



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
DECEMBER 17, 2024, 5:30 PM**

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<https://www.youtube.com/@cityofporterville4149>

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

City of Porterville – City Council Meeting of December 17, 2024

Please use the following link below to join the webinar:
<https://us06web.zoom.us/j/85123943656?pwd=URV1Cq6eJ3UPEvZU5PN2vGkS3mk5ya.1>

Or via Telephone: **1-669-900-6833** Webinar ID: **851 2394 3656** Passcode: **714310**

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: APN: 260-300-034. Agency Negotiator: Patrice Hildreth and Jason Ridenour. Negotiating Parties: City of Porterville and Self-Help Enterprises. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.8 - Conference with Real Property Negotiators/Property: APNs: 53-160-064, 253-160-065, 253-160-069, 253-160-070, 261-125-018, 261-125-019, and 261-125-020. Agency Negotiator: Jason Ridenour. Under Negotiation: Terms and Price.

3 - Government Code Section 54957.6 – Conference with Labor Negotiators: Jason Ridenour and Yuliana Andrade. Employee Organization: Management and Confidential Series.

4 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of Porterville v. Tulare County Regional Transit Agency and Abul Hassan, Tulare County Superior Court Case No. VCU312913.

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

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

7 - Government Code Section 54957 - Public Employee Appointment/Employment: Title: City Manager, Interim City Manager.

8 - Government Code Section 54957.6 - Conference with Labor Negotiator. Agency Negotiator: Mayor Greg Meister. Employee Organization: Unrepresented Management - Interim City Manager.

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

Pledge of Allegiance Led by Mayor Meister

Invocation

PRESENTATIONS

Employee of the Month - Aileen Calderon

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. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - December 5, 2024
 2. Library & Literacy Commission - December 10, 2024
 3. Arts Commission
 4. Animal Control Commission
 5. Youth Commission - December 11, 2024
 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports

1. Water Conservation Phase IV Status Update - November 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 December 3, 2024**
Re: Considering approval of the City Council draft Minutes of December 3, 2024.
2. **Ratification of Emergency Repair of Police Department Boiler Heating System**
Re: Consideration to approve the repair of the Police Department HVAC unit from Johnson Controls for \$13,462.84.
3. **Authorization for Police Truck Engine Replacement**
Re: Consider approval of engine replacement for the Police truck by Merle Stone Chevrolet at a cost not to exceed \$16,770.66 (inclusive of all parts, taxes, and labor, including a 10% contingency).
4. **Authorization to Award Contracts - City Pool Improvements Project**
Re: Consideration to award the City Pool Improvements Project located at 97 N. Park Drive, to New Image Pool Interiors of Clovis and Advanced Concrete of Porterville for a combined total of \$561,222; and adopt a draft resolution authorizing the additional appropriation of \$53,344.
5. **Authorization to Purchase a Police Service Dog**
Re: Consideration to approve the purchase of a police service dog and related training from Top Dog Training Center at the cost of \$18,893.75.
6. **Authorization to Purchase Sideload Pivot Arm Assembly**
Re: Consideration to authorize the purchase of a pivot arm assembly for a residential side loader from One Source Parts at a cost not to exceed \$5,769.98.
7. **Authorization to Purchase Replacement Pedestrian Gates for City Corporation Yard**
Re: Consideration to authorize the purchase and installation of three replacement ADA-compliant pedestrian gates for the City Corporation Yard, from Outlaw Industries for a total amount not to exceed \$47,255.10.
8. **Authorization to Enter into an Agreement with the Tulare County Association of Governments (TCAG) for College of the Sequoias (COS) Student Transit Services**
Authorization for the City Manager to execute an agreement with the Tulare County Association of Governments (TCAG) to continue providing transit services for College of the Sequoias (COS) students, with no additional fiscal impact to the City.
9. **Authorization to Execute Landscape Maintenance Agreement with the California Department of Transportation (Caltrans) for the Landscape Screening Project**
Re: Consideration to approve the Landscape Maintenance Agreement for the Landscape Screening Project located in the City of Porterville along State Route 190

from Prospect Street to Plano Street, and along State Route 65 from Henderson Avenue to Avenue 188.

10. Interagency Agreement - Community Center Project Funding

Re: Consideration to approve the Interagency Agreement between the City and the City Park's and Leisure Services Department for the Community Center and Park Project to be constructed along Henderson Avenue just east of Fourth Street.

11. Porterville Girls Fastpitch Hayes Field Agreement Renewal

Re: Consideration to authorize the renewal of the facility use agreement between the City of Porterville and Porterville Girls Fastpitch for the use of Hayes Field.

12. Request for Approval to Apply for Bureau of Justice Assistance FY2024 Edward Byrne Memorial Justice Assistance Grant and Purchase of Four Surveillance Pole Cameras

Re: Consideration to approve the draft resolution authorizing the filing of the FY2024 Edward Byrne Memorial Justice Assistance Grant application, with said funds being utilized to go towards the purchase of four surveillance pole cameras.

13. Retirement of Police K9

Re: Consideration to approve the sale of K9 "Kaiser" to Sergeant Justin Ellestad for the amount of \$1.00.

14. Amendment to the Pay Rate Schedule for Seasonal Employees, Part-Time Employees, and Full-Time Trainee Positions

Re: Consideration to adopt the draft resolution amending the City's Employee Pay and Benefit Plan, Seasonal and Part-Time Rates, and Full-Time Trainee Pay Ranges.

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 relative to flood event.

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

PUBLIC HEARINGS

16. Consideration of Porterville Development Ordinance Text Amendments

Re: Hold the Public Hearing to hear public testimony, and consider the approval of a draft ordinance amending series 200 and 300 of the Porterville Development Ordinance concerning updates to the Housing Policies, Standards, and Procedures of the Development Ordinance.

SCHEDULED MATTERS

17. American Rescue Plan Act (ARPA) Funding

Re: Consideration to authorize the reallocation of \$305,994 in American Rescue Plan Act (ARPA) Funds to fully fund the Porterville Navigation Center; the reallocation of \$94,006 in ARPA funds to fund the Community Center and Park Project; and authorize the Finance Director to redirect any inspect funds from FY 2024/2025 ARPA budget to cover any budget overages for ARPA identified projects.

18. Consideration of Cancellation of January 7, 2025, City Council Meeting

Re: Considering the cancellation of the first City Council Meeting in January 2025.

AB 1234 REPORTS

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

1. Local Initiatives Navigation Center Committee (LINC) - December 4, 2024
2. Tulare County Economic Development Corporation (TCEDC) - December 4, 2024
3. Eastern Tule Groundwater Sustainability Agency (ETGSA) - December 5, 2024
4. Tulare County Association of Governments (TCAG) - December 9, 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 January 7, 2025 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 – DECEMBER 17, 2024

SUBJECT: 1. Water Conservation Phase IV Status Update - November 2024

SOURCE: Public Works

COMMENT: The City has continued to implement an active water conservation approach, conserving water and providing flexibility to the community. As of October 1, 2024, the City transitioned from Phase III to Phase IV of its Water Conservation Plan. The plan applies to all municipal water users within or outside the city limits.

The Phase IV plan decreases outdoor watering to one day per week, with "odd" addresses allowed to water on Saturday and "even" addresses allowed to water on Sunday. Outdoor 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 on Monday, Thursday, or Friday. Watering outdoor landscaping is prohibited during and within forty-eight (48) hours after measurable rainfall, which is now defined as greater than 0.01 inch.

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 each day the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City will respond to enforcement by issuing a Notice of Violation for all witnessed occurrences, and staff will process all reported issues. Enforcement statistics for November 2024 show that four (4) notices of violations were issued for water waste, and one (1) administrative citation was issued.

Water production for November 2024 shows a seven percent (7%) increase from the five-year average. The monthly production for November was 254 million gallons, which is a one percent (1%) decrease compared to November 2013, when it was 254 million gallons. Residential consumption for November 2024 was 95 gallons per capita per day (GPCD).

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. City Staff will evaluate conservation totals in two formats: 1) Calculate the cumulative conservation totals for production as compared to production in 2013, and 2) Calculate cumulative conservation totals in relation to GPCD in efforts to evaluate population growth impacts on

production as compared to 2013. The cumulative total production for the City of Porterville's conservation efforts will be reflected from November 2015 through November 2024. Porterville's cumulative total production conservation through November 2024 is twenty percent (20%). The cumulative total of GPCD for the City of Porterville's conservation efforts will be reflected from November 2015 through November 2024. Porterville's cumulative total GPCD conservation through November 2024 is twenty-five percent (25%).

Under the February 2, 2016, emergency regulation, the City of Porterville received a revised conservation standard of twenty-eight percent (28%) with an additional two percent (2%) reduction for climate adjustment, making the City's conservation standard twenty-six percent (26%). After reviewing the Water Board's Self-Certification criteria for drought impacts on water supplies, the City Council approved maintaining a self-imposed standard of twenty-six percent (26%). 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, and 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).

The State Water Board requires monthly reporting to track what agencies are doing and how they perform throughout the year. Proposed permanent regulations will require agency reporting to continue monitoring urban water conservation performance with a preparedness to implement conservation standards as necessary. In 2018, the California State Legislature enacted Senate Bill (SB) 606 and Assembly Bill (AB) 1668 to establish guidelines for efficient urban water use and a framework for the implementation and oversight of new efficiency standards. On July 3, 2024, the State Water Resources Control Board adopted Resolution No. 2024-0019 to make Conservation a California Way of Life. Making Conservation a California Way of Life is a new way of managing urban water use. The State Water Board will consider a regulation that establishes unique efficiency goals for each Urban Retail Water Supplier in California and provides those suppliers with flexibility to implement locally appropriate solutions. As part of the state's all-of-the-above strategy to expand storage, develop new water supplies, and promote more efficient water use, this regulation seeks to cultivate long-term practices that help communities adapt to California's ongoing water challenges. The proposed regulation will lessen the need for the emergency water use reduction targets that were important in recent droughts. With this new resolution, it is a requirement to track indoor residential water use, which staff is currently in the process of implementing.

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Monthly Production Status November 2024
2. Monthly Production Status GPCD November 2024
3. Drought Response Phase IV Flyer

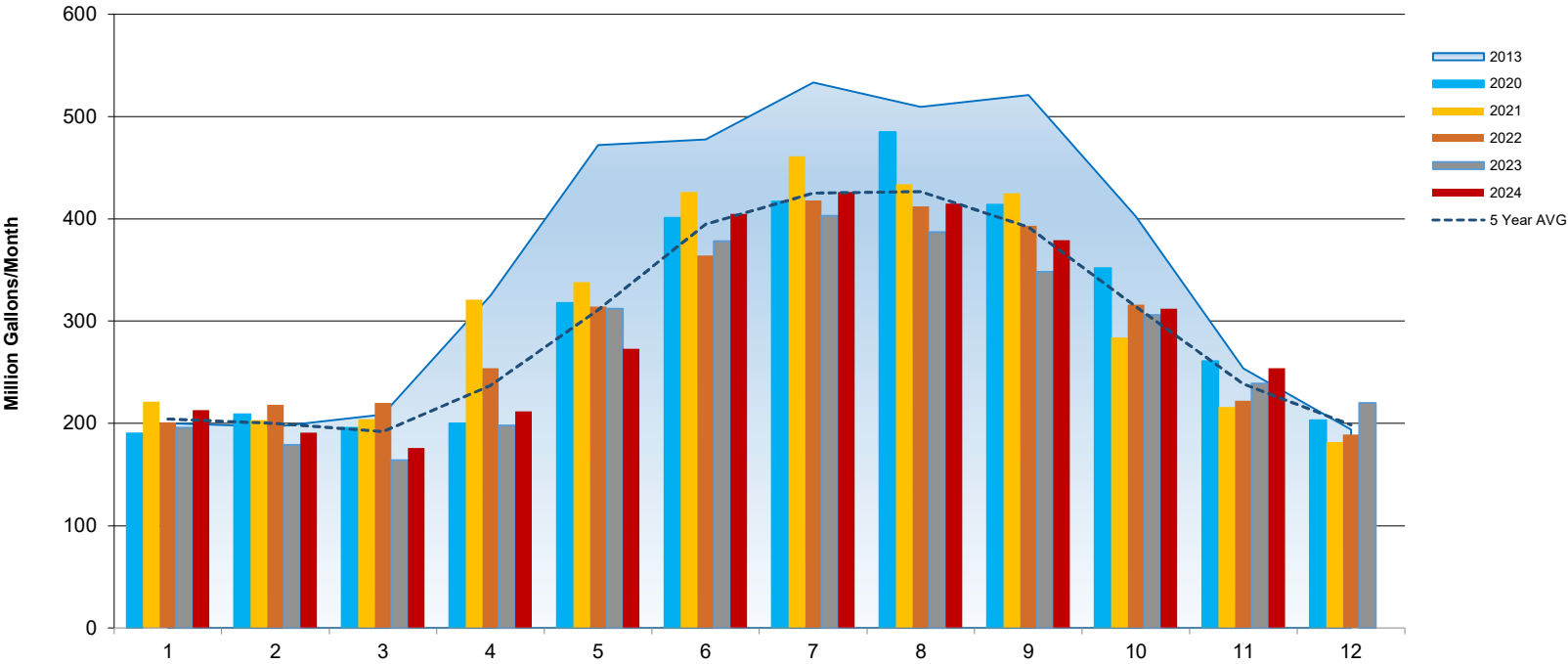
Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager

Monthly Production Status & Cumulative Total June 2015 Through
November 2024 Production Comparison to 2013 & 5 Year Average

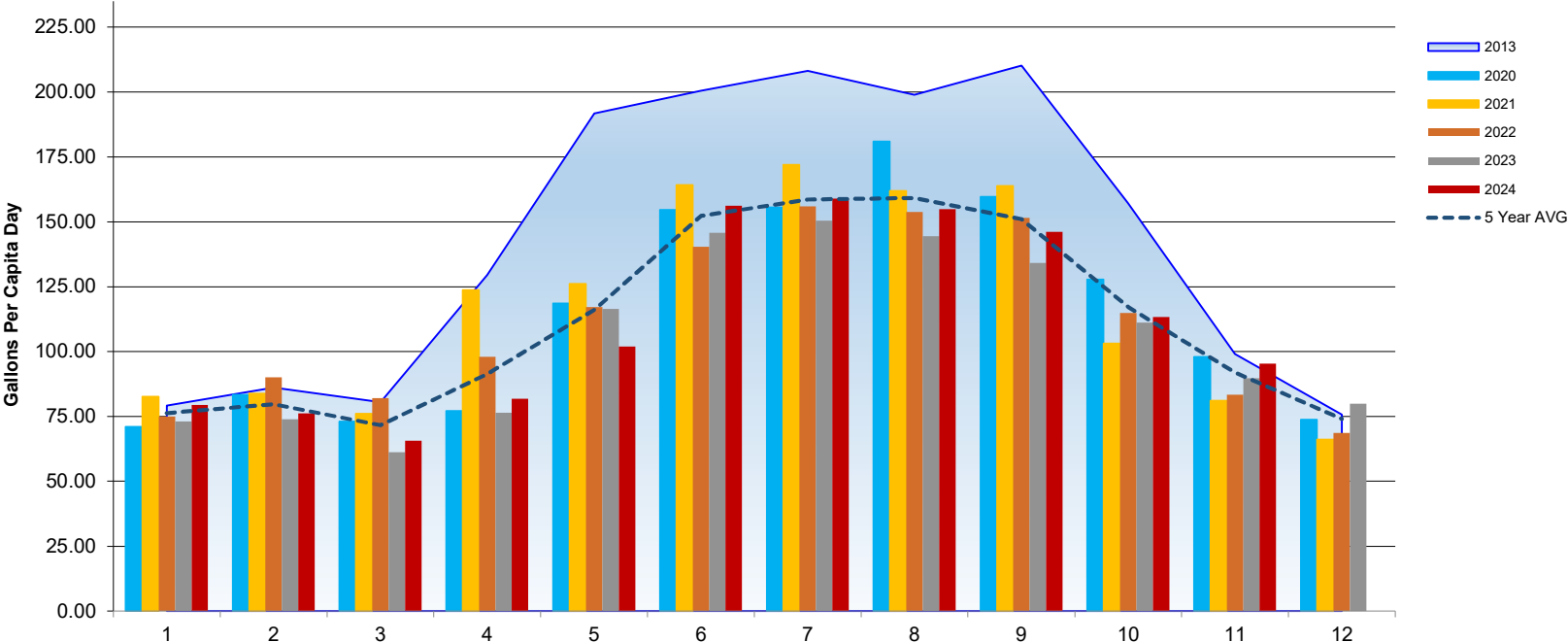


Production Cumulative Total 20%

2020	-5%	6%	-6%	-38%	-33%	-16%	-22%	-5%	-21%	-13%	3%	5%
2021	11%	3%	-2%	-1%	-28%	-11%	-14%	-15%	-18%	-29%	-15%	-6%
2022	0%	11%	5%	-22%	-33%	-24%	-22%	-19%	-25%	-21%	-13%	-3%
2023	-2%	-14%	-31%	-39%	-34%	-21%	-24%	-24%	-33%	-20%	-6%	13%
2024	6%	-3%	-16%	-35%	-42%	-15%	-20%	-18%	-27%	-22%	-1%	

Percent Comparison to 2013 Production

Monthly Production Status & Cumulative Total June 2015 Through November 2024 Gallon Per Capita Day Comparison to 2013 & 5 Year Average



GPCD

Cumulative Total 25%

	2020	-10%	-3%	-9%	-40%	-38%	-23%	-25%	-9%	-24%	-19%	-1%	-3%
	2021	4%	-3%	-5%	-4.4%	-34%	-18%	-17%	-19%	-22%	-34%	-18%	-13%
	2022	-5%	4%	2%	-24.3%	-39%	-30%	-25%	-22%	-28%	-27%	-16%	-9%
	2023	-8%	-14%	-24%	-41%	-39%	-27%	-28%	-27%	-36%	-29%	-10%	6%
	2024	0%	-12%	-18%	-37%	-47%	-22%	-24%	-22%	-30%	-28%	-4%	

Percent Comparison to 2013 Production



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 – DECEMBER 17, 2024

SUBJECT: Approval of Draft Minutes of December 3, 2024

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of December 3, 2024.

