or partial undress.

(4) (A) A person who intentionally distributes or causes to be distributed the image of the intimate body part or parts of another identifiable person, or an image of the person depicted engaged in an act of sexual intercourse, sodomy, oral copulation, sexual penetration, or an image of masturbation by the person depicted or in which the person depicted participates, under circumstances in which the persons agree or understand that the image shall remain private, the person distributing the image knows or should know that distribution of the image will cause serious emotional distress, and the person depicted suffers that distress.

(B) (i) A person intentionally distributes an image described in subparagraph (A) when that person personally distributes the image.

(ii) A person intentionally causes an image described in subparagraph (A) to be distributed when that person arranges, specifically requests, or intentionally causes another person to distribute the image.

(C) As used in this paragraph, the following terms have the following meanings:

(i) "Distribute" includes exhibiting in public or giving possession.

(ii) "Identifiable" has the same meaning as in paragraphs (2) and (3).

(iii) "Intimate body part" means any portion of the genitals, the anus and, in the case of a female, also includes any portion of the breasts below the top of the areola, that is either uncovered or clearly visible through clothing.

(D) It shall not be a violation of this paragraph to distribute an image described in subparagraph (A) if any of the following applies:

(i) The distribution is made in the course of reporting an unlawful activity.

(ii) The distribution is made in compliance with a subpoena or other court order for use in a legal proceeding.

(iii) The distribution is made in the course of a lawful public proceeding.

(iv) The distribution is related to a matter of public concern or public interest. Distribution is not a matter of public concern or public interest solely because the depicted individual is a public figure.

(5) This subdivision does not preclude punishment under any section of law providing for greater punishment.

(k) (1) A second or subsequent violation of subdivision (j) is punishable by imprisonment in a county jail not exceeding one year, or by a fine not exceeding two thousand dollars (\$2,000), or by both that fine and imprisonment.

(2) If the victim of a violation of subdivision (j) was a minor at the time of the offense, the violation is punishable by imprisonment in a county jail not exceeding one year, or by a fine not exceeding two thousand dollars (\$2,000), or by both that fine and imprisonment.

(l) (1) (A) If a crime is committed in violation of subdivision (b) ~~and by a defendant who is 18 years of age or older,~~ the person who was solicited was a minor at the time of the offense, ~~regardless of whether and~~ the defendant knew or should have known that the person who was solicited was a minor at the time of the offense, the violation is punishable by imprisonment ~~in the state prison for two, three, or four years, and by a fine not exceeding twenty-five thousand dollars (\$25,000).~~ *in the county jail for not less than two days and not more*

than one year, or by a fine not exceeding ten thousand dollars (\$10,000), or by both that fine and imprisonment, except as provided in paragraph (2).

(B) The court may, in unusual cases, when the interests of justice are best served, reduce or eliminate the mandatory two days of imprisonment in a county jail required by this paragraph. If the court reduces or eliminates the mandatory two days' imprisonment, the court shall specify the reason on the record.

(2) (A) If the solicited minor was under 16 years of age at the time of the offense, the violation is punishable by either of the following:

(i) Imprisonment in the county jail not exceeding one year and a fine not to exceed ten thousand dollars (\$10,000).

(ii) Imprisonment pursuant to subdivision (h) of Section 1170.

(B) A second or subsequent violation of this paragraph is punishable as a felony by imprisonment pursuant to subdivision (h) of Section 1170.

SEC. 3. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.



SB-1414 Crimes: solicitation of a minor. (2023-2024)

Senate: [1st](#) [Cmt](#) [2nd](#) [Cmt](#)

Assembly:

Bill Status

Measure:	SB-1414
Lead Authors:	Grove (S) , Caballero (S) , Rubio (S)
Principal Coauthors:	-
Coauthors:	-
Topic:	Crimes: solicitation of a minor.
31st Day in Print:	03/18/24
Title:	An act to amend Sections 290 and 647 of the Penal Code, relating to crimes.
House Location:	Senate
Last Amended Date:	04/22/24
Committee Location:	Sen Appropriations

Type of Measure

Active Bill - In Committee Process
Majority Vote Required
Non-Appropriation
Fiscal Committee
State-Mandated Local Program
Non-Urgency
Non-Tax levy

Last 5 History Actions

Date	Action
04/22/24	Read second time and amended. Re-referred to Com. on APPR.
04/18/24	From committee: Do pass as amended and re-refer to Com. on APPR. (Ayes 4. Noes 0. Page 3638.) (April 16).
03/14/24	Set for hearing April 16.
02/29/24	Referred to Com. on PUB S.
02/20/24	From printer. May be acted upon on or after March 18.

SENATE COMMITTEE ON PUBLIC SAFETY

Senator Aisha Wahab, Chair

2023 - 2024 Regular

Bill No: SB 1414 **Hearing Date:** April 16, 2024
Author: Grove
Version: February 16, 2024
Urgency: No **Fiscal:** Yes
Consultant: SC

Subject: *Crimes: solicitation of a minor*

HISTORY

Source: Author

Prior Legislation: AB 1970 (Boerner Horvath), held in Assem. Public Safety Comm., 2022
AB 1173 (Rubio), failed passage Assem. Public Safety Comm., 2021
AB 892 (Choi), failed passage Assem. Public Safety Comm., 2021
AB 2862 (Rubio), held in Assem. Public Safety Comm., 2020
AB 663 (Cunningham), held in Sen. Approps., 2019
SB 303 (Morrell), held in Sen. Public Safety Comm., 2017
SB 982 (Huff), held in Sen. Approps., 2014