RECOMMENDATION: That the Council approve the draft Minutes of December 3, 2024.

ATTACHMENTS: 1. Draft Minutes of December 3, 2024

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Yuliana Andrade, Administrative Services Director

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
DECEMBER 3, 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, Mayor Martha A. Flores

Absent: Vice Mayor Kellie Carrillo

ORAL COMMUNICATIONS

- Ed McKervery, Porterville, reiterated his belief that the new council should select the new City Manager.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 253-160-064, 253-160-065, 253-160-069, 253-160-070, 261-125-018, 261-125-019 and 261-125-020. Agency Negotiators: Patrice Hildreth and Jason Ridenour. Negotiating Parties: City of Porterville and James Gregory Shelton. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.95 – Liability Claim: Claimant: Rick Sullins. Agency Claimed Against: City of Porterville.

3 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Pouncey v. Silva et al., Fresno Superior Court Case No. 24CCG03764.

4 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Cox v. City of Porterville, United States District Court, Eastern District, Case No. 1:24-CV-00878-KES-SAB.

5 - 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.

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

7 - Government Code Section 54957 - Public Employment: City Manager.

**6:35 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION
TAKEN IN CLOSED SESSION**

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

A-2. On a MOTION made by Mayor Martha A. Flores, and SECONDED by Council Member Raymond Beltran the City Council unanimously rejected the claim filed by Rick Sullins.

Documentation: M.O. 01-120324

Disposition: Claim rejected.

The Pledge of Allegiance was led by Mayor Martha A. Flores.

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

PRESENTATIONS

Employee of the Month - Laura Torres-Salcido

ORAL COMMUNICATIONS

- Tulare County Board of Supervisors, recognized Mayor Martha A. Flores for her service to the City and Tulare County.
- Brock Neeley, Porterville, provided the council with documentation and spoke of his concern with Item No. 11 stating that the banner should be non-secular.
- Andrew Buzzeli, Porterville, asked that the council direct City staff to reevaluate their participation in the Eastern Tule Groundwater Sustainability Agency.
- Rafaela Woods, Porterville, thanked City staff for meeting with her on the revitalization project for Downtown Main Street, and thanked City Council for doing a thankless job.
- Ed McKervey, Porterville, read a Thanksgiving Proclamation to the City Council.
- Camila Carrera, Porterville, spoke in favor of Item No. 9.

CONSENT CALENDAR

Item No. 9 was pulled from the Consent Calendar for discussion.

COUNCIL ACTION: MOVED by Council Member Raymond Beltran, SECONDED by Council Member Greg Meister that the City Council approve Items Nos. 1-8, and 10.

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

1. APPROVAL OF DRAFT MINUTES OF NOVEMBER 19, 2024

Recommendation: That the Council approve the draft Minutes of November 19, 2024.

Documentation: M.O. 02-120324

Disposition: Approved.

2. AUTHORIZATION TO PURCHASE YOUTH ARENA SOCCER UNIFORMS

Recommendation: That the City Council authorize the purchase of the 2025 Arena Soccer uniforms from ProTime Sports at the price of \$19.45 for youth sizes and \$20.45 for adult sizes for a total estimated cost of \$8,630.75.

Documentation: M.O. 03-120324

Disposition: Approved.

3. AUTHORIZATION TO PURCHASE NINE (9) 35-FOOT CNG TRANSIT BUSES FROM NEW FLYER

Recommendation: That the City Council:

1. Approve the purchase of nine (9) 35-foot CNG transit buses from New Flyer under the CalACT/Basin Transit Purchasing Cooperative, RFP #23-01, for a total amount not to exceed \$7,490,000; and
2. Authorize the Transportation Department to coordinate with New Flyer on delivery schedules, warranty provisions, and any training requirements to ensure successful integration into the transit fleet.

Documentation: M.O. 04-120324

Disposition: Approved.

4. AUTHORIZATION TO EXECUTE CONSULTANT CONTRACTS - BUTTERFIELD STAGE CONSTRUCTION SURVEYING & STAKING AND MATERIALS TESTING

Recommendation: That the City Council:

1. Authorize the Engineering and Project Management Director to execute the Consultant Service Agreement for construction surveying & staking services for the Butterfield Stage Corridor Project in the amount of \$175,000 with 4 Creeks, Inc.;
2. Authorize the Engineering and Project Management Director to execute the Consultant Service Agreement for materials testing and quality control services for the Butterfield Stage Corridor Project in the amount of \$189,000 with RMA GeoScience;
3. Authorize contingencies for both contracts to cover unforeseen circumstances on the project as long as the amounts stay within the previously authorized budget amount for construction management, quality control, and inspection services (\$1,901,383); and

4. Authorize progress payments up to one hundred percent (100%) of the contract amounts.

Documentation: M.O. 05-120324

Disposition: Approved.

5. AUTHORIZATION TO ENTER INTO A GENERAL SERVICES AGREEMENT WITH BLINK NETWORK, LLC FOR THE CHARGING STATION REPLACEMENT PROJECT

Recommendation: Staff recommends that the City Council:

1. Approve the General Services Agreement with Blink Network, LLC for the Charging Station Replacement Project at a Total Cost Not To Exceed \$1,659,426; and
2. Authorize the Mayor to execute the agreement and any related documents necessary to implement the project.

Documentation: M.O. 06-120324

Disposition: Approved.

6. AUTHORIZATION TO ENTER INTO PROFESSIONAL SERVICES AGREEMENT WITH TKDA FOR A&E AND CONSTRUCTION MANAGEMENT SERVICES FOR THE ZERO-EMISSION MAINTENANCE FACILITY

Recommendation: That the City Council:

1. Approve the draft Professional Services Agreement between the City of Porterville and Toltz, King, Duvall, Anderson and Associates (TKDA) for A&E and Construction Management services for the zero-emission maintenance facility at a total project cost not to exceed \$2,081,312; and
2. Authorize the Mayor or City Manager to execute the agreement and any related documents, subject to final review by the City Attorney.

Documentation: M.O. 07-120324

Disposition: Approved.

7. AUTHORIZATION TO ENTER INTO MEMORANDUM OF UNDERSTANDING (MOU) WITH SIERRA VIEW MEDICAL CENTER FOR COORDINATED TRANSPORTATION SERVICES

Recommendation: That the City Council:

1. Approve the draft Memorandum of Understanding (MOU) between the City of Porterville and Sierra View Medical Center

- (SVMC) for coordinated transportation services within the Porterville Urbanized Area; and
2. Authorize the Mayor or City Manager to execute the MOU and any subsequent amendments necessary to implement these transportation services, subject to final review by the City Attorney.

Documentation: M.O. 08-120324

Disposition: Approved.

8. AUTHORIZATION FOR CONTINUED PARTICIPATION AND SUPPORT OF THE TULARE-KINGS COUNTY REGIONAL HAZARDOUS MATERIALS TEAM

Recommendation: That the City Council approve the continuation of the City's participation and support of the Tulare-Kings County Regional Hazardous Materials Team (RHM Team) and authorize the City Manager to sign the Memorandum of Understanding for a five-year term beginning July 1, 2024, and ending June 30, 2029.

Documentation: M.O. 09-120324

Disposition: Approved.

10. 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. 11-120324

Disposition: Approved.

PUBLIC HEARINGS

11. PERMANENT LOCAL HOUSING ALLOCATION (PLHA) 5-YEAR PLAN AMENDMENT NO. 3

Recommendation: That the City Council:

1. Hold a public hearing to receive public comment on the proposed 5-Year Plan Amendment No. 3 for reallocation of funds; and
2. Adopt the draft resolution approving Amendment No. 3 to the Permanent Local Housing Allocation (PLHA) 5-Year Plan and authorizing its transmittal to the California Department of Housing and Community Development.

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

Mayor Flores opened the Public Hearing at 7:07 p.m.

- Brock Neeley, Porterville, commended the Community Development staff for the work being done in addressing homelessness in the Community.

Mayor Flores closed the Public Hearing at 7:08 p.m. when no one else came forward to speak.

COUNCIL ACTION: MOVED by Council Member Greg Meister, SECONDED by Council Member Raymond Beltran that the City Council adopt a resolution approving Amendment No. 3 to the Permanent Local Housing Allocation (PLHA) 5-Year Plan and authorizing its transmittal to the California Department of Housing and Community Development.

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

Documentation: Resolution No. 86-2024

Disposition: Approved.

SCHEDULED MATTERS

12. CONSIDERATION OF ESTABLISHING A STANDING CANNABIS COMMITTEE

Recommendation: That the City Council consider approving the draft resolution establishing a standing Cannabis Committee.

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

COUNCIL ACTION: MOVED by Council Member Raymond Beltran, SECONDED by Council Member Greg Meister that the City Council approve the resolution establishing a standing Cannabis Committee.

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

Documentation: Resolution No. 87-2024

Disposition: Approved.

13. CONSIDERATION OF A "MERRY CHRISTMAS" BANNER
PURCHASE FOR MAIN STREET

Recommendation: That the City Council provide direction on the purchase of a "Merry Christmas" banner for Main Street.

City Manager Hildreth introduced the item and Parks and Leisure Services Director Donnie Moore presented the staff report.

COUNCIL ACTION: MOVED by Mayor Martha A. Flores, SECONDED by Council Member Raymond Beltran that the City Council approve the purchase of a "Merry Christmas" banner.

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

Documentation: M.O. 12-120324

Disposition: Approved.

14. CONSIDERATION OF ADOPTION OF RESOLUTION APPROVING
THE CITY OF PORTERVILLE'S POSITION PAY PLANS FOR 2020-
2024

Recommendation: That the City Council adopt the draft resolution approving and ratifying the City of Porterville's Position Pay Plans for 2020-2024.

City Manager Hildreth introduced the item and Administrative Services Director Yuliana Andrade presented the staff report.

COUNCIL ACTION: MOVED by Council Member Greg Meister, SECONDED by Council Member Donald Weyhrauch that the City Council adopt the resolution approving and ratifying the City of Portervilles's Positon Pay Plans for 2024-2024.

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

Documentation: Resolution No. 88-2024

Disposition: Approved.

9. APPROVAL FOR COMMUNITY CIVIC EVENT - HAVEN DISPENSARY AND FOOD LINK FOR TULARE COUNTY - CHRISTMAS ON MAIN STREET - DECEMBER 14, 2024

Recommendation: That the City Council approve the Community Civic Event application submitted by Haven Dispensary and Food Link for Tulare County to hold the Christmas on Main Street event on December 14, 2024, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

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

COUNCIL ACTION: MOVED by Mayor Martha A. Flores, SECONDED by Council Member Greg Meister that the City Council approve the Community Civic Event application submitted by Haven Dispensary, with the condition that the organizers meet with City Staff to make reasonable accommodations to hold the event without disrupting traffic in the downtown Main Street area.

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

Documentation: M.O. 13-120324

Disposition: Approved.

AB 1234 REPORTS

1. TULARE COUNTY TASK FORCE ON HOMELESSNESS - NOVEMBER 20, 2024

Mayor Flores reported on those in attendance, the approval of the Minutes, and several updates.

2. LIBRARY FACILITY PLANNING COMMITTEE MEETING - NOVEMBER 21, 2024 – No report was provided.

ORAL COMMUNICATIONS

None.

Mayor Flores recognized Council Member Weyhrauch for his dedication in serving as a Council Member for the community and presented him with a plaque.

OTHER MATTERS

- Council Member Beltran noted his attendance at the Christmas Tree Lighting Ceremony and the Porterville Chamber Awards. He also wished everyone a wonderful holiday season.
- Council Member Weyhrauch reported that he attended the Veterans Day Parade. He congratulated Council Member Elect Ed McKervey on his victory, expressed gratitude to the City Staff, and delivered a speech reflecting on his experiences and appreciation for serving the community as a Council Member.
- Council Member Meister expressed his honor in serving alongside Council Member Weyhrauch. He thanked the City staff for their excellent work in maintaining the city, acknowledged Deputy Fire Chief Shannon Skiles on his retirement, and welcomed back Fire Chief Bryan Cogburn. Additionally, he recognized the staff for their participation in a recent Town Hall meeting.
- Mayor Flores expressed her pleasure in serving with Council Member Weyhrauch and welcomed Fire Chief Cogburn back. She also spoke of her attendance at the Porterville Chamber Awards and highlighted upcoming events, including the Christmas Parade and the State of the City Address.
- City Manager Hildreth expressed gratitude to Council Member Weyhrauch for his service, welcomed back Fire Chief Cogburn, and praised Deputy Fire Chief Skiles for stepping up as Acting Fire Chief.

CLOSED SESSION

None.

ADJOURNMENT

The Council adjourned at 7:58 p.m. to the meeting of December 10, 2025, at 5:30 p.m.

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

SEAL

Greg Meister, Mayor



CITY COUNCIL AGENDA – DECEMBER 17, 2024

SUBJECT: Ratification of Emergency Repair of Police Department Boiler Heating System

SOURCE: Police

COMMENT: The main heating, ventilation, and air conditioning (HVAC) unit at the Police Department was not functioning properly and was not heating the building. HVAC units regulate and move heated and cooled air throughout a building. A boiler is a part of the HVAC unit that operates by heating water within a vessel. This heated water is then sent through a system of radiators placed throughout the building to provide indoor heating. The Police Department's boiler was installed in 1989 and had a component that was leaking, and needed emergency replacement.

Municipal Code 2-38, Emergency Expenditure/Appropriations, authorizes an expenditure of up to \$100,000 in an extraordinary emergency for the preservation of public peace, health, or safety. Pursuant to City Code 2-38, these circumstances were communicated to the Mayor by the City Manager, and the expenditure was approved by the Mayor due to the extraordinary emergency of the situation. A copy of the City Code 2-38 is attached for your reference.

Due to the emergency situation, Johnson Controls, the company who maintains the City facilities' HVAC systems, was contracted to complete the repairs. As the initial repairs were made, additional components of the boiler system began failing, which required a total of three repair visits by Johnson Controls. The total cost to repair the boiler was \$13,462.84.

Funding for this repair is proposed to be paid from the City's General Fund Facility Deferred Maintenance / Equipment Replacement Designated Fund and the Police Department's Operating Budget.

The Police Department is in the process of obtaining quotes for a full HVAC replacement.

RECOMMENDATION: That the City Council:

1. Adopt the draft resolution authorizing the appropriation not to exceed \$9,384.67 from the General Fund Facility Deferred Maintenance / Equipment Replacement Designated Fund for the repair of the Police Department

HVAC unit; and

2. Authorize the payment of \$4,078.17 from the Police Department's Operating Budget; and

3. Approve the repair of the Police Department HVAC unit from Johnson Controls for \$13,462.84.

ATTACHMENTS:

1. Draft Resolution
2. Johnson Controls - Inv 1-134584085066 - 11-06-2024
- \$2,016.00
3. Johnson Controls - Inv 1-134671964216 - 11-21-2024
- \$4078.17
4. Johnson Controls - Inv 1-134818107163 - 12-04-2024
- \$7368.67
5. 2-38 Emergency Expenditures Appropriations

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. ____-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE FACILITY
DEFERRED MAINTENANCE / EQUIPMENT REPLACEMENT DESIGNATED FUND
FOR THE REPAIR OF THE POLICE DEPARTMENT BOILER HEATING SYSTEM**

WHEREAS: The City of Porterville purchased the boiler system in 1989 for the Porterville Police Department;

WHEREAS: In November 2024, the boiler heating system unit began malfunctioning and is now in need of replacement;

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the repair of the Police Department boiler heating system is within the intent and purpose of the Facility Deferred Maintenance / Equipment Replacement Designated Fund; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation not to exceed \$9,384.67 from the Facility Deferred Maintenance / Equipment Replacement Designated Fund for the immediate repair of the Police Department boiler heating system.

PASSED, APPROVED AND ADOPTED this 17th day of December, 2024

Greg Meister, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

CITY OF PORTERVILLE

NOV 19 2024

ORIGINAL INVOICE

Invoice #: 1-134584085066
PO #/Auth:
Customer WO#:
Customer Acct: 1598238

Invoice Date: 11/06/2024
Service Request: 1-134548803085
SR Type: L&M
Branch Name: JOHNSON CNTRL

ACCOUNTS PAYABLE

SACRMNT RENO BKRFLD FRNSO CB - ONOM

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

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

Contractor/License Information

ACCT NO.		
NET AMT.		
AUTH. DEPT	AUTH. DEPT	FIN.

Requested By: Chris Contreras ✓
Phone: 5595606489

Service Requested:

BOILER DOWN

Service Provided:

The work involved inspecting and initiating the bleed-out process for the boiler. During this process, it became evident that the boiler was leaking excessively, which hindered the ability to maintain the system's water levels. Due to the severity of the leak, it was determined that a new replacement boiler would be necessary. Additionally, parts will be sourced to potentially restore the existing boiler to operational status. The current condition of the boiler necessitates a comprehensive evaluation to ensure that any replacement or repair will effectively address the issues and restore functionality. Further steps will include assessing the specific requirements for the new boiler and identifying compatible parts for repair. The focus remains on ensuring a reliable and efficient heating system moving forward. The boiler program was thoroughly checked to ensure proper functionality. This involved a detailed examination of the operational parameters and settings within the program. The inputs and outputs associated with the boiler system were also evaluated for accuracy and responsiveness. Each input was tested to confirm that it correctly registered the necessary data, while the outputs were monitored to verify that they provided the expected results. Any discrepancies or irregularities identified during this process were documented for further review and correction. Overall, the assessment aimed to ensure optimal performance and reliability of the boiler system, contributing to safe and efficient operation. The technician arrived on site and checked in with Joe to gain access to the boiler room. An inspection of the boiler operations revealed that the boiler lacked control voltage, which prevented it from functioning properly. The system was engaged manually, enabling the pump to operate; however, the boiler remained non-functional during safety checks. It was discovered that the low water cut-out had tripped, which contributed to the boiler's operational issues. The technician proceeded to drain the lines and bled most of the air from the system, noting that the system appeared to be airlocked, obstructing the return of water. A recommendation was made to schedule a return visit to bleed the system from the Variable Air Volume (VAV) unit to resolve the airlock issue and restore proper boiler functionality. Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
	Labor					
6	11/01/2024 Regular Mechanical Light	Hour	\$179.10	\$1,074.60	\$0.00	\$1,074.60
1	11/01/2024 Regular Controls	Hour	\$225.00	\$225.00	\$0.00	\$225.00
4	10/31/2024 Regular Mechanical Light	Hour	\$179.10	\$716.40	\$0.00	\$716.40
	Sub-Total			\$2,016.00	\$0.00	\$2,016.00

RECEIVED NOV 26 2024 -AP



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #: 1-134584085066 Invoice Date: 11/06/2024
PO #/Auth: Service Request: 1-134548803085
Customer WO#: SR Type: L&M
Customer Acct: 1598238 Branch Name: JOHNSON CNTRL SACRMNT RENO BKRFLD FRSNO CB - ONOM

	Fees					
1	Disposal, Environmental & Usage Charge	Each	\$45.00	\$45.00	\$0.00	\$45.00
3	Fuel Surcharge Adjustment	Each	\$35.00	\$105.00	\$0.00	\$105.00
	Sub-Total			\$150.00	\$0.00	\$150.00
	Mileage					
65	Mileage	Each	\$1.84	\$119.60	\$0.00	\$119.60
	Sub-Total			\$119.60	\$0.00	\$119.60
	Invoice Sub-Total					\$2,285.60
	Sales Tax					\$0.00
	Total Due				USD	\$2,285.60

Direct Billing Inquiries(866) 855-5844

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-134584085066	Invoice Date:	11/06/2024
PO #/Auth:		Service Request:	1-134548803085
Customer WO#:		SR Type:	L&M
Customer Acct:	1598238	Branch Name:	JOHNSON CNTRL SACRMNT RENO BKRFLD FRSNO CB - ONOM

Please reference our Invoice Number and amount with your payment and send ONLY to the address on this invoice.

Payment Terms: NET 30
Direct Billing Inquiries: (866) 855-5844

To Remit Via Credit Card:

Due to increasing credit card processing costs, we impose a surcharge* on the total transaction amount on credit card transactions of 2.6%, which is not greater than our credit card processing fee. We do not surcharge debit cards.

*Due to statutory restrictions, we do not impose a surcharge on customers located in Connecticut, Maine, Massachusetts, New York or Colorado.

INVOICE#: 1-134584085066
AMOUNT DUE: USD \$2,285.60

Remit Payment To:

JOHNSON CONTROLS
PO BOX 730068
DALLAS, TX, 75373-0068

To Remit Via ACH Wire Transfers:

JP Morgan Chase
One Chase Manhattan Plaza
New York, NY 10005
Credit to: Johnson Controls Inc.
ABA# 071-000013 Depositor Acct #55-14347
Type of Account: Checking
co-cashappusa@jci.com



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ACCT NO.		
NET AMT.		
AUTH. DEPT	AUTH. DEPT	FIN.

ORIGINAL INVOICE

Invoice #: 1-134671964216 Invoice Date: 11/21/2024
PO #/Auth: 1-134588463559 Service Request:
Customer WO#: L&M
Customer Acct: 1598238 Branch Name: JOHNSON CNTRL SACRMNT RENO BKRFLD FRSNO CB - ONOM

cut-out tank and bring the system back online after the new components are installed. Arrived on site to troubleshoot the water cut-off system. Filled the system with water and bled all air out of the lines. Discovered that the water cut-off valve had failed and required replacement. Provided a quote for the replacement of the water cut-off valve and sent it to the customer.
Thank you for your business.

Total Quote Price	\$4,078.17
Sales Tax	\$0.00
Total Amount Due	USD \$4,078.17

Direct Billing Inquiries (866) 855-5844

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Please reference our invoice number and amount with your payment and send ONLY to the address on this invoice.

RECEIVED DEC 05 2024 -AP

Payment Terms: NET 30
Direct Billing Inquiries: (866) 855-5844

To Remit Via Credit Card:

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Remit Payment To:

JOHNSON CONTROLS
PO BOX 730068
DALLAS, TX, 75373-0068

To Remit Via ACH Wire Transfers:

JP Morgan Chase
One Chase Manhattan Plaza
New York, NY 10005
Credit to: Johnson Controls Inc.
ABA# 071-000013 Depositor Acct #55-14347
Type of Account: Checking
co-cashappusa@jci.com

INVOICE#: 1-134671964216
AMOUNT DUE: USD \$4,078.17

1966

1966

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JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-134671964216	Invoice Date:	11/21/2024
PO #/Auth:		Service Request:	1-134588463559
Customer WO#:		SR Type:	L&M
Customer Acct:	1598238	Branch Name:	JOHNSON CNTRL SACRMNT RENO BKRFLD FRSNO CB - ONOM

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

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

Contractor/License Information :

Requested By: Chris Contreras

Phone: 5595606489

Proposal : City of Porterville - Pressure relief valves

Proposal Date: 11/01/2024

Accepted By: Chris Contreras

Service Requested:
(Work Scope)

****Scope of Work Summary for Customer Quote Proposal:****

1. ****Site Arrival****: Our team will arrive at the designated site prepared for the task.
2. ****Lockout Water Supply****: We will securely lock out the water supply to the boiler to ensure safety during the replacement process.
3. ****Removal of Failed Components****: Both the failed Pressure Relief Valves (PRVs) on the boiler and the water feed line will be carefully removed.
4. ****Replacement****: New PRVs and water feed components will be installed to ensure optimal functionality.
5. ****Air Bleeding****: After installation, we will bleed all air out of the system to eliminate any potential airlocks.
6. ****System Recommissioning****: Finally, we will put the system back into operation, ensuring everything is functioning correctly.

This comprehensive approach will ensure the boiler operates safely and efficiently following the replacements.

Service Provided:

Prior to arrival, parts were picked up at Home Depot, including 5 ft of 3/4 water pipe, 2 unions, 2 male adaptors, 2 galvanized finish nipples, and a 1 inch to 3/4 coupler. Upon arrival, the old water regulator on the boiler was removed, and the process of sweating out old fittings commenced, followed by the installation of new fittings. During the installation of the new regulator, it became evident that the water pressure settings would be excessively high with the new regulator in place. A call was made to request the original part replacement. Arrangements were made to pick up a new regulator the following day for installation. The worksite was subsequently cleaned and organized. Arrived on site and checked in with maintenance. Removed the water regulator valve and high-pressure relief valve for replacement with new units. Discovered that the existing water regulator was not within its rated specifications. Ordered a new water regulator, which is scheduled to arrive the next day. Plans are in place to return to the site to flush the low water

PURCHASE ORDER

City of Porterville
291 N. Main St.
Porterville, CA
93257-3737

Purchasing (559) 782-7451
Payables (559) 782-7456
FAX (559) 784-4569

PO NUMBER: 25-27335

VENDOR #: 01-5782
ISSUE DATE: 11/06/2024

VENDOR: Johnson Controls, Inc.
103 Woodmere Road
Folsom, CA 95630

SHIP TO: City of Porterville
291 N Main St
Porterville, CA 93257

ALL INVOICES TO: CITY OF PORTERVILLE - ATTN: PURCHASING DIVISION - 291 N. Main St. - PORTERVILLE CA 93257
SPECIAL INSTRUCTIONS:

IMPORTANT: Vendor must show Purchase Order Number on all Packages, Bills of Lading, Invoices and Correspondence.

ITEM	QTY	DESCRIPTION	PRICE	AMOUNT
		PD BOILER		2,936.28
		PD BOILER		489.38
		PD BOILER		652.51
		QUOTE #1-1PTG5GIQ		
		REPAIR TO BRING EXISTING BOILER BACK INTO OPERATION		

ITEM	G/L	ACCOUNT	AMOUNT	SUB TOTAL	SALES TAX	TOTAL
				4,078.17	0.00	4,078.17
		001-5020-001-120	2,936.28			
		004-5020-005-120	489.38			
		005-5020-001-120	652.51			

Requisitioner:smarsh
Supervisor:mazevedo
Manager:mazevedo
Department Head:dbarteau
Purchasing Agent:jrodriguez
Chief Fin Officer:jrodriguez

*=Taxed item

APPROVED:

PURCHASING AGENT

ANY CHANGE, SUBSTITUTION, DELETION OR ADDITION TO THE ORDER MUST BE AUTHORIZED BY THE PURCHASING AGENT IN WRITING. CALL (559) 782-7451. FOR CITY'S TERMS AND CONDITIONS SEE REVERSE SIDE



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-134818107163	Invoice Date:	12/04/2024
PO #/Auth:		Service Request:	1-134636968132
Customer WO#:		SR Type:	L&M
Customer Acct:	1598238	Branch Name:	JOHNSON CNTRL SACRMNT RENO BKRFLD FRSNO CB - ONOM

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

Service Site:
CITY OF PORTERVILLE
CITY HALL ,
PORTERVILLE CA 93257-0000

Contractor/License Information :

Requested By: RICH STANDBRIDGE

Phone: 5597827576

Proposal : Porterville PDLow water
switch cut out replacement
Proposal Date: 11/14/2024
Accepted By: RICH STANDBRIDGE

Service Requested:
(Work Scope)

****Scope of Work Summary for Customer Quote Proposal:****

1. ****Site Arrival:**** Technicians will arrive on-site to assess the current system.
2. ****Drain Boiler Water Lines:**** The existing boiler water lines will be drained to ensure a safe and clean working environment.
3. ****Remove Low Water Cut Out:**** The current low water cut out will be removed from the system.
4. ****Replace with New OEM Water Cut Off Float:**** A new original equipment manufacturer (OEM) water cut off float will be installed in place of the removed cut out.
5. ****Piping and Connection:**** After installation, the new cut off float will be properly piped into the system.
6. ****System Refill:**** The boiler system will be refilled with water.
7. ****Air Bleeding:**** All air will be bled out of the system to ensure proper function.
8. ****Operational Verification:**** Once air removal is confirmed, the system will be tested to verify full operational status and ensure it is back online.

This proposal outlines the necessary steps to replace the low water cut out and ensure the boiler system is functioning efficiently and safely.

Service Provided:

Arrives on site and checked in with Joe and maintenance at the police station. Accessed boiler room. Shut off the main water supply to avoid leaks or water pressure during installation. Open a faucet or valve downstream to relieve pressure and drain the water line. Ensure you have wrenches, pipe tape, fittings, and the mechanical feeder and reducing valve. Use pipe thread tape to seal the threads and connect the feeder to the system. Ensure the feeder is oriented correctly based on the manufacturer's instructions. Tighten the fittings but avoid overtightening to prevent damage. Install the valve on the main water line where pressure needs to be regulated. Place shut-off valves before and after the pressure-reducing



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-134818107163	Invoice Date:	12/04/2024
PO #/Auth:		Service Request:	1-134636968132
Customer WO#:		SR Type:	L&M
Customer Acct:	1598238	Branch Name:	JOHNSON CNTRL SACRMNT RENO BKRFLD FRSNO CB - ONOM

valve for easier servicing. Position the Valve. Ensure the valve's arrow matches the water flow direction. Connect the Valve. Use pipe tape and fittings to secure the valve. Tighten the connections without over tightening. Adjust Pressure. Use the valve's adjustment mechanism to set the desired pressure based on system requirements. Gradually open the main water supply and check for leaks at all connections.

Test the System. Monitor the mechanical feeder and pressure-reducing valve to ensure proper operation. Clean up worksite and check out.

The task involved the completion of a replacement as outlined in the provided quote. Following the installation, the unit was tested and observed to be functioning properly. A blow down procedure was conducted in collaboration with Joe to ensure all systems were operating efficiently. All aspects of the unit appeared to be in good condition and fully operational after the maintenance work was performed.