Support: Bakersfield Crisis Pregnancy Center, INC.; Bilateral Safety Corridor Coalition; Breaking the Chains; California City Police; California Association of Highway Patrolmen; California Baptist for Biblical Values; California Catholic Conference; California Commission on Sexual Exploitation; California Family Council; California Police Chiefs Association; California State Sheriffs' Association; Childhelp; Church Without Walls; City of Taft; City of Taft Police Department; City of Tehachapi; Compadres Connect; Concerned Women for America; Coolidge Triangle; County of Kern; County of San Luis Obispo; Empowerment (Dess Perkins Foundation); Exodus Cry; Forgotten Children INC.; Fresno County District Attorney Lisa A. Smittcamp; Fresno Police Department; Garden Pathways; Global Hope 365; Greater Bakersfield Chamber of Commerce; Greater Bakersfield Republican Assembly; Helping US; Interfaith Statewide Coalition; Journey Out; Kern County Fire Chief; Kern County Probation Department; Kern County Sheriff's Office; Kern County Supervisor Jeff Flores; Kern High School District; Lighthouse Baptist Church; Love Never Fails; Lucerne Valley Economic Development Association (LVEDA); Magdalene Hope, INC.; National Center on Sexual Exploitation (NCOSE); People's Association of Justice Advocates; Project Rescue; Real Impact; Republican National Hispanic Assembly of California (RNHA Ca); San Bernardino County Sheriff's Department; San Diego City Attorney's Office; Santa Barbara Women's Political Committee; Sower Education Group - Rachel Thomas; The American Council for Evangelicals; The Foundation United; Tulare County Probation Department; Tulare County Sheriff; Tulare District Attorney; Tulare County; US Representative, David G. Valadao; Visalia Police Department; Women's Center-high Desert, INC.; Zoe International; 6 private individuals

Opposition: California Public Defenders Association; Californians for Safety and Justice; Californians United for a Responsible Budget; Ella Baker Center for Human Rights; Initiate Justice; Initiate Justice Action; Rubicon Programs; Santa Cruz Barrios Unidos; Smart Justice; Young Women's Freedom Center

PURPOSE

The purpose of this bill is to: 1) remove the requirement that a person who solicited a minor for an act of solicitation knew or should have known that the person solicited was a minor, 2) increase the penalty for solicitation of minor punishable in state prison for 2, 3, or 4 years, and 3) require a person convicted of soliciting a minor, on or after January 1, 2025, to register as a sex offender.

Existing law makes it a misdemeanor to solicit anyone to engage in or engage in lewd or dissolute conduct in any public place or in any place open to the public or exposed to public view. (Pen. Code, § 647, subd. (a).)

Existing law makes it a misdemeanor to solicit, agree to engage in, or engage in any act of prostitution with the intent to receive compensation, money, or anything of value from another person. This act is punishable by (Pen. Code, § 647, subd. (b)(1).)

Existing law makes it a misdemeanor to solicit, agree to engage in, or engage in, any act of prostitution with another person who is 18 years of age or older in exchange for the individual providing compensation, money, or anything of value to the other person. (Pen. Code § 647, subd. (b)(2).)

Existing law makes it a misdemeanor to solicit, or agree to engage in, or engage in, any act of prostitution with another person who is a minor in exchange for the individual providing compensation, money, or anything of value to the minor. (Pen. Code § 647, subd. (b)(3).)

Existing law provides that if the crime of solicitation of a minor is committed and the defendant knew or should have known that the person solicited was a minor at the time of the offense, the violation is punishable by imprisonment in a county jail for a minimum of two days and not more than one year, or by a fine not \$10,000, or by both that fine and imprisonment. (Pen. Code § 647, subd. (l)(1).)

This bill removes the requirement that the person soliciting prostitution knew or should have known that the person being solicited was a minor at the time of the offense in order to be guilty of the heightened misdemeanor penalty in subdivision (l) of Penal Code Section 647.

Existing law authorizes a court, in unusual cases, when the interests of justice are best served, to reduce or eliminate the mandatory two days of imprisonment in a county jail required under Penal Code section 647, subd. (l)(1). If the court reduces or eliminates the mandatory two days' imprisonment, the court shall specify the reason on the record. (Pen. Code, § 647, subd. (l)(2).)

This bill deletes the above provision.

This bill increases the punishment for a person convicted of soliciting a minor from a misdemeanor punishable by imprisonment for a minimum of two days and a maximum of one year and/or a maximum fine of \$10,000 to a felony punishable by 2, 3, or 4 years in state prison and/or a maximum fine of \$25,000.

Existing law requires persons convicted of specified crimes to annually register as a sex offender for a minimum term of ten or twenty years, or life. (Pen. Code, § 290.)

This bill requires a person who is convicted of soliciting a minor, on or after January 1, 2025, to annually register as a sex offender for a minimum of ten years.

COMMENTS

1. Need for This Bill

According to the author of this bill:

SB 1414 states that any individual who solicits, agrees to engage in, or engages in any act of commercial sex with a minor will face felony charges. If passed, this law will hold these offenders accountable under strict liability (meaning buyers can't just claim they thought the child was of age) and they will face imprisonment in the state prison, along with fines up to \$25,000 and mandatory registration as a sex offender. We must continue to shed light on the darkness of human trafficking, bring justice and protection to those who are most vulnerable. We are sending a clear message with SB 1414— Not one more child should have to suffer at the hands of those who seek to exploit and harm them.

2. Solicitation of a Minor

Existing law provides that the penalty for solicitation of a minor, who the person knew or should have known was a minor, is a minimum of two days imprisonment in county jail and up to one year in county jail and/or a fine of not more than \$10,000. Existing law also provides that the court may, in unusual circumstance eliminate the mandatory two days in jail. (Pen. Code, § 647, subd. (1).) Where there is no showing that the defendant knew or should have known the person was a minor, the offense is punishable by up to six months in the county jail and/or a fine up to \$1,000. (Pen. Code, § 647, subd. (b)(3).)

This bill would instead make all solicitation of a minor a state prison felony offense with a penalty of two, three or four years in state prison, and/or a fine not exceeding \$25,000, regardless of whether the defendant knew or should have known the person was a minor. In doing so, this bill lowers the bar as to what must be proven to obtain a criminal conviction while at the same time increasing the punishment under the statute to a state prison felony.

A number of other crimes, including crimes with felony penalties, already exist relating to solicitation of a minor. Soliciting (arranging a meeting with) a minor for lewd purposes is punishable as a misdemeanor, or as a state prison felony under some circumstances (if the defendant goes to the arranged meeting or is required to register as a sex offender). (Pen. Code, § 288.4.) To be guilty of this offense the defendant must believe the person is a minor. (*Ibid.*) Contacting a minor with the intent to commit a specified sex offense is punishable in state

prison. (Pen. Code, § 288.3.) To be guilty of this offense, the defendant must have known or should have known the person is a minor. (*Ibid.*) “Sexting” a minor is a wobbler punishable as a misdemeanor or state prison felony. (Pen. Code, § 288.2.) To be guilty of this offense, the defendant must have known, or should have known, or believed that the person is a minor. (*Ibid.*) Luring or attempting to lure a minor under the age of 14 is punishable as an infraction or misdemeanor. (Pen. Code, § 272, subd. (b)(1).) To be guilty of this offense, the defendant must have known or reasonably should have known that the minor is under 14 years of age. (*Ibid.*)

Statutory rape is punishable as a misdemeanor or a county jail felony depending on the difference in age between the defendant and the victim. (Pen. Code, § 261.5.) Good faith reasonable belief that that minor was an adult is a defense to the crime. (*People v. Hernandez* (1964) 61 Cal. 2d 529.) Lewd acts with a minor 14 or 15 years of age and under is punishable as a misdemeanor in some circumstances or a state prison felony. (Pen. Code, § 288.) Due to the younger age of the intended victims in this offense, mistake of fact regarding the minor’s age is not a defense. (*People v. Paz* (2000) 80 Cal. App. 4th 293.)

3. History of Sex Offender Registration

California was the first state to require sex offender registration in 1947. The stated purpose for sex offender registration is to deter offenders from committing future crimes, provide law enforcement with an additional investigative tool, and increase public protection. [*Wright vs. Superior Court* (1997) 15 Cal.4th 521, 526; Alissa Pleau (2007) *Review of Selected 2007 California Legislation: Closing a Loophole in California's Sex Offender Registration Laws*, 38 McGeorge L. Rev. 276, 277; *Hatton vs. Bonner* (2004) 365 F. 3rd 955, 961.] California’s sex offender registration law historically required lifetime registration by persons convicted of specified sex crimes. (Pen. Code, § 290 subd. (a).)

In 1996, California enacted "Megan's Law" allowing the public to access an address list of registered sex offenders. Before 2003, members of the public could only obtain the information on the Megan's Law list by calling a "900" number or visiting certain designated law enforcement agencies and reviewing a CD-ROM. However, in 2003, California required the Department of Justice (DOJ) to put the Megan's Law list of offenders on a public access website with the offender's address, photo and list of offenses. (See Pen. Code, § 290.46, subd. (a).) For some offenders with less serious offenses, only their ZIP code is listed. Now, a citizen can enter their address and see if there are registered sex offenders living in the community or even next door.

In 2017, California modified its sex registry to a three-tiered registration system based on seriousness of the crime, risk of sexual reoffending, and criminal history. (SB 384 (Wiener), chapter 541, statutes of 2017.) The recommendation to move to a tiered system came from the California Sex Offender Management Board’s 2010 recommendations report. (See https://casomb.org/docs/CASOMB%20Report%20Jan%20202010_Final%20Report.pdf (Jan. 2010), p. 50 [as of Apr. 8, 2024].) According to the committee’s analysis for the bill which started off as SB 421 (Wiener) of that same year:

Based on a survey of several municipal law enforcement agencies in California, it is estimated that local law enforcement agencies spend between 60-66% of their resources dedicated for sex offender supervision on monthly or annual registration paperwork because of the large numbers of registered sex offenders on our registry. If we can remove low risk offenders from the registry it will free up law

enforcement officers to monitor the high risk offenders living in our communities. Law enforcement cannot protect the community effectively when they are in the office doing monthly or annual paperwork for low risk offenders, when they could be out in the community monitoring high risk offenders. Furthermore, the public is overwhelmed by the number of offenders displayed online in each neighborhood and do not know which offenders are considered low risk and which offenders are considered high risk and therefore truly dangerous.

(Sen. Com. on Public Safety, Analysis of Senate Bill No. 421 (2017-18 Reg. Sess.) as amended Apr. 17, 2017, p. 9.) A tier one offender is someone who is required to register for a misdemeanor sex offense or a felony conviction that is not a serious or violent felony. Tier one requires a person to register for a minimum of 10 years. (Pen. Code, § 290, subd. (d)(1).) A tier two offender is a person who is required to register for a felony that is defined as a serious or violent felony or other specified sex offenses, unless the person is otherwise required to register under tier three. Tier two requires a person to register for a minimum of 20 years. (Pen. Code, § 290, subd. (d)(2).) A tier three offender is a person who is convicted a specified offense or under the one-strike sex law, or is designated as a sexually violent predator or habitual sex offender, in addition to other qualifying offenses and circumstances. (Pen. Code, § 290, subd. (d)(3).)

Sex offenders are required to register annually within five working days of their birthday. (Pen. Code, § 290 subd. (b).) If the offender has no fixed address, they are required to register every 30 days. (Pen. Code, § 290.011 subd. (a).) A person is also required to notify law enforcement of any change of address within five days of moving. (Pen. Code, § 290.013.) A person who fails to register as a sex offender within the period required by law is guilty of a felony punishable by 16 months, 2 or 3 years. (Pen. Code, § 290.018 subd. (b).) A person who changes their name is required to inform law enforcement within 5 working days. (Pen. Code, § 290.14, subd. (a).) A person who is required to register their Internet identifiers who adds or changes an Internet identifier is required to report this change within 30 working days of the change. (Pen. Code, § 290.14, subd. (b).)

The minimum time period for completion of the required registration period in tier one or tier two begins on the date of the person's release from incarceration or other commitment on the registerable offense. The time period is tolled during any period of subsequent incarceration or commitment, except that arrests not resulting in conviction, adjudication or revocation of supervision shall not toll the registration period. The minimum time period shall be extended by one year for each misdemeanor conviction of failing to register under this act, and by three years for each felony conviction of failing to register under this act, without regard to the actual time served in custody for the conviction (Pen. Code, § 290, subd. (e).)