Arrived on site and checked in with maintenance. Inspected the boiler system and identified that the boiler was not calling through the controls. The unit appeared to be operating continuously based on manual instructions rather than automated control signals.

Conducted a thorough assessment of the control panel and associated wiring to determine the root cause of the issue. Verified the functionality of the control system, including testing the sensors and relays for proper operation. Discovered that a faulty sensor was preventing the boiler from receiving the appropriate signals to initiate the heating cycle.

Replaced the defective sensor and recalibrated the control system to ensure accurate readings and responses. Performed a series of tests to confirm t

Thank you for your business.

Total Quote Price		\$7,368.67	
Sales Tax		\$0.00	
Total Amount Due		USD	\$7,368.67

Direct Billing Inquiries: (866) 855-5844

Terms: Unless otherwise agreed in the contract between Johnson Controls and Customer, payment shall be due full upon receipt, and interest shall be due at a rate of 1.5% per month (18% annually) on invoices not timely paid along with any other recoverable costs of collection.

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We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-134818107163	Invoice Date:	12/04/2024
PO #/Auth:		Service Request:	1-134636968132
Customer WO#:		SR Type:	L&M
Customer Acct:	1598238	Branch Name:	JOHNSON CNTRL SACRMNT RENO BKRFLD FRSNO CB - ONOM

Please reference our Invoice Number and amount with your payment and send **ONLY** to the address on this invoice.

Payment Terms: NET 30
Direct Billing Inquiries: (866) 855-5844

To Remit Via Credit Card:

Due to increasing credit card processing costs, we impose a surcharge* on the total transaction amount on credit card transactions of 2.6%, which is not greater than our credit card processing fee. We do not surcharge debit cards.

*Due to statutory restrictions, we do not impose a surcharge on customers located in Connecticut, Maine, Massachusetts, New York or Colorado.

Remit Payment To:

JOHNSON CONTROLS
PO BOX 730068
DALLAS, TX, 75373-0068

To Remit Via ACH Wire Transfers:

JP Morgan Chase
One Chase Manhattan Plaza
New York, NY 10005
Credit to: Johnson Controls Inc.
ABA# 071-000013 Depositor Acct #55-14347
Type of Account: Checking
co-cashappusa@jci.com

INVOICE#: 1-134818107163
AMOUNT DUE: USD \$7,368.67

2-38: EMERGENCY EXPENDITURES/APPROPRIATIONS

An appropriation and/or expenditure of up to one hundred thousand dollars (\$100,000.00) is authorized without additional prior council approval, if: a) the city manager has requested that such an appropriation/expenditure be made; b) the mayor has determined that the circumstances for the request constitute an extraordinary emergency, meaning that there is an immediate need to make such appropriation/expenditure for the preservation of the public peace, health or safety; and c) the city manager notifies the council of the specific appropriation/expenditure in writing. (Ord. 1704 § 1, 10-3-2006)



CITY COUNCIL AGENDA – DECEMBER 17, 2024

SUBJECT: Authorization for Police Truck Engine Replacement

SOURCE: Public Works

COMMENT: Vehicle #3367 is an active Community Service Officer (CSO) police support vehicle that has experienced engine failure. It has approximately four years of service life remaining and should be repaired by a certified Chevrolet repair facility.

Completing this repair would extend the useful service life and push out the replacement date. Staff is requesting authorization to utilize Merle Stone Chevrolet, the nearest certified Chevrolet repair facility to perform the engine replacement at a cost not to exceed \$16,770.66, (inclusive of all parts, taxes, labor, and a 10% contingency). Utilizing a certified Chevrolet repair facility will provide the maximum warranty for the necessary repair. Funds are available in the Equipment Replacement Budget.

RECOMMENDATION: That the City Council:

1. Authorize replacement of police truck engine by Merle Stone Chevrolet at a cost not to exceed \$16,770.66 (inclusive of all parts, taxes, labor, and a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. Estimate #3367

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager

MERLE STONE CHEVROLET INC

(559) 781-8355

<http://www.stonechevy.com>

Quote # 732

Last Updated: 12/10/24

Expires: 06/08/25

JOSH GOVEA josue.govea@stonechevy.comHENRY GARNICA henry.garnica@stonechevy.comOMAR MERCADO omar.mercado@stonechevy.com**Customer:**

CITY OF PORTERVILLE RAFAEL

VIN#3GCPNCEC4JG315175

Vehicle:

2018 Chevy Truck Silverado 1500 2WD V8-5.3L

Type	Description	Part #	Qty/Hrs	Price/Rate	Extended
Part	GASKET	12657430	2.0	\$6.11	\$12.22
Part	GASKET	12626354	8.0	\$3.26	\$26.08
Part	PIPE	12677004	1.0	\$48.99	\$48.99
Part	PIPE	12677002	1.0	\$68.42	\$68.42
Part	GASKET	12657093	2.0	\$15.67	\$31.34
Part	BOLT	11546600	10.0	\$7.72	\$77.20
Part	COOLANT	12346290	2.0	\$21.31	\$42.62
Part	REMAN ENGINE	19434265	1.0	\$6,862.01	\$6,862.01
Part	GASKET	12639010	1.0	\$10.24	\$10.24
Part	GASKET	12623437	1.0	\$17.03	\$17.03
Part	OIL FILTER	12735811	1.0	\$9.95	\$9.95
Part	ENGINE OIL	19432334	8.0	\$6.00	\$48.00
Part	SPARK PLUG	19459511	8.0	\$18.38	\$147.04
Part	GASKET	23129010	1.0	\$12.04	\$12.04
Part	HOSE	84919465	1.0	\$79.09	\$79.09
Part	RETAINER	11589293	2.0	\$9.27	\$18.54
Part	ENGINE MOUNT	85579395/85579395	2.0	\$210.75	\$421.50
Labor	ENGINE LABOR		35.0	\$188.00	\$6,580.00

Parts Total: \$7,932.31**Labor Total: \$6,580.00****Others Total: \$0.00****Parts Tax: \$733.74****Labor Tax: \$0.00****Total: \$15,246.05**



CITY COUNCIL AGENDA – DECEMBER 17, 2024

SUBJECT: Authorization to Award Contracts - City Pool Improvements Project

SOURCE: Engineering and Project Management

COMMENT: At its meeting on Tuesday, February 6, 2024, the City Council authorized staff to procure bids and negotiate contracts for the City Pool Improvements Project via the open market (Resolution No. 03-2024). The project includes replastering, replacing the tiles, replacing the anti-entrapment pool drain cover, replacing the one-meter diving board/tower and related foundation as needed, replacing deck drains and resurfacing the related areas, and replacing the gutters. The needed repairs should be completed as soon as possible to ensure that the pool can operate safely in the seasons to come. This type of specialty rehabilitation work is difficult to find contractors that are able to complete it, but staff were able to contact three contractors who were both licensed and experienced in pool rehabilitation work to obtain bids for the project. One contractor stated they do not travel to Porterville for any work to not compete with pool companies that are closer; one contractor provided a bid but did not provide a bid bond deeming their submittal non-responsive; and the third contractor provided a bid partnering with a local concrete contractor to complete the required work.

The bid results are as follows:

<u>Contractor Name</u>	<u>Bid Amount</u>
Bakersfield Pool Plastering Bakersfield, CA	Does not travel to Porterville
ZZZ Inc, dba Pools Plus Visalia, CA	Non-responsive
New Image Pool Interiors (Partnering with Advanced Concrete of Porterville) Clovis, CA	\$561,222

The only responsive bid received is from New Image Pool Interiors of Clovis partnering with Advanced Concrete of Porterville in the amount of \$561,222. It is anticipated that an additional \$56,122 is required for construction contingency, quality control, and inspection services (10%) for a total estimated project cost of \$617,344. Funding in the amount of

\$564,000 from the General Fund Deferred Maintenance Reserve (GFDMR) was previously approved in the 2024/2025 Fiscal Year Budget. An additional \$53,344 from the GFDMR is required to fully fund this project.

Staff has reviewed the bid and found it acceptable.

RECOMMENDATION: That the City Council:

1. Award the City Pool Improvements Project to New Image Pool Interiors of Clovis and Advanced Concrete of Porterville for a combined total of \$561,222;
2. Authorize a 10% contingency (\$56,122) to cover unforeseen costs, quality control and inspection services;
3. Adopt the Resolution authorizing the additional appropriation of \$53,344 from the General Fund Deferred Maintenance Reserve to fully fund the project.

ATTACHMENTS:

1. Draft Resolution
2. Locator Map
3. Quote

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. ____ - 2024

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

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

WHEREAS: The City Pool Improvement Project is a project that includes required maintenance and equipment replacement necessary to ensure the safe operation of the pool in the seasons to come;

NOW, THEREFORE, BE IT RESOLVED:

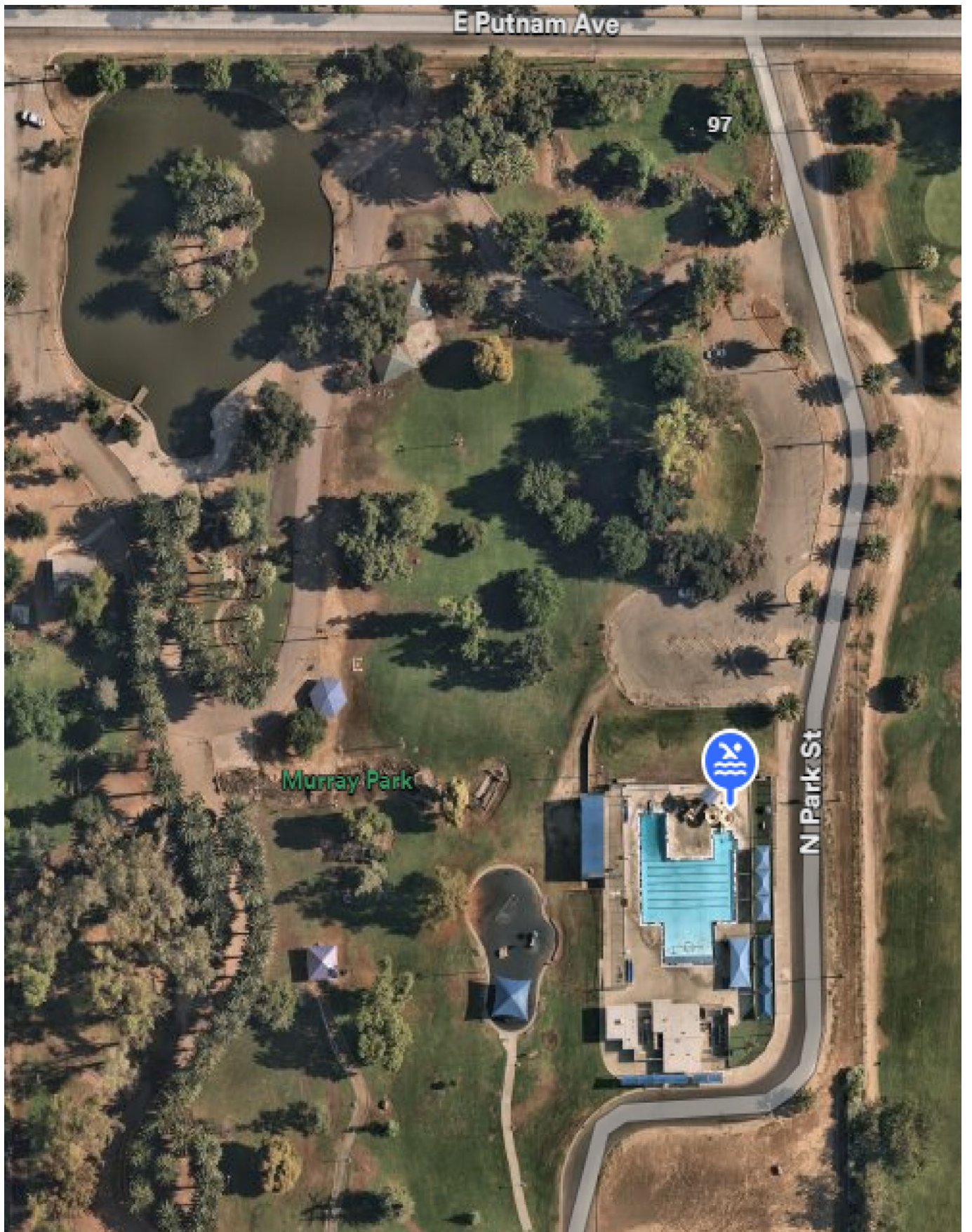
1. That the City Council of the City of Porterville make a finding that the City Pool Improvement Project is a project that benefits the community, and is within the intent and purpose of the Deferred Maintenance/Equipment Replacement Designated Fund; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of an amount not to exceed \$53,344 from the Deferred Maintenance/Equipment Replacement Designated Fund for the City Pool Improvement Project.

PASSED, APPROVED and ADOPTED this 17th day of December, 2024.

Greg Meister, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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





PROPOSAL AND ACCEPTANCE

906 HOBLITT AVE. • CLOVIS, CA 93612
(559) 299-4900 • FAX 299-4515
LIC. NO. 906501

PROPOSAL SUBMITTED TO PORTERVILLE PUBLIC POOL	PHONE 559-567-3519	DATE 8 NOV 2024
STREET 97 N. PARK DR.	JOB NAME	
CITY, STATE AND ZIP CODE PORTERVILLE, CA	JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

DRAIN SWIMMING POOL

UNDERCUT WATERLINE TILE AND CUT AROUND RACING LANES AND MARKER TILES

REMOVE EXISTING PLASTER FINISH WITH 40,000 PSI WATER JETTING

REMOVE EXISTING 2"x2"-10" WIDE TILE BEHIND BULLNOSE TILE AND UP TO GRATES (RAMP TILE TO REMAIN)

HAUL AWAY DEBRIS AND PRESSURE WASH POOL INTERIOR

APPLY WHITE PLASTER WITH (2) 24"x24" VGB APPROVED DRAIN GRATES

\$345,520 (FILLING AND 3 DAY START UP WITH CHEMICAL BALANCING INCLUDED)

INSTALL 420SF BLUE NON-SKID 2"x2" TILE BEHIND EXISTING BULLNOSE UP TO DRAIN GRATES

REPLACE DEPTH MARKER INLAY WITH NO DIVING AND NO RUNNING SYMBOL

(2) 1FT 0IN (5) 3FT 6IN (4) 4FT 0IN (4) 10FT 0IN (7) NO DIVING (11) NO RUNNING

INSTALL 1SF WHITE NON SKID TILE AROUND 26 IN FLOOR RETURN FITTINGS

\$72,000

REMOVE AND REPLACE 18" CUSTOM PARALLEL WHITE GRATING: \$50,000

INSTALL (11) POOL SIZE WHITE LED LIGHTS AND (4) SPA SIZE WHITE LED LIGHTS: \$30,000

NOTE: CITY OF PORTERVILLE RESPONSIBLE FOR BRUSHING PLASTER 2X PER DAY FOR 14 DAYS

CALIFORNIA ONLY: NOTICE TO OWNER: Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 9835 Goethe Rd., Sacramento, CA 95827.

We Propose

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

FOUR HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED TWENTY 00/100***** Dollars (\$ 497,520)

with payments to be as follows

Respectfully submitted LEE M. VALENZUELA

Note: this proposal may be
withdrawn by us if not accepted within _____ days

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____



PROPOSAL AND ACCEPTANCE

906 HOBLITT AVE. • CLOVIS, CA 93612
(559) 299-4900 • FAX 299-4515
LIC. NO. 906501

PROPOSAL SUBMITTED TO PORTERVILLE PUBLIC POOL	PHONE 559-567-3519	DATE 8 NOV 2024
STREET 97 N. PARK DR.	JOB NAME	
CITY, STATE AND ZIP CODE PORTERVILLE, CA	JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

DIVING BOARD AND STAND:

SUPPLY SR SMITH SRS-35-1372 1M TOWER ASSEMBLY RIGHT MOUNT AND SRS-35808 14FT RADIANT WHITE FRONTIER

III COMMERCIAL BOARD

\$31,096.89

TEST KIT:

TAYLOR K-2005 COMPLETE HIGH

\$102.11

WATERLINK SPIN TOUCH WITH 100 SPIN DISKS

\$2,130

POLE AND BRUSH:

SUPPLY 16'-32' TELESCOPING POLE WITH 36" 100% NYLON BRUSH

\$450

CALIFORNIA ONLY: NOTICE TO OWNER: Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 9835 Goethe Rd., Sacramento, CA 95827.

We Propose

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Dollars (\$ _____)

with payments to be as follows

Respectfully submitted LEE M. VALENZUELA

Note: this proposal may be
withdrawn by us if not accepted within _____ days

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____

ADVANCED CONCRETE

1018 W. Teapot Dome Ave., Ste. E
Porterville, CA. 93257

(559) 782-6322

License # 1085269
DIR # 1000043065
DBE # 46217

PROJECT PROPOSAL

Date: 11/13/2024

TO: CITY OF PORTERVILLE / PARKS DEPARTMENT

Project: POOLDECK TROFF REPAIR

Scope of work: POOL GUTTER REPAIR

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	DOWEL INTO EXISTING TROFF				\$0.00
2	INSTALL CONCRETE ADHESIVE				\$0.00
3	FORM & POUR 384 FT OF ANGLE CONCRETE CURB				\$0.00
4	SPRAY WATERPROOFING ON ENTIRE NEW TROFF				\$0.00
5	PLACE SILKA FLEX SEALANT @ COLD JOINT	1	L.S.	\$63,702.00	\$63,702.00
				Total	\$63,702.00

Total: \$ 63,702.00

Addendums:

Notes:

Exclusions: 1. Permits, staking, testing & bonds.
2. Compaction testing
3. Plastic Trench Gates

THANKS FOR THE OPPORTUNITY TO PROVIDE THIS PROPOSAL, PLEASE CALL WITH ANY QUESTIONS.

Sal Limon, Estimator

O: (559) 782-6322

C: (559) 202-9333

estimating.advancedconcrete@gmail.com

Terms & Conditions:

1. All proposals include all labor, materials, & machinery necessary to complete the scope of work identified unless specifically listed.
2. All proposals are quoted exactly as written above and do not include any additional materials, labor, or construction efforts not specifically included in the scope of work. It is the responsibility of the owner or owners' representative to confirm that this quote includes all work that is desired quoted.
3. All proposals are quoted using standard wage scale. Projects known to require state prevailing wages will be identified specifically in the scope of work.
4. All proposals are price guaranteed for 30 calendar days. Proposals whose date has expired are subject to price revision. Even proposals that are signed & authorized now and whose project start date is beyond the 30th day are subject to revision as well.
5. All payment terms are due in full upon completion unless otherwise agreed.
6. Advanced Concrete is a fully insured company; insurance documents are available upon request.
7. This document, when signed, is a legal and binding contract between Advanced Concrete and the subject property owner and is governed by the State of California including lien rights by all interested parties.

Authorization: A signature below acknowledges the completeness and accuracy of the above scope of work and agreement of the price and terms & conditions. This also acts as formal authorization to proceed.

Sign:

Print:

Title / Company:

Date:



CITY COUNCIL AGENDA – DECEMBER 17, 2024

SUBJECT: Authorization to Purchase a Police Service Dog

SOURCE: Police

COMMENT: In December 2024, the City of Porterville retired "Kaiser" one of the Police Department's service dogs. With this retirement, the department will operate with three patrol service dogs, leaving one of the department's patrol shifts without an on-duty service dog. Top Dog Training Center is our current police service dog vendor and trainer. Top Dog Training Center supplies police service dogs to agencies throughout the State of California, including most local police departments in Tulare County and the Tulare County Sheriff's Department, and at a much lower expense than providers located outside the local area.

The department's service dog specialists recently consulted our current vendor to evaluate potential service dogs and obtain pricing for a service dog and associated training. The police department would like to enter into an agreement with Top Dog Training Center to acquire a police service dog and the necessary training for the dog handler. This vendor provides a full guarantee against any congenital health defects for two years after the date of purchase and additionally guarantees the dog for non-health service-related problems for one year.

The total cost for the police service dog and the related training is \$18,893.75. Funds for this purchase are available in the police department's operating budget.

RECOMMENDATION: That the City Council:

1. Approve the purchase of a police service dog and related training from Top Dog Training Center at the cost of \$18,893.75; and
2. Authorize the Chief of Police to enter into an agreement with Top Dog Training Center to acquire the service dog and associated training.

ATTACHMENTS: 1. Top Dog Quote for Dual Dog (2024)

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager



To: **City of Porterville
Police Department
350 N. D Street
Porterville, CA 93257**

Top Dog Training Center, 5922 W. Clinton Avenue, Visalia, Ca 93291
Phone 559-802-7297



CITY COUNCIL AGENDA – DECEMBER 17, 2024

SUBJECT: Authorization to Purchase Sideloader Pivot Arm Assembly

SOURCE: Public Works

COMMENT: Vehicle #6608, a 2020 Peterbilt Residential Refuse Truck, has experienced failure of the pivot arm assembly. The pivot arm assembly is a proprietary component that can only be purchased directly from the manufacturer. This residential side loader has at least five years of expected service life remaining.

Staff is requesting authorization to purchase the part from One Source Parts, the truck manufacturer, as they are able to sell directly to the City. The estimated cost of the pivot arm assembly is \$5,769.98 (inclusive of all parts, taxes, freight, and a 10% contingency). Funding is available in the Solid Waste Operating Budget.

RECOMMENDATION: That the City Council:

1. Authorize the purchase of the side loader pivot arm assembly from One Source Parts at a cost not to exceed \$5,769.98 (inclusive of all parts, taxes, freight, and a 10% contingency); and
2. Authorize payment upon receipt of parts.

ATTACHMENTS: 1. Estimate #6608

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager



quote #1028078
(877) 884-7662

[illegible]

Valid for 60 days

SUBTOTAL		\$4,801.32
TAX RATE		9.25%
SALES TAX		\$444.12
OTHER		
TOTAL	\$	5,245.44

10%	524.54
TOTAL	<u>5,769.98</u>



CITY COUNCIL AGENDA – DECEMBER 17, 2024

SUBJECT: Authorization to Purchase Replacement Pedestrian Gates for City Corporation Yard

SOURCE: Public Works

COMMENT: The City Corporation Yard's current pedestrian gates are outdated and require replacement to meet enhanced security standards and compliance with the Americans with Disabilities Act (ADA). To address this need, the City obtained three quotes from qualified vendors for the purchase and installation of the gates. This procurement falls below the Federal Transit Administration's (FTA) small purchase threshold of \$150,000, allowing it to be handled using simplified procurement procedures. These procedures require obtaining competitive prices from an "adequate number of qualified sources" to ensure competition. Additionally, since this is a small purchase, FTA clauses are not required to be included in the purchase agreement.

Below is a summary of the three quotes received:

Vendor	Total Cost	Includes Installation
Outlaw Industries	\$42,959.18	Yes
Torxun	\$49,455.02	No
TYMETAL	\$69,000.00	No

Outlaw Industries provided a quote totaling \$42,959.18, which includes three AG-36-ADA Full Height ADA Gates, factory installation services, and associated shipping and travel costs. These gates feature powder-coated galvanized steel construction, stainless steel hardware, and tamper-resistant #9 flattened expanded metal. Additional features include Torxun automatic door openers, weather-resistant keypads, and electric rim exit devices. Outlaw Industries' quote also includes professional installation by factory-trained technicians, ensuring proper assembly and compliance with all relevant standards.

Torxun submitted a competing quote with a total cost of \$49,455.02. The quote covers the gates and shipping but does not include installation services, which would require the City to procure and coordinate additional resources for proper installation. The gates proposed by Torxun meet ADA and security requirements, featuring high-quality

materials and comparable specifications.

TYMETAL provided a third quote, offering each gate at \$23,000, with a total cost of \$69,000 for three gates. However, this quote does not include installation services, requiring the City to secure additional resources to complete the project. While TYMETAL's gates meet ADA and security requirements, the higher cost and lack of installation services reduce the cost-effectiveness of this option.

After evaluating all three quotes, staff determined that Outlaw Industries offers the most comprehensive and cost-effective solution for this project. The inclusion of professional installation services ensures proper assembly, compliance with standards, and seamless project completion at a competitive price.

It should be noted that the quote from Outlaw Industries does not include sales tax; however, a 10% contingency is sufficient to cover applicable sales tax for this project. It is recommended that the City Council authorize the purchase and installation of the AG-36-ADA gates from Outlaw Industries at a cost of \$42,959.18, and approve an additional 10% contingency in the amount of \$4,295.92 for unforeseen expenses, bringing the total requested funding to \$47,255.10.

This project will be funded through the Facility Improvements project, which has a budget of \$500,000 under FTA grant number 6260-2 for Fiscal Year 2024/25. The FTA will fund 80% of the total project cost, amounting to \$37,804.08, with the remaining 20%, or \$9,451.02, covered by Local Transportation Funds (LTF).

RECOMMENDATION: That the City Council:

1. Authorize the purchase and installation of replacement pedestrian gates from Outlaw Industries for a total amount not to exceed \$47,255.10, inclusive of a 10% contingency to cover unforeseen expenses and applicable sales tax.; and
2. Authorize the Transportation Director to execute the purchase agreement.

ATTACHMENTS:

1. Outlaw Industries Quote
2. Torxun Quote
3. TYMETAL Quote

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager



Outlaw Industries
3475 S. Calhan Hwy
Calhan, CO 80808
+1 7192941008
sales@outlawindustries.co
www.outlawindustries.co

Estimate

ADDRESS

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

SHIP TO

Richard Tree
559-483-0904
City of Porterville
291 N. Main St. Porterville, CA
93257

ESTIMATE # 2784

DATE 12/05/2024

JOB NAME

Richard Tree

DATE	ACTIVITY	QTY	RATE	AMOUNT
	ADA GATES:SINGLE FULL HEIGHT ADA GATES:AG-36-ADA-POG-E 36' ADA POWDER COATED OVER GALVANIZED ELECTRIC EXIT RIM	3	6,431.00	19,293.00
	Torxun auto ped opener:Torxun Autoped The Torxun Autoped is an Outdoor Rated Stainless Steel Automatic Door Opener ANSI A156.19 And UL325 Standard Compliant Fully Outdoor UL 325 Rated Pedestrian Gate Operator ADA Compliant	3	2,977.00	8,931.00
	LOCINOX:Automation:SLIMSTONE-2-9005 STURDY, FROST FREE, AND WEATHER RESISTANT KEYPAD WITH 2 INTERGRATED RELAYS IN RAL	3	225.06	675.18
	Turnstile Shipping ADA Gate Shipping Porterville, CA 93257 via partial truck load or LTL	1	2,000.00	2,000.00
	Labor 1:Factory Installation Factory Installation Of Outlaw Industries Products, Assures Your Customer Has The Best Available Factory Trained Technicians on the Job. Credentials Include OSHA 30 Training, Drug and Alcohol Screening, FBI Background Clearance.	5	1,300.00	6,500.00

2 men 2 days on site and 2 days travel

SCOPE OF WORK

- Install above ADA gates in existing fence line on concrete surface provided by others

DATE	ACTIVITY	QTY	RATE	AMOUNT
	- leave site cleaner than it was when we arrived			
	NOT IN SCOPE			
	- concrete by others			
	- electrical by others			
	- access control by others			
	- tie in/demo of existing fencing and gate by others			
	- prepping fence line for new gates by others			
	- dumpster provided by others			
	travel: Travel and Accommodations	1	5,560.00	5,560.00
	Travel and Accommodations			
	Round trip Airfare			
	Hotel Rooms			
	Rental Car			
	Per Diem			
	Parking			
	Payment Terms	1	0.00	0.00
	Payment Terms:			
	50% Deposit on Material to start manufacturing			
	50% Balance on Material and 100% of shipping and travel and accommodations due to ship material			
	50% Deposit Due on Labor to schedule installation			
	50% Balance Due on Labor upon completion of installation			

All Estimates are valid for 14 days from Quoted date, unless stated otherwise.

SUBTOTAL	42,959.18
TAX	0.00
TOTAL	\$42,959.18

Accepted By

Accepted Date



TORXUN, Inc.
50 Sloan Ct.,
Tracy, California, 95304
USA



Estimate Number: 4969

Estimate Date: Dec 09, 2024

Estimate for:

City of Porterville

Account #: 1645

Phone: 559-782-7514

Estimate Expires: Jan 08, 2025

Billing Address:

291 N. Main St.
Porterville, California, 93257
USA

Shipping Address:

555 N. Prospect St.
Porterville, California, 93257
USA

Sales Person: Frank Bacosa II

Phone: (888)491-4283, Email: frank@torxun.com

#	Description	Item #	Qty	Unit		Unit Price	Amount
1	 AMPED - Industrial Surface mount w/AutoPed (Custom) Part #: 1106.2020 2" x 3" Hinge Frame 2" x 2" Gate Frame 2" x 5" Header 3/4" Pickets 12" Sheet Metal Kick-Plate	2727	3	item	9.25%	\$14,289.2500	\$42,867.7500
2	Crating and Shipping (LTL)		1	service	9.25%	\$2,400.0000	\$2,400.0000
						Subtotal:	\$45,267.75
						Tax:	\$4,187.27
						Balance Due:	\$49,455.02 (USD)

Note

Includes:

Standard CAD Shop Drawing

Additional Specifications:

****Clear opening Dimensions of Doorway****
Height 78" (ADA standard)
Width 36"

Additional Infill:

3/4" Flattened Expanded Metal

Finish:

Zinc Primer + Powder Coat (Black) (Color: BK08)

Lock System:

3' Von Duprin 22 Egress Bar w/ Night Latch Lever
KeeDEX Box
BarGuard

Strike System:

HES 9600 Electric Strike

GATE HANDING WITH AUTOPED:

Left Hand Track Arm Assy. *Pull to Open*

Additional Autoped Components:

Open Physical Stop Kit (Positive Stop)

3-Position Key Switch Assy. (On-Off-Hold Open) w/ 4 Barrel Keys

SHIPPING NOTE:

Shipping estimates provided are for budgetary purposes only and they are subject to change. Final shipping charges will be calculated when system(s) are palletized, wrapped, measured and weighed prior to Torxun's submission of the final invoice. We always get multiple quotes for freight to assure you are getting the best deal.

Payment Terms

Payment Terms:

50% Deposit payment with purchase order

Remaining Balance After Shipping: (Net 30)

Note: All invoices paid via credit card are subject to a 3% surcharge.

Current Shipment Lead Time:

6 weeks or less



RE: Online Inquiry

From Kehley, Todd <TKehley@tymetal.com>
Date Mon 12/2/2024 7:09 AM
To Richard Tree <rtree@ci.porterville.ca.us>

Caution! This message was sent from outside your organization.

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

Good day Richard!

As promised, please see the following:

Budgetary Estimate - Materials Only (transportation, installer markup and installation services not included)

Gate: \$12,500 each

I did find out that we have a 2150 design that uses the AutoPed operator by Torxun to automate our ped gate. I don't know anything about the operator but can look into it if this is something you would be interested in.

Gate and Operator: \$23,000 each

For rough budgeting purposes, the furnished and installed cost could be approximately 2 times the cost of materials

Best regards,

TYMETAL
Greenwich, NY
Todd Kehley CGAD | Specification & Design – Western U.S. & International Region
Office – 800-328-4283 X323 | tkehley@tymetal.com



How are we doing? Please leave us a review: [Leave Us A Review](#)

From: Richard Tree <rtree@ci.porterville.ca.us>
Sent: Wednesday, November 27, 2024 12:40 PM
To: Kehley, Todd <TKehley@tymetal.com>
Subject: Re: Online Inquiry

Thanks!