The registration statute requires all persons convicted of a listed crime to register annually within five days of their birthday. (Pen. Code, § 290.012 subd. (a).) Although most registerable offenses are felonies, there some alternate felony/misdemeanor penalties and a few straight misdemeanors. (See (Pen. Code, § 243.4 (sexual battery); (Pen. Code, § 266c (obtaining sexual consent by fraud); (Pen. Code, §§ 311.1, 311.2, subd. (c), 311.4, 311.11 (child pornography); (Pen. Code § 647.6 (annoying or molesting a child); and, (Pen. Code, § 314, (1)(2) (indecent exposure).) Certain offenses where the act was engaged in voluntarily, albeit without consent because minors cannot legally consent, only require sex offender registration when there is more than a 10-year age gap between the defendant and the minor. (Pen. Code, § 290, subd. (c)(2).)

A court may also order a person not otherwise required to register as a sex offender if they find that the person committed the offense as a result of sexual compulsion or for the purposes of sexual gratification. (Pen. Code, § 290.006.)

This bill adds solicitation of a minor to the list of offenses that require mandatory sex offender registration under tier one which is registration for a minimum period of 10 years.

4. Creation of New State Prison Felony

In January 2010, a three-judge panel issued a ruling ordering the State of California to reduce its prison population to 137.5% of design capacity because overcrowding was the primary reason that CDCR was unable to provide inmates with constitutionally adequate healthcare. (*Coleman/Plata vs. Schwarzenegger* (2010) No. Civ S-90-0520 LKK JFM P/NO. C01-1351 THE.) The United State Supreme Court upheld the decision, declaring that “without a reduction in overcrowding, there will be no efficacious remedy for the unconstitutional care of the sick and mentally ill” inmates in California’s prisons. (*Brown v. Plata* (2011) 131 S. Ct. 1910, 1939; 179 L.Ed.2d 969, 999.)

After continued litigation, on February 10, 2014, the federal court ordered California to reduce its in-state adult institution population to 137.5% of design capacity by February 28, 2016, as follows: 143% of design bed capacity by June 30, 2014; 141.5% of design bed capacity by February 28, 2015; and, 137.5% of design bed capacity by February 28, 2016.

CDCR’s March 2024 monthly report on the prison population notes that the state prison population is at 119.6% of design capacity. (<https://www.cdcr.ca.gov/3-judge-court-update/> [as of April 8, 2024].) The monthly report also notes CDCR’s population reduction efforts and evidence of durable compliance with the 137.5% benchmark ordered by the court.

While CDCR is currently in compliance with the three-judge panel’s order on the prison population, the state needs to maintain a “durable solution” to prison overcrowding “consistently demanded” by the court. (Opinion Re: Order Granting in Part and Denying in Part Defendants’ Request For Extension of December 31, 2013 Deadline, NO. 2:90-cv-0520 LKK DAD (PC), 3-Judge Court, *Coleman v. Brown, Plata v. Brown* (2-10-14).)

This bill increases the punishment for solicitation of a minor from a misdemeanor to a state prison felony. Creating a new state prison felony is inconsistent with the goal of finding a durable solution to prison overcrowding.

5. Argument in Support

According to the Tulare County District Attorney:

California is a hot bed for human trafficking and consistently ranks number one in cases reported to the National Human Trafficking Hotline. Human trafficking is among the world’s fastest growing criminal enterprises and is estimated to be a \$150 billion-a-year global industry. It is a form of modern slavery that profits from the exploitation of our most vulnerable populations. There is no such thing as a child receiving money from a grown adult and saying its consensual sex. The reality is that these children, who are unable to consent to their own exploitation, are victims of sex trafficking.

SB 1414 will give a voice to the children who have suffered from this horrific abuse. California has failed to make the actions of the buyer of sex with a child a serious crime. It takes two criminals to commit the crime of child sex trafficking, a buyer and a seller. Buying sex from a child is a serious crime and should be a felony.

6. Argument in Opposition

According to the California Public Defenders Association:

Existing law criminalizing soliciting a minor for an act of prostitution requires that the person knew or should have known that the person solicited was a minor at the time of the offense. A fundamental tenet of criminal law is that the punishment should fit the crime and that persons who commit more serious crimes are punished more seriously. Existing law does exactly that – punishes those who intentionally seek out minors for prostitution more harshly than those who solicit adult prostitutes by doubling the punishment for soliciting minors. This bill, however, punishes some defendants more harshly – felony punishment and sex offender registration – even when those persons do not have the intent to have sex with a minor. This change will unfortunately lump some defendants into the category of “sex offender” with lifelong consequences for them and their families even though the intent is completely lacking.

. . .

Although the age of consent in California is 18 years old, in most of the 50 states, 30-31 states, the age of consent is 16 years old. For example, in 30 states ranging from Alabama, Ohio, Pennsylvania to Washington the age of consent is 16 years old. Several states set the age of consent at 17 years old and only 9 other states besides California require an individual to be 18 years old before they can legally consent to have sex. (<https://aspe.hhs.gov/reports/statutory-rape-guide-state-laws-reporting-requirements-1>.) It is misguided to require individuals to register for 10 years on the Sex Offender Registry when they are engaging in an activity that would be legal in 80% of the country.

-- END --



CITY COUNCIL AGENDA – MAY 7, 2024

SUBJECT: Implementation of Ordinance No. 1905

SOURCE: City Manager's Office

COMMENT: The City is preparing to implement Ordinance No. 1905, Regulating Unsafe Camping Re: Repealing Article VII of Chapter 18 (Sections 18-76 through 18-83) of the Porterville Municipal Code and replacing it with Chapter 18, Article VII, which regulates unsafe and unauthorized camping and storage of personal property, protection of critical infrastructure, and mitigation of harm to the public's health, safety, and welfare. Ordinance No. 1905 was adopted on April 16, 2024, and will become effective on May 16, 2024.