CITY COUNCIL AGENDA – DECEMBER 17, 2024

SUBJECT: Authorization to Enter into an Agreement with the Tulare County Association of Governments (TCAG) for College of the Sequoias (COS) Student Transit Services

SOURCE: Public Works

COMMENT: The COS Student Transit Pass Program was established in 2010 to provide students with unlimited transit rides during each semester. This program is funded by a transportation fee collected from COS students, with additional contributions from the COS Board of Trustees. Full-time students pay \$10 per semester, and part-time students pay \$9 per semester toward the program. The COS Board of Trustees supplements these fees with an additional \$1 contribution per student each semester. The original agreement governing the program expired in January 2021, but due to the disruptions caused by the COVID-19 pandemic, the program continued to operate informally under the terms of the expired agreement.

In the summer of 2024, TCAG revisited the program and updated the agreement to extend its term from January 1, 2025, through January 1, 2031. The updated agreement ensures the continuation of unlimited transit services for COS students while maintaining financial and operational continuity for participating transit agencies, including the City of Porterville. The City's transit system serves an average annual ridership of 1,200 COS students through this program, generating approximately \$1,500 in revenues annually. These revenues help offset the costs associated with providing the service.

TCAG will distribute funds to participating transit providers based on a formula outlined in the agreement. Half of the funds will be allocated proportionally based on ridership and mileage data, while the other half will support new and expanded transit services directly resulting from COS student ridership. The agreement also requires transit providers to track ridership data using approved methods and submit it to TCAG by the 21st day of the month following the end of each semester. Failure to submit data on time will result in payment based on 50% of the previous semester's ridership totals. The agreement further extends the timeline for TCAG to transfer funds to transit providers, allowing up to 20 business days after the receipt of ridership data and related documentation.

This agreement also provides operational support by reimbursing costs for service expansions and capital improvements directly attributable to COS student ridership. These provisions ensure that the City has the resources to maintain and expand services as needed. Approval of this agreement will formalize the City's participation in the program and ensure that transit services for COS students continue without interruption. This agreement highlights the City's commitment to fostering accessible transportation for the community while ensuring fiscal responsibility and operational efficiency. The agreement does not result in any additional fiscal impact to the City of Porterville, as the transit services provided are funded entirely through program revenues collected by TCAG.

While this agreement focuses on students from the College of the Sequoias, staff recognizes the potential to extend similar benefits to Porterville College students in the future. Porterville College is not part of this agreement because it is part of a different community college district. Extending these benefits to Porterville College students would require separate approvals by the Porterville College student body and its Board of Trustees. However, staff is interested in having discussions with the Porterville College Board of Trustees to explore opportunities for a similar transit program for Porterville College students.

RECOMMENDATION: That the City Council Authorize the City Manager to execute an agreement with the Tulare County Association of Governments (TCAG) for the provision of transit services for College of the Sequoias (COS) students.

ATTACHMENTS: 1. Draft 2024 COS Agreement

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager

TRANSIT PROVIDER AGREEMENT
FOR TRANSIT SERVICES FOR THE COLLEGE OF THE
SEQUIOIAS STUDENT TRANSIT PASS PROGRAM
BETWEEN THE TULARE COUNTY ASSOCIATION OF
GOVERNMENTS (TCAG)
AND THE CITY OF PORTERVILLE

This Agreement is made and entered into this 17th day of December 2024, by and between the Tulare County Association of Governments, hereinafter referred to as “TCAG,” and the City of Porterville, hereinafter referred to as “Agency,” effective January 1, 2025.

RECITALS

WHEREAS, in September 2010 College of the Sequoias (COS) students voted to implement a mandatory transportation fee of \$5 per full-time student, and \$4 per part-time student, which would provide students with an unlimited fixed route transit pass valid on Tulare County fixed route bus services (excluding Sequoia Shuttle) and Kings Area Rural Transit fixed routes; and

WHEREAS, in May 2014 COS students voted to implement an additional mandatory fee of \$5 per full-time and part-time student to contribute to the existing COS Student Transit Pass Program; and

WHEREAS, the transit services available to registered students will include fixed route services on the following transit systems: Visalia Transit, Porterville Transit, and Tulare County Regional Transit Agency (TCRTA); and

WHEREAS, the COS Board of Trustees will contribute \$1.00 to the transportation fund for each COS student that is enrolled, per semester in the semester in which they are enrolled; and

WHEREAS, COS students will not receive student transit program identification valid on participating fixed route transit unless they have paid their student transportation fees for the semester; and

WHEREAS, additional funding may be received from grants and other sources and may be applied during the contract period of the agreement; and

WHEREAS, COS will collect all transportation funds and provide to TCAG, based on the total number of students paying fees; and

AGREEMENT

College of the Sequoias Student Transit Pass Program

WHEREAS, Agency will track transit ridership by students using valid COS identification cards using a tracking method approved by TCAG; and

WHEREAS, Agency will submit ridership data for student passengers using valid COS student identification to TCAG following the conclusion of each semester; and

WHEREAS, Agency will submit the average miles per passenger for participating fixed route systems only from each year's State Controller's Report or National Transit Database reporting; and

WHEREAS, TCAG will retain 1% from the Board of Trustees and COS Student funds for administration costs; and

WHEREAS, if Agency fails to submit appropriate COS student ridership data by the 21st day of the month following the end of the semester, the Agency agrees to accept payment based on one-half of their previous semester's ridership data; and

WHEREAS, TCAG shall distribute fifty-percent of received funds to participating transit providers based on ridership and mileage criteria; and

WHEREAS, TCAG shall distribute fifty-percent of received funds to transit providers based on new and expanded service costs incurred by transit providers as a direct result of COS student riders; and

WHEREAS, TCAG shall determine the criteria for determining new and expanded service costs incurred as a direct result of COS student riders, with input from transit providers, and will approve amounts payable; and

WHEREAS, TCAG shall adopt criteria for determination of new and expanded service costs, and the first proposal for criteria parameters will be presented to the TCAG Board in September 2024; and

WHEREAS, this agreement shall be valid for the Fall 2014 academic semester through the Fall 2020 academic semester, unless otherwise amended or superseded.

NOW, THEREFORE, the parties agree as follows:

1. **TERM.** This agreement shall commence on January 1, 2025, and shall expire at 11:59 PM on January 1, 2031, unless otherwise terminated, amended, or superseded. The agreement will be renewable for similar or different terms and conditions upon mutual agreement between all parties.
2. **INDEPENDENT CONTRACTOR.** While engaged in carrying out and complying with the terms and conditions of this agreement, TCAG is an independent contractor, and not an officer, agent, or employee of Agency.

AGREEMENT

College of the Sequoias Student Transit Pass Program

3. **PAYMENT.** TCAG agrees to transfer the funds received by COS (less administrative and material costs) after the conclusion of each semester/session in which funds are collected to participating agencies within 20 business days of receiving the funds, and once all COS student ridership data and average passenger mileage is received for the semester/session. Ridership totals are to be submitted following the close of each semester and are due by the 21st of the month following the end of the previous semester. If the 21st falls on a weekend, the data is due the following working day. If Agency fails to submit the required data by the 21st of the month after the prior semester, Agency agrees to accept payment based on one-half of their previous month's ridership.

TCAG will disburse fifty percent of the funds received (less administrative and material costs) to transit providers based on the following formula: 50% of applicable semester/session funds in proportion to provider's share of student ridership and 50% of applicable semester/session funds in proportion to provider average passenger mile percentage as reported in Agency's annual State Controller Report (SCR). Ridership shall be tracked by the Agency through the Agency operations contractor/employees and submitted in a report. Agency shall make available the source documents to verify that report if requested by TCAG.

TCAG will disburse funds from the other fifty-percent of those received (less administration) to transit providers based on new and expanded service costs incurred by transit providers as a direct result of COS student riders. Said expenses must be for service expansion or capital improvements made after the commencement of this agreement that are attributable in part or in whole to COS student ridership. Service costs and capital costs exceeding \$5,000 shall be reimbursed in proportion to student ridership on the route or routes in question. Capital costs of \$5,000 or less that are incurred because of COS student pass program ridership shall be reimbursed in full.

If the latter defined fifty-percent of funds exceeds the approved amount of costs incurred, TCAG will hold those funds for future said expenses. If the funds are less than the approved costs incurred, TCAG will disperse funds up to the payable amount as they come in. In the instance that multiple agencies are owed amounts for this portion of funds, funds will be paid out proportionately based on amount owed to each agency.

4. **ADMINISTRATION COSTS.** In consideration of the above payments and other activities associated with the program's administration, TCAG will retain 1% of total funds for administration costs. Funds received for the program shall also pay for proper identification for student riders. Student identification shall be updated every semester/session.
5. **DEFAULT.** Upon default by TCAG or Agency in any of the covenants or conditions of this agreement, TCAG or Agency may terminate agreement upon 60 days advance written notice to the defaulting party.

AGREEMENT

College of the Sequoias Student Transit Pass Program

6. **AMENDMENTS.** This agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by both parties.
7. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of California.
8. **BINDING EFFECT.** This agreement is for the benefit of and shall be binding on all parties and their respective successors, heirs, and assigns.
9. **ATTORNEYS' FEES AND COSTS.** Each party shall bear its own attorneys' fees and costs for all such fees and costs incurred prior to the date of execution of this agreement.
10. **BREACH OF AGREEMENT.** If either party breaches this agreement, the prevailing party shall be entitled to all damages reasonably flowing from the breach.
11. **INDEMNIFICATION.** Agency and TCAG shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of Agency or TCAG or its agents, officers and employees under this agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this agreement, and any claims made against either party alleging civil rights violations by such party under Government Code sections 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this agreement as to any acts or omissions occurring under this agreement or any extension of this agreement.
12. **EXECUTION IN COUNTERPARTS.** This agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy of an original, with all signatures appended together, shall be deemed a fully executed agreement.
13. **SEVERABILITY.** If any provision of this agreement is held to be void, voidable, or unenforceable, the remaining portions of the agreement shall remain in full force and effect.
14. **INTERPRETATION.** The language of all parts of this agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

AGREEMENT

College of the Sequoias Student Transit Pass Program

15. **COMPLIANCE WITH LAW.** TCAG agrees to perform the services contemplated by this agreement in a professional and a competent manner and in compliance with all state or federal laws or regulations governing the services to be rendered pursuant to this agreement.
16. **BOARD APPROVAL.** The parties recognize that the effectiveness of this agreement is contingent upon approval by the Agency and TCAG.
17. **OTHER DOCUMENTS/ACTS.** The parties agree to work together diligently and to execute related documents and perform related acts necessary for the successful performance of this agreement.
18. **ENTIRE AGREEMENT.** This agreement and its attachments, if any, constitute the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this agreement. All prior understandings, terms, or conditions are deemed merged into this agreement and its attachments.
19. **NOTICES TO PARTIES.** All notices to be given to the parties to this agreement shall be in writing and served by depositing same in the United States Mail, postage prepaid, registered or certified mail.

Notices to TCAG should be addressed to:

Tulare County Association of Governments
210 N. Church Street, Suite B
Visalia, CA 93291

Notices to Agency should be addressed to:

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first herein above written.

TULARE COUNTY ASSOCIATION OF GOVERNMENTS:

Signature

Date

Ted Smalley, Executive Director

Name and Title

CITY OF PORTERVILLE

AGREEMENT

College of the Sequoias Student Transit Pass Program

Signature

Date

Name and Title

Attest: _____

Name and Title

Date



CITY COUNCIL AGENDA – DECEMBER 17, 2024

SUBJECT: Authorization to Execute Landscape Maintenance Agreement with the California Department of Transportation (Caltrans) for the Landscape Screening Project

SOURCE: Engineering and Project Management

COMMENT: The California Department of Transportation (Caltrans) has completed the design of the Landscape Screening Project, which is located in the City of Porterville along State Route 190 from Prospect Street to Plano Street, and along State Route 65 from Henderson Avenue to Avenue 188 (postmiles 15.1–17.0 / 20.7–23.6, respectively). The proposed project includes the installation of landscaping and irrigation infrastructure to enhance the aesthetic quality of the area, improve environmental conditions, and contribute to the overall quality of life for Porterville residents and visitors.

Funding for this will be provided by Measure R funds as allocated by the Tulare County Association of Governments (TCAG). Upon completion of the installation, the ongoing maintenance will be managed by the City's Parks and/or Public Works Departments, dependent upon the scope of work involved.

In order to formally accept this responsibility and move forward with obtaining the necessary encroachment permits, the City must enter into a Landscape Maintenance Agreement with Caltrans. The agreement outlines the terms and conditions set forth for both the City of Porterville and the State of California, including maintenance repairs and required reporting should herbicides be utilized during said construction, maintenance, and/or repair work. We anticipate seeking authorization to advertise for bids in early 2025.

RECOMMENDATION: That the City Council:

1. Approve the Landscape Maintenance Agreement for the Landscape Screening Project located within the State Highway right-of-way along State Route 190 and State Route 65 with the California Department of Transportation; and
2. Authorize the Mayor and City Manager to execute the

draft Landscape Maintenance Agreement between the City of Porterville and the California Department of Transportation.

ATTACHMENTS: 1. Draft Landscape Maintenance Agreement w/ Work Area Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

**LANDSCAPE MAINTENANCE AGREEMENT
WITHIN STATE HIGHWAY RIGHT OF WAY
ON STATE ROUTE 190 AND STATE ROUTE 65 WITHIN THE CITY OF
PORTERVILLE**

THIS AGREEMENT is made effective this _____ day of _____, 20_____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the CITY of Porterville; hereinafter referred to as “CITY” and collectively referred to as “PARTIES”.

SECTION I

RECITALS

1. WHEREAS the PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE’s right of way by Permit Number(s) _____.
2. WHEREAS, this Agreement addresses CITY responsibility for the landscape maintenance consisting of irrigation, shrubs, mulch, and weed removal (collectively the “LANDSCAPING”) placed within State Highway right of way on State Route 190 (postmile 15.1-17.0) and within State Highway right of way on State Route 65 (postmile 20.7-23.6), as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
 - 1.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter “MAINTAIN/MAINTENANCE”) of LANDSCAPING as shown on Exhibit “A.”
 - 1.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE’s consent or initiation within the limits of the STATE’s right of way herein described which affects PARTIES’ division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit “A” which will be made a part hereof and will thereafter supersede the attached original Exhibit “A” to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

2. CITY agrees, at CITY expense, to do the following:
 - 2.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
 - 2.2. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
 - 2.3. CITY will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way.
 - 2.4. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
 - 2.5. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
 - 2.6. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
 - 2.7. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
 - 2.8. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
 - 2.9. To prune shrubs to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
 - 2.10. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
 - 2.11. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA-0017) to the STATE to: District 6 Maintenance Division, South Region at 1226 Olive Drive, Bakersfield, CA 93308.

- 2.12. To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
 - 2.13. To inspect LANDSCAPING on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.
 - 2.14. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
 - 2.15. To MAINTAIN all of the STATE highway right of way, as shown on Exhibit A, at CITY expense. MAINTENANCE includes, but is not limited to, the removal of dirt, debris, weeds, and any deleterious item on or about the LANDSCAPING in an expeditious manner.
 - 2.16. To allow random inspection of LANDSCAPING by a STATE representative.
 - 2.17. All work by or on behalf of CITY will be done at no cost to STATE.
3. STATE agrees to do the following:
 - 3.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
 - 3.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.
4. LEGAL RELATIONS AND RESPONSIBILITIES:
 - 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

-
 - 4.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect said cure.