As the Council is aware, the City Council, legal counsel and staff have devoted significant time to discuss and develop Ordinance No. 1905. With the ordinance becoming effective on May 16th, it is now appropriate to prepare for its implementation of the regulations, as well as to designate individuals' roles, develop protocols and forms, and continue coordination with service providers.

It is staff's recommendation that the implementation be a scaled approach as departments increase staffing, acquire necessary equipment, and finalize discussions to ensure that a new operator for the National Guard Armory is secured to allow for expanded services by agencies experienced in providing services for people experiencing homelessness.

Below is a summary of implementation steps the City proposes to take, pending further Council guidance:

- Logistics – An interdepartmental team will work through the questions and also develop protocols of standard operating procedures for City employees, including a procedure for handling storage of personal property and referral to services.
- Training – Concurrently with education and prior to enforcement, all enforcement teams such as Code Enforcement, Police Department, SMART and the Parks Department need to train all personnel on the new ordinance to ensure compliance and proper execution of such.
- Public Information/Education – Develop easily disseminated educational and reference materials for City employees, community members, and individuals experiencing homelessness. In coordination with service providers, City staff will perform continued outreach, communication, and education of the regulations to individuals experiencing homelessness and the community on the new ordinance. The focus would be on voluntary compliance and referral to available resources first and enforcement as a last resort.

- Prioritization – Strategic locations must be identified in order to successfully address the areas of highest concentration, sensibility, risk to public’s health, safety and welfare. Council direction is needed to establish priorities. Some examples would include major corridors where schools are located such as along Henderson Ave, Morton Ave, Olive Ave and commercial districts such as the downtown zone district and waterways. This would help have an organized execution of the ordinance.
- Enforcement – The City will work to obtain voluntary compliance with referral to available services.
- Ongoing Review – Establish regular meetings with team members to brainstorm solutions to unanticipated issues that arise. Quadrant maps are attached reflecting areas where camping is not allowed, including residential zones and buffers of up to 200 ft around critical infrastructure. Additionally, a map outlining possible prioritization based on the examples mentioned above is provided to visualize a first phase that includes those locations such as corridors with schools.

Additionally, a draft resolution approving the designation of specified locations as critical infrastructure will be brought forth at a future meeting based on the direction provided by the City Council.

RECOMMENDATION: That the City Council:

1. Provide direction on the implementation of Ordinance 1905 and the prioritization of locations for phased implementation.

ATTACHMENTS:

1. Prioritization Map
2. Critical Infrastructure Buffer Sector 1
3. Critical Infrastructure Buffer Sector 2
4. Critical Infrastructure Buffer Sector 3
5. Critical Infrastructure Buffer Sector 4

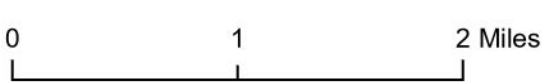
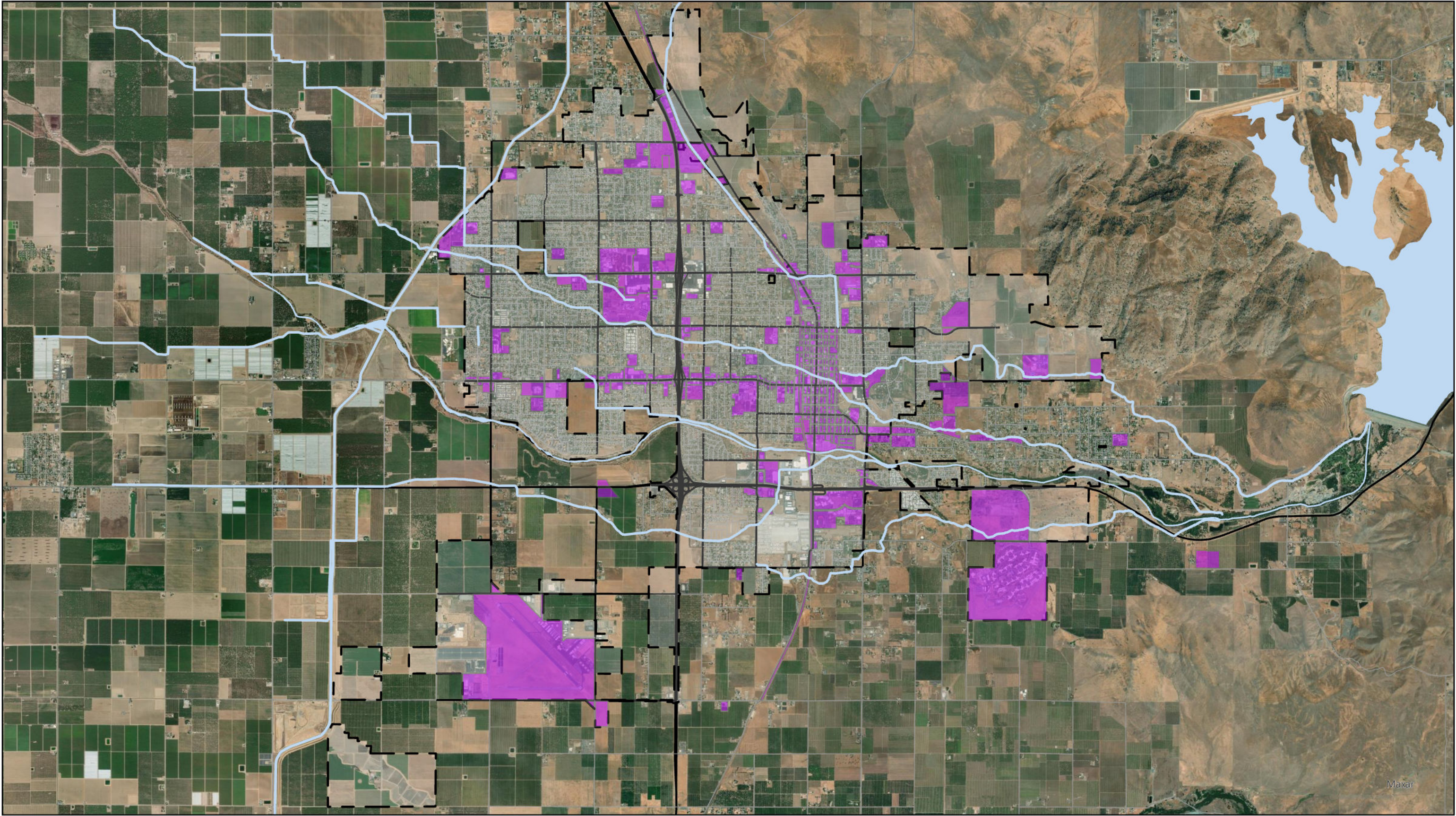
Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, City Manager

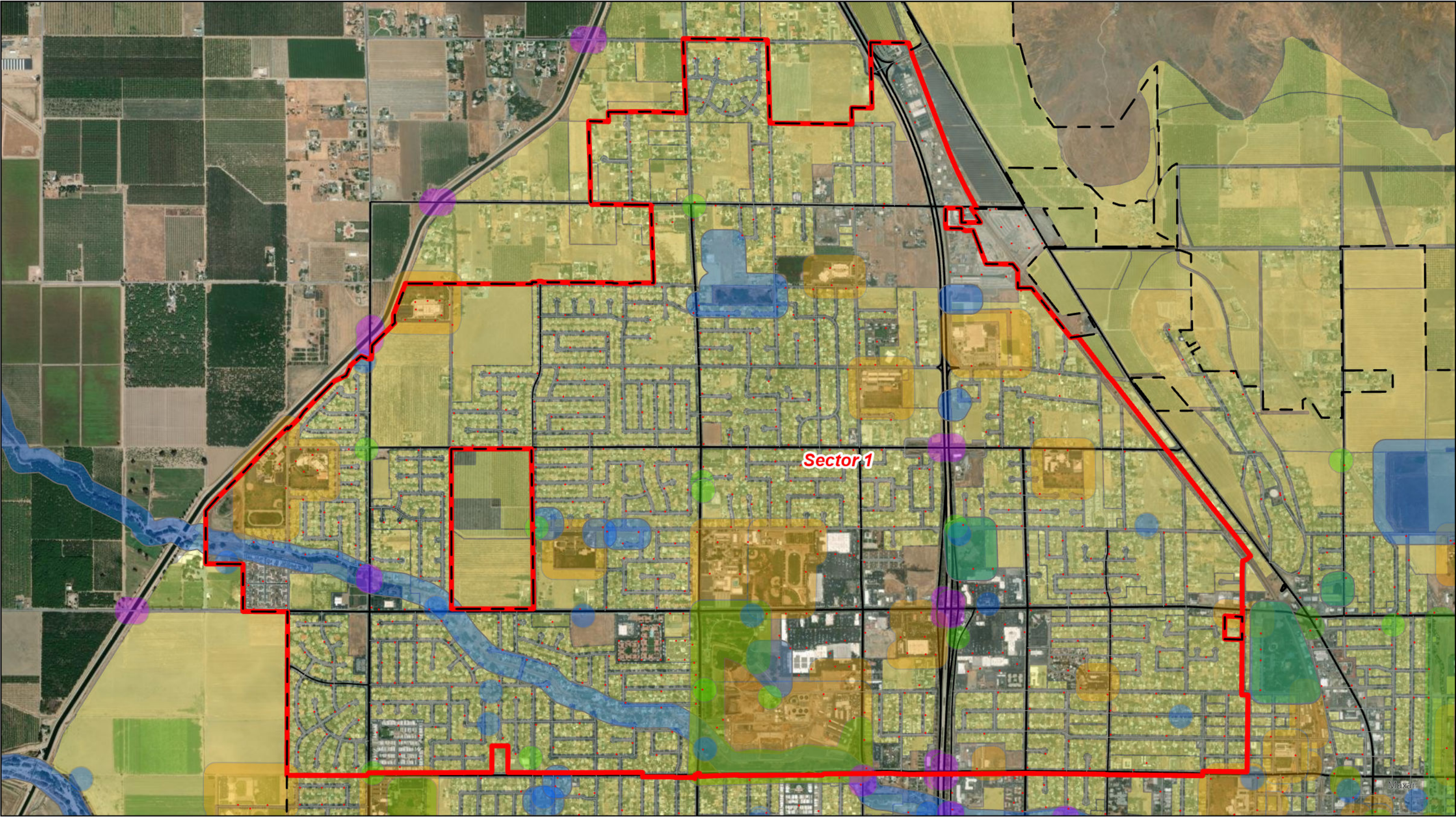
Prioritization Map



 City Limits  Waterways  PS/Downtown/CR/CMX/CG Zoning



Critical Infrastructure Buffer - Sector 1



0 0.25 0.5 Miles

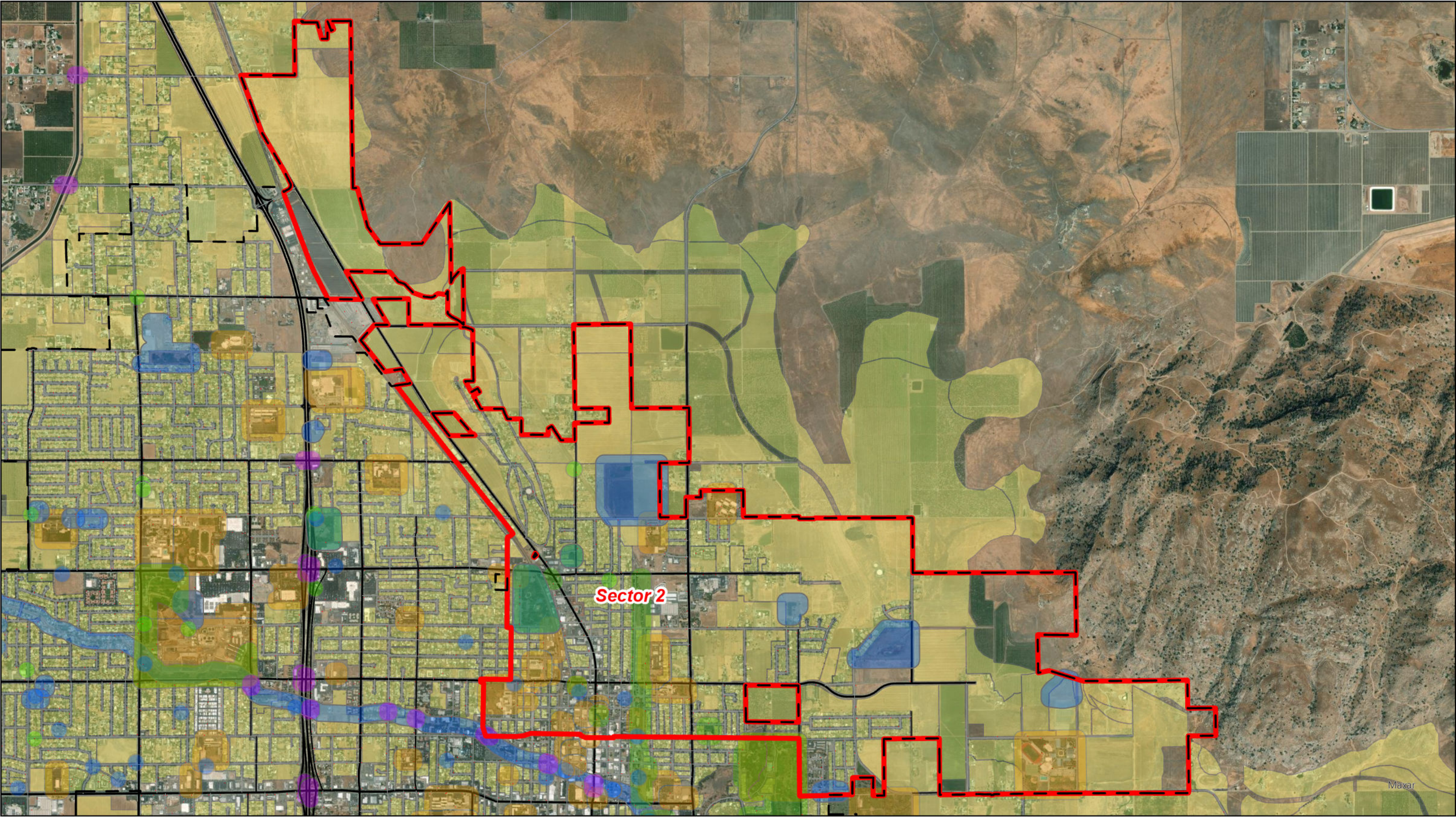


- | | | | |
|----------------------|----------------------------|--|--------------------|
| City Limits | Bridges Buffer | Parks Buffer | Residential Zoning |
| Police Sector | Water Wells Buffer | Fire Stations/Schools/Public Facilities Buffer | |