- 4.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.
- 4.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

5. PREVAILING WAGES:

- 5.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 5.2. Requirements in Subcontracts – CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

6. INSURANCE – CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
 - 6.1. SELF-INSURED – CITY is self insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement in a form satisfactory to STATE, along with a signed copy of the Agreement.
 - 6.2. SELF-INSURED using Contractor - If the work performed on this Project is done under contract CITY shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
7. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
8. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF PORTERVILLE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____, Mayor

TOKS OMISHAKIN
Director of Transportation

Initiated and Approved

By: _____
_____, CITY Manager

By: _____
John Liu
Deputy District Director
Maintenance and Operations, District 6

ATTEST:

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

By: _____
Julia Lew, CITY Attorney

INDEX OF PLANS

SHEET No.	DESCRIPTION
1	TITLE AND LOCATION MAP
XX	CONSTRUCTION AREA SIGNS
XX	TRAFFIC HANDLING PLANS AND QUANTITIES
XX	SUMMARY OF QUANTITIES
XX	IRRIGATION SCHEDULES, PLANS, AND QUANTITIES
XX	PLANT LEGEND, PLANS AND QUANTITIES
XX	REVISED STANDARD PLANS

THE STANDARD PLANS LIST APPLICABLE TO THIS CONTRACT IS INCLUDED IN THE NOTICE TO BIDDERS AND SPECIAL PROVISIONS BOOK.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PROJECT PLANS FOR CONSTRUCTION ON
STATE HIGHWAY
IN TULARE COUNTY
IN PORTERVILLE ON ROUTE 190 FROM SOUTH
PROSPECT STREET TO SOUTH PLANO STREET AND
ON ROUTE 65 FROM THE SOUTH END OF
HERNDERSON AVENUE UNDERCROSSING
TO AVENUE 188

TO BE SUPPLEMENTED BY STANDARD PLANS DATED 2018



BEGIN CONSTRUCTION
PM R15.1

Begin Work
PM R14.8

End Work
17.2

END CONSTRUCTION
PM 17.0

NO SCALE

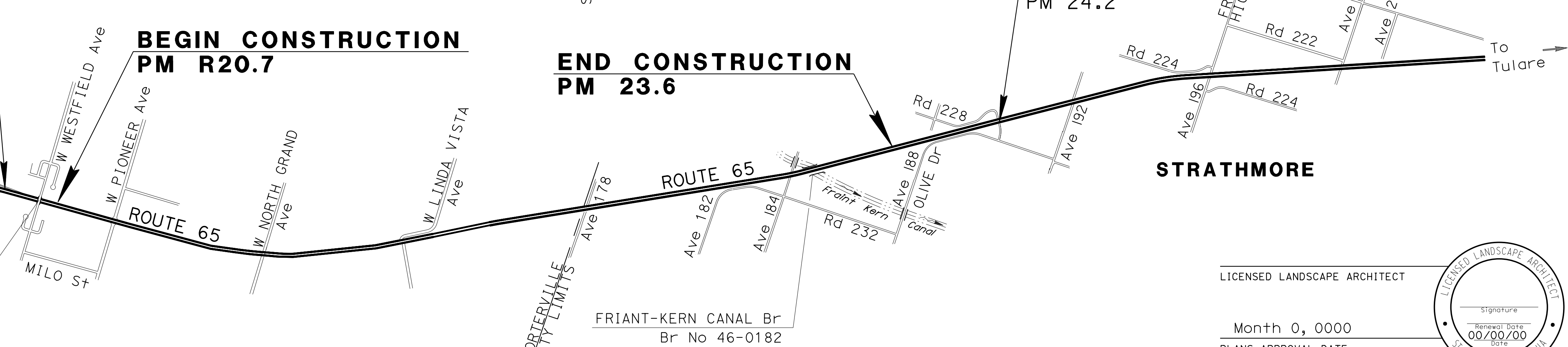
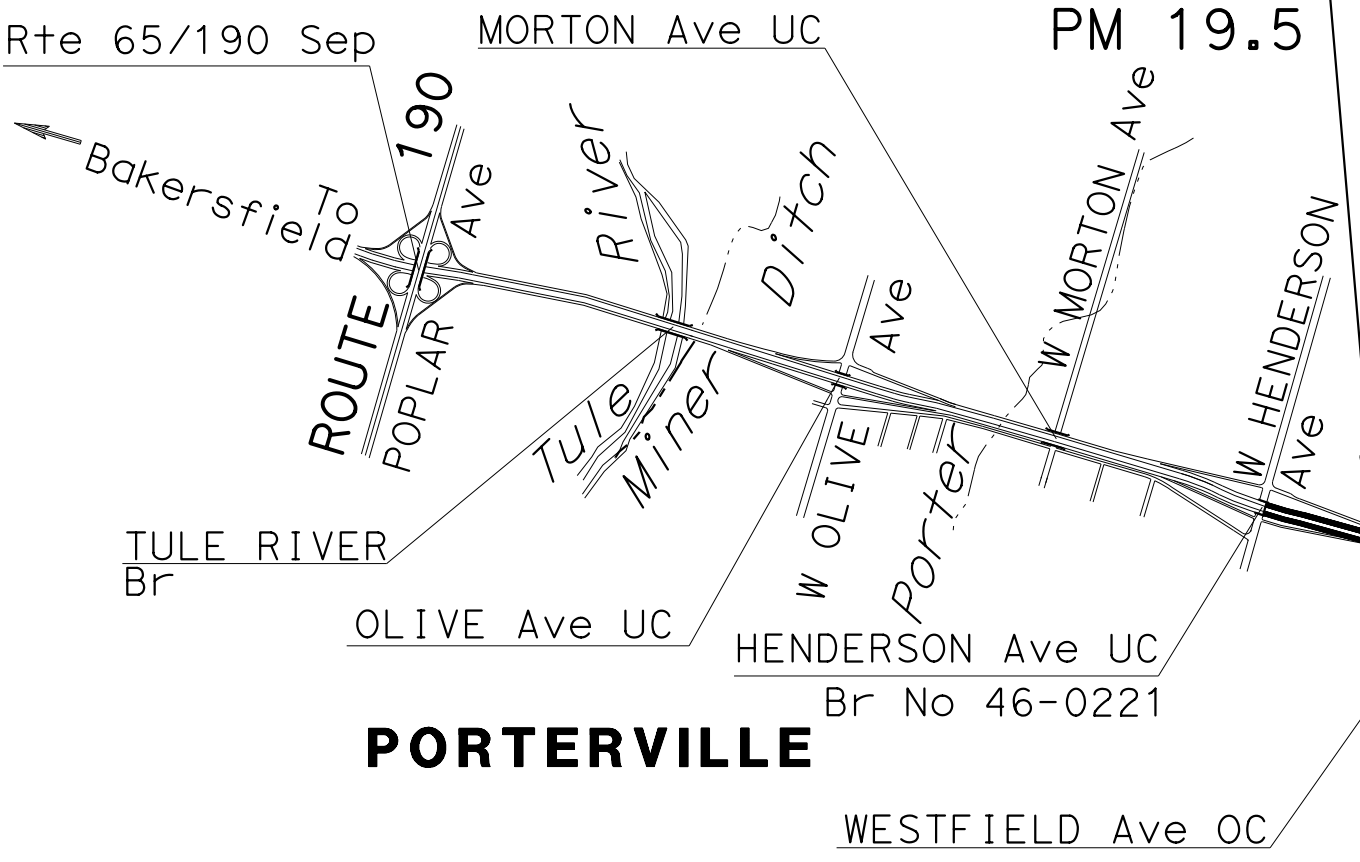
BEGIN CONSTRUCTION
PM R20.7

Begin Work
PM 19.5

END CONSTRUCTION
PM 23.6

End Work
PM 24.2

STRATHMORE



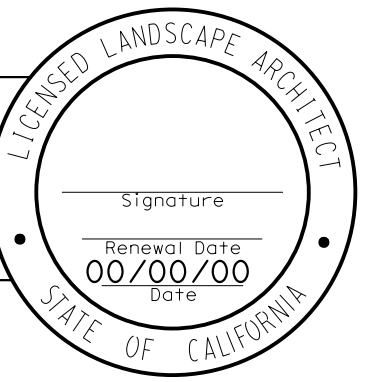
NO SCALE

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

LICENSED LANDSCAPE ARCHITECT

Month 0, 0000

PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



PROJECT MANAGER	SUMANGALI HOODE
SENIOR LANDSCAPE ARCHITECT	BRAD COLE



CITY COUNCIL AGENDA – DECEMBER 17, 2024

SUBJECT: Interagency Agreement - Community Center Project Funding

SOURCE: Engineering and Project Management

COMMENT: The Community Center and Park Project that is to be constructed along Henderson Avenue just east of Fourth Street is currently out for bid with an anticipated bid opening date in early January 2025. This project includes the construction of a fully-sprinklered 16,514 square-foot community center with a gym, racquetball court, teen activity and study rooms, and staff offices. The project also includes the development of a park on the property that includes a splash pad, challenge course, pump track, climbing boulder, mini pitch area, playground, and connections to the newly refurbished Santa Fe Byway.

Funding for the project includes \$4,266,673 in American Rescue Plan Act Funds (ARPA), which requires an obligation of said funds before December 31, 2024. As the project is currently out for bid, the City is able to meet the allocation requirements and deadline by entering into an "Interagency Agreement" between itself and the City of Porterville Parks and Leisure Services Department for the ARPA funding portion of this project.

RECOMMENDATION: That the City Council:

1. Authorize the Draft Interagency Agreement between the City of Porterville and the City Parks and Leisure Services Department; and
2. Authorize the Mayor to execute the Draft Interagency Agreement on behalf of the City; and
3. Authorize the Parks and Leisure Services Director to execute their portion of the Draft Interagency Agreement.

ATTACHMENTS:

1. Locator Map
2. Draft Interagency Agreement
3. Obligating SLFRF Funds Through an Interagency Agreement

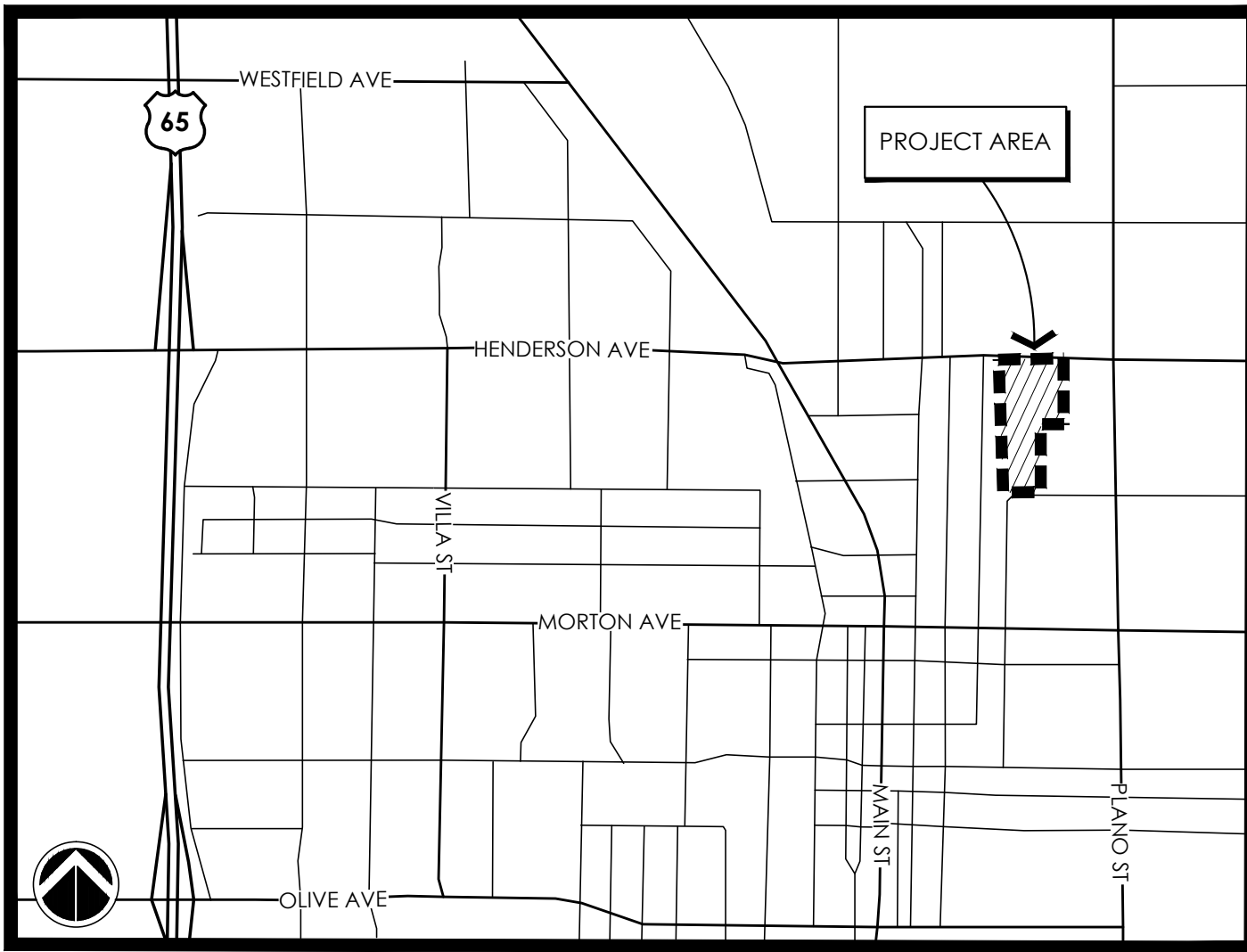
Appropriated/Funded:

Review By:

Department Director:

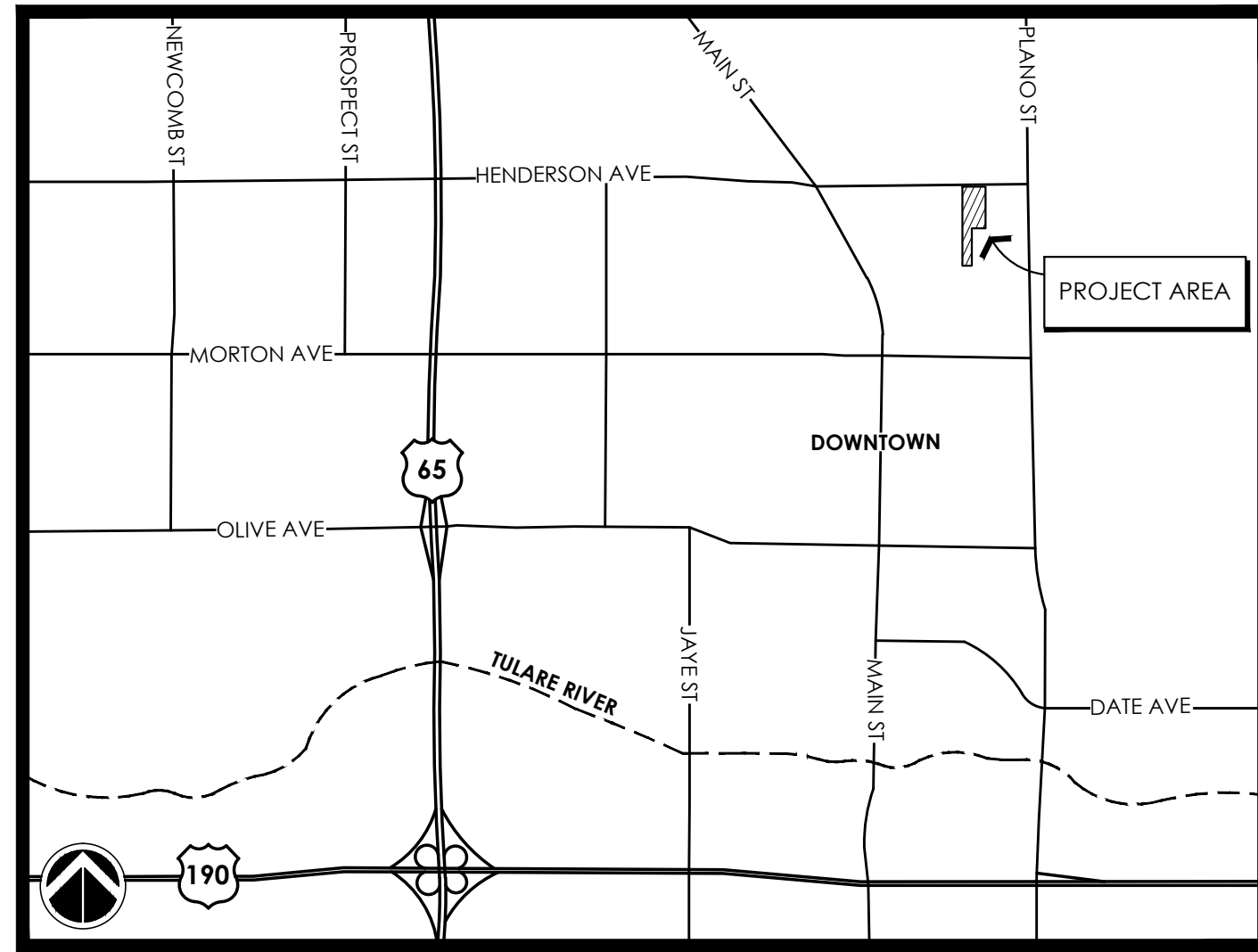
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager



VICINITY MAP

NOT TO SCALE



LOCATION MAP

NOT TO SCALE



CITY OF PORTERVILLE

FOURTH ST COMMUNITY CENTER AND PARK

PORTERVILLE, CA

AGREEMENT

This Interagency Agreement (“Agreement”) is made between the City of Porterville (“CITY”) and the City of Porterville Parks Department (“Agency”).