| Fire Hydrants Buffer | Sewer Lift Stations Buffer | Tule River/Porter Slough/Storm Basins Buffer | |

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Critical Infrastructure Buffer - Sector 2



0 0.5 1 Miles



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City Limits

Police Sector

Fire Hydrants Buffer

Bridges Buffer

Water Wells Buffer

Sewer Lift Stations Buffer

Parks Buffer

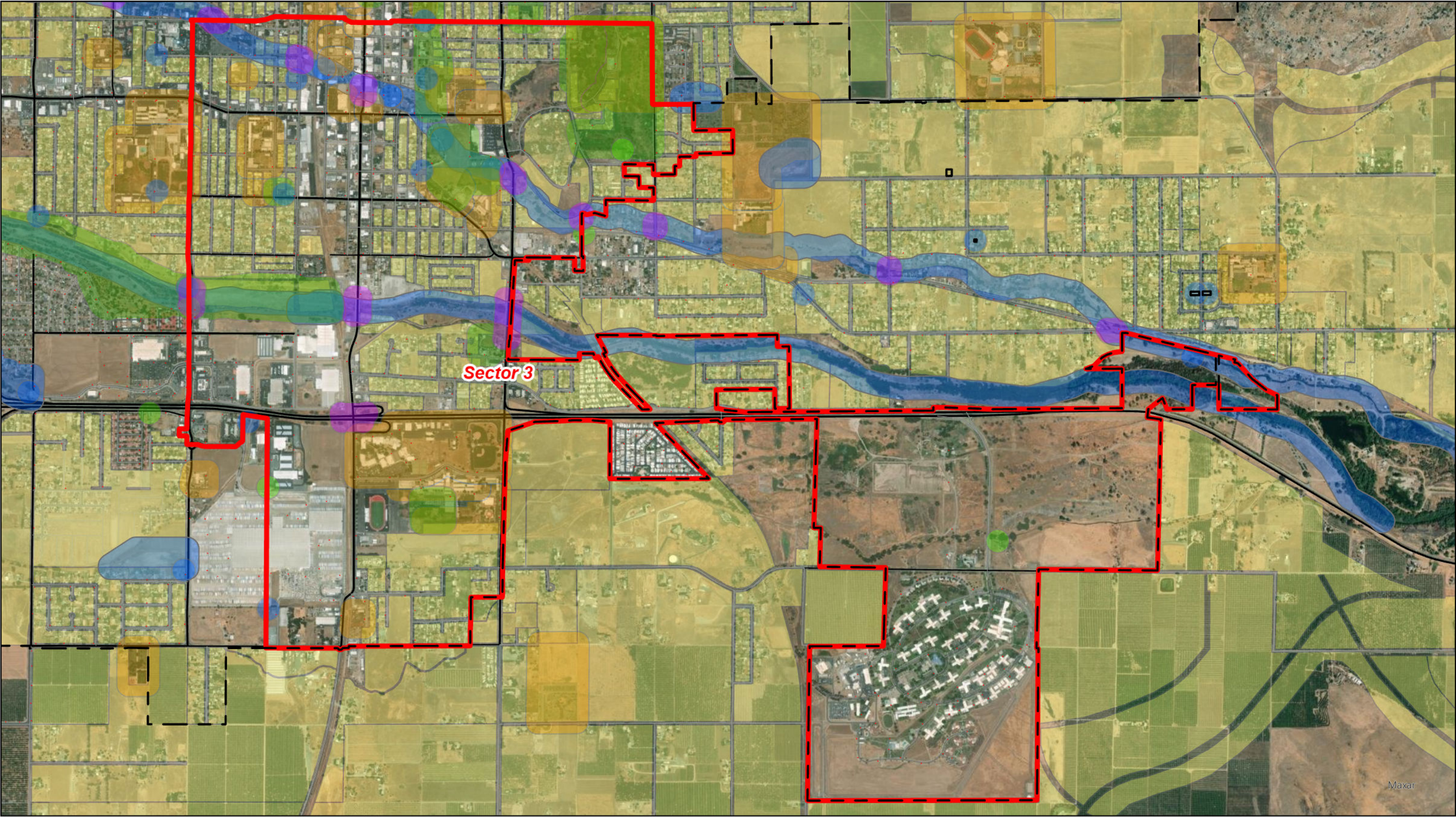
Fire Stations/Schools/Public Facilities Buffer

Tule River/Porter Slough/Storm Basins Buffer

Residential Zoning



Critical Infrastructure Buffer - Sector 3



0 0.25 0.5 Miles

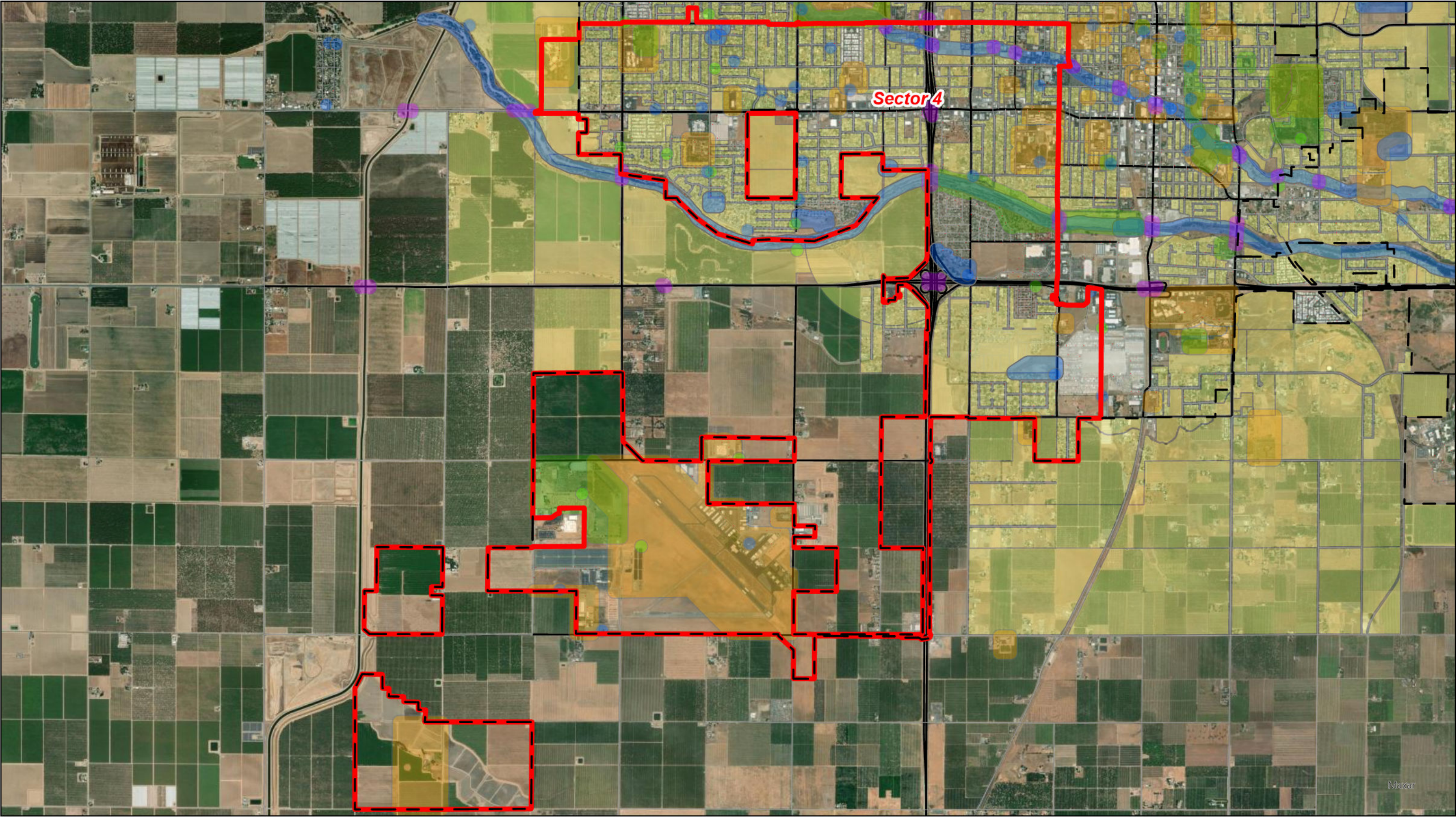


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|----------------------|----------------------------|--|--------------------|
| City Limits | Bridges Buffer | Parks Buffer | Residential Zoning |
| Police Sector | Water Wells Buffer | Fire Stations/Schools/Public Facilities Buffer | |
| Fire Hydrants Buffer | Sewer Lift Stations Buffer | Tule River/Porter Slough/Storm Basins Buffer | |



Critical Infrastructure Buffer - Sector 4



0 0.5 1 Miles



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City Limits

Police Sector

Fire Hydrants Buffer

Bridges Buffer

Water Wells Buffer

Sewer Lift Stations Buffer

Parks Buffer

Fire Stations/Schools/Public Facilities Buffer

Tule River/Porter Slough/Storm Basins Buffer

Residential Zoning