WHEREAS, the 2021 American Rescue Plan Act (“ARPA”) provided \$19,984,717 to the CITY from the Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”);

WHEREAS, the U.S. Department of Treasury is the federal agency that administers the SLFRF funding and has provided the CITY with the SLFRF funding conditional on the CITY complying with its rules and regulations;

WHEREAS, the CITY has established a process for CITY agencies and organizations external to the CITY to apply for SLFRF funding and recommends the Agency receive SLFRF funding for its Program as described in this Agreement;

WHEREAS, the CITY and the Agency wish to enter into this Agreement to memorialize each other’s responsibilities in regard to the SLFRF funding for the Program; and

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. PURPOSE

The CITY hereby agrees to provide SLFRF funding, in the amount set forth herein, to the Agency to facilitate the implementation of the Program set forth herein.

B. SCOPE OF PROGRAM

Agency shall implement the Program, including any milestones and deliverables, as described as: Construction of the Community Center and Park on Henderson Avenue just east of Fourth Street in Porterville. \$4,266,673 in SLFRF budgeted towards the overall approximate budget of \$18,247,577.70 (final budget to be authorized upon project award).

C. TERM

The term of this Agreement shall begin on December 18, 2024, and end on DECEMBER 31, 2026, unless terminated earlier in accordance with this Agreement.

D. FINANCIAL AND PERFORMANCE REQUIREMENTS

1. Funding. Subject to the availability of SLFRF funding, the CITY shall provide funds to the Agency for the Program, in the amount of Four Million Two Hundred Sixty-Six Thousand Six Hundred Seventy-Three Dollars (\$4,266,673) for the term. Any expenses/costs incurred by Agency in excess of this amount shall be the sole responsibility of Agency if additional SLFRF funding is not available from the CITY.

2. Budget. Agency agrees that all expenditures are to be in accordance with the approved budget for the term of this Agreement. The approved budget provided herein.

3. Payment. The CITY shall make SLFRF funding as specified in this Agreement available for use. The SLFRF funding shall be used to provide the services described in this Agreement. Any SLFRF funding advanced to Department prior to the execution of this Agreement which is related to this Agreement is subject to the terms and conditions of this Agreement.

4. Reporting. The Agency agrees to provide supporting documents and corresponding reports as requested by the U.S. Department of the Treasury and the CITY to meet any reporting deadlines. The Agency shall adhere to the instructions and format, including specific forms required by the CITY and the U.S. Department of Treasury for the SLFRF funding.

5. Audits. The Agency shall comply with all applicable provisions of the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements (2 CFR 200) and the regulations and guidance propagated by the U.S. Department of the Treasury applicable to SLFRF funding. At any time during business hours and as often as the CITY may deem necessary, there shall be made available for examination, the Agency's records with respect to matters covered by this Agreement. The Agency shall permit the CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

6. Records. The Agency shall retain records related to this Agreement for a period of five (5) years after all funds have been expended or returned to the U.S. Department of Treasury, whichever is later.

E. CORRECTIVE ACTION AND TERMINATION

1. Corrective Action. Upon written notice, the CITY may require the Agency to take corrective action so the Agency is in compliance with federal, state, or local laws, regulations, or rules related to the SLFRF funding for the Program. Corrective action may be required for but is not limited to instances in which the Agency: (a) fails to file a report, (b) fails to meet performance standards, (c) fails to meet milestones or timelines, or (d) misuses funds. The CITY may require corrective action of the Agency, including but not be limited to: (a) a written warning, (b) additional technical assistance, (c) additional monitoring, (d) Program suspension, and (e) reduction/repayment of funding.

2. Termination. Either party may terminate this Agreement by giving to the other party written notification prior to termination. Upon termination, the parties hereto agree that all reports and supporting documentation required for services rendered pursuant to this Agreement shall be provided to the CITY forthwith. Any funds advanced to the Agency for services not yet rendered shall be returned to the CITY immediately.

F. MODIFICATIONS AND AMENDMENTS

The Agency may submit a written request to the CITY asking for (i) an extension to the term of this Agreement; and/or (ii) a budget reallocation not to exceed twenty-five (25) percent of the SLFRF funding. The request should include an explanation for why an extension and/or Program budget reallocation is needed and be provided to the CITY at least sixty (60) days prior to the expiration date of this Agreement. The request must include all required documentation to justify the need for an extension and/or reallocation. The CITY will approve or deny the request in writing. The Agency may not expend the SLFRF funding under a reallocated Program budget until such time they have received written approval from the CITY. Any additional funds or other modifications may be added to this Agreement by written Amendment setting forth the modifications/ amendments signed by the parties and approved by the CITY, if applicable.

IN WITNESS WHEREOF, the parties hereto agreement to terms of this Agreement as of the date and year first written below.

FOR THE CITY

Signature

Print Name

Title

Date

FOR THE AGENCY

Signature

Print Name

Title

Date

Obligating SLFRF Funds Through an Interagency Agreement

State, local, territorial and Tribal governments across the country are using State and Local Fiscal Recovery Funds (SLFRF) to mitigate the fiscal impacts of the pandemic and serve the needs of their communities.

Treasury has clarified that a recipient may enter into an **interagency agreement**, including a memorandum of understanding, between departments and agencies within a recipient's government and treat those funds as obligated for purposes of SLFRF if the interagency agreement meets certain conditions, as discussed below and pursuant to FAQ 17.6.

SLFRF recipients must **obligate all funds by the end of 2024**, and must **expend all funds by the end of 2026**.¹ Treasury published the additional guidance in Section 17 of the SLFRF FAQs to clarify how recipients can complete obligated projects in 2025 and 2026, using contracts or subawards or interagency agreements.

Recipients may wish to use funds for a variety of projects undertaken themselves:

- To carry out educational programs, such as payroll for teachers for a summer program to address learning loss related to the pandemic;
- To administer a workforce training program;
- To finance capital projects through a housing agency;
- To provide public safety services.

The interagency agreement must be in effect by December 31, 2024, and must meet these conditions:

ONE requirement from Column A:

- Imposes conditions on the use of funds by recipient agency, department, or part of government receiving funds to carry out the program
- Governs provision of funds from one agency, department, or part of government to another to carry out an eligible use of SLFRF funds
- Governs the procurement of goods or services by one agency, department, or part of government from another



ALL requirements from Column B:

- Sets forth specific requirements (e.g., scope of work and project deliverables)
- Is signed by the parties or otherwise evidences assent of parties
- Does not disclaim binding effect or state that it does not create rights or obligations

The interagency agreement must be reported to Treasury as described in the [Compliance and Reporting Guidance](#). A recipient can modify an existing interagency agreement before December 31, 2024 to ensure it meets the requirements described above and in FAQ 17.6. The agreement may also be between units of a Tribal government, as described in FAQ 17.23.

You can learn more about obligating SLFRF Funds through an interagency agreement by visiting our webpage, Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf> and see FAQs 17.6 and 17.23, or scan this QR code:



¹ For projects under the Surface Transportation and Title I eligible use categories, recipients must expend funds by September 30, 2026.



CITY COUNCIL AGENDA – DECEMBER 17, 2024

SUBJECT: Porterville Girls Fastpitch Hayes Field Agreement Renewal

SOURCE: Parks and Leisure Services

COMMENT: Porterville Girls Fastpitch (PGF) has had a facility use agreement for Hayes Field with the City of Porterville since 2018. PGF is a youth softball league serving girls ages 4-18. The league is played at Hayes Field and PGF has been the only league playing, or requesting to play at the facility since the inception of the agreement. The current agreement expires in January 2025, and may be extended an additional three (3) years upon the same terms and conditions, at the option of PGF, provided that PGF provides Notice of Intent to extend the agreement at least thirty (30) days prior to expiration of the initial period. PGF did provide the Notice of Intent and requested the agreement be extended.

The agreement states that PGF shall have exclusive use of the facility from February-May, and exclusive use of designated fields from August-October. PGF shall submit annual paperwork and payment to the City in accordance with the Athletic Field Use Policy prior to the start of the season. PGF shall be responsible for maintaining the fields and surrounding areas during their scheduled playing period. PGF must procure and maintain insurance to City standards for the duration of the agreement. Also, PGF shall maintain a City of Porterville non-profit business license during the term of the agreement.

The field usage fee PGF would pay to utilize Hayes Field is \$15 per day per field. This fee has remained the same since 2009. Light usage would continue to be paid monthly at the current rate of \$10.00 per hour per field. The light fee has been in place since 2016. Porterville Little League has a similar agreement with the City for usage of the Burton Ballfields with the same fee schedule. The Parks and Leisure Services Commission voted unanimously at its meeting on December 5, 2024, to recommend that PGF be granted its agreement renewal request. City staff also recommends the agreement renewal between the City and PGF.

RECOMMENDATION: That the City Council:
1. Authorize the renewal of the Facility Use Agreement

between the City of Porterville and Porterville Girls
Fastpitch; and
2. Authorize the Mayor to execute said agreement.

ATTACHMENTS: 1. Locator Map Hayes Field
 2. PGF Hayes Field Agreement

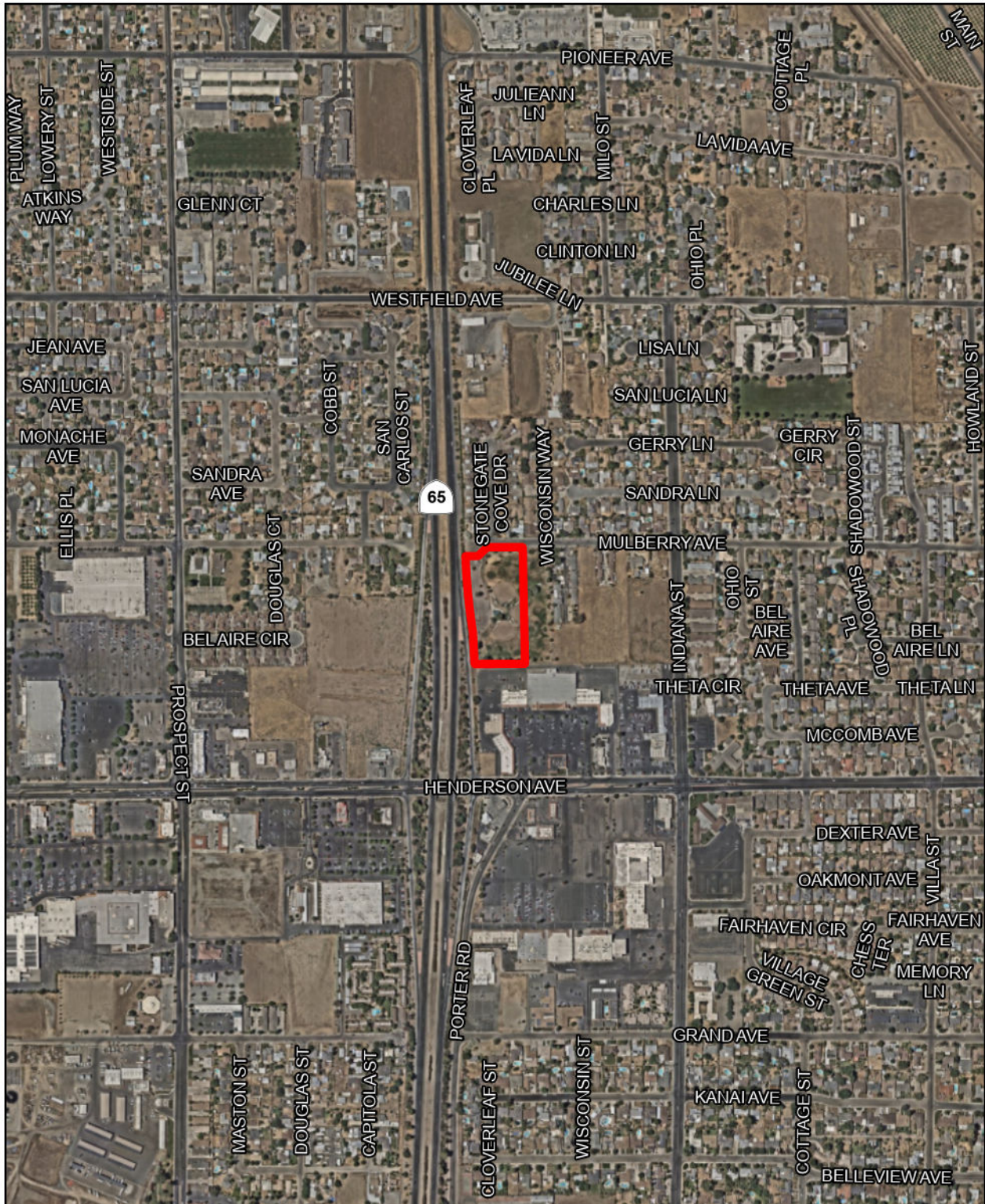
Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager

Locator Map Hayes Field



Hayes Field
945 W Mulberry Ave

 Project Location

1 in = 800 feet



Date Printed: 12/4/2024 by the Community Development Department

HAYES FIELD FACILITY USE AND MAINTENANCE AGREEMENT BETWEEN CITY OF PORTERVILLE AND PORTERVILLE GIRLS FASTPITCH

Recognizing the value to the community of sharing facilities, the following agreement has been adopted by the City of Porterville Parks and Leisure Services Department (“**CITY**”) and Porterville Girls Fastpitch (“**PGF**”). The agreement establishes policies regarding the use of Hayes Field, 945 W. Mulberry.

1. Term of this license shall be five-years commencing January 1, 2025, and ending December 31, 2029. The License Agreement may be extended for an additional five years upon the same terms and conditions, at the option of **PGF**, provided that **PGF** provides Notice of Intent to extend the Agreement at least thirty days prior to expiration of the initial period, and **CITY** has determined that **PGF** is in full compliance with the terms of the Agreement.
2. **PGF** shall submit annual paperwork and payment to **CITY** in accordance with the Athletic Field Use Policy prior to the start of their season.
3. **PGF** shall have exclusive use of the facility February-May, and may reserve the fields as needed the remaining months each year.
4. **CITY** agrees to be responsible for repairs and damages to the fields during any **CITY** sponsored or approved event.
5. **PGF** agrees to be responsible for repairs and damages to the field during and **PGF** sponsored or approved event.
6. **PGF** agrees that the **CITY** shall be scheduling agent for the field and that **CITY** shall schedule the dates and times of use except for use by **PGF**.
7. **CITY** agrees to continue its routine maintenance of the facility at its current schedule, and be responsible for all costs associated with the maintenance and repair of lighting.
8. **PGF** shall be responsible for maintaining the fields and surrounding areas during their scheduled playing period. Maintenance and responsibilities shall include:
 - a. Irrigating the infield and outfield as needed. All irrigation must be done in compliance with **CITY** watering regulations.
 - b. Maintaining bleacher areas in good order and free of litter. Cleaning the bleacher areas and dugouts after each game.
 - c. Repairing damage to designated area.
 - d. Chalking/marketing the fields.
 - e. Maintaining any storage facilities.
 - f. At no time shall vehicles including, but not limited to, maintenance vehicles, be permitted on turf areas without permission of the **CITY**, except in the performance of necessary maintenance duties.

9. **PGF** staff shall be responsible for providing all related supplies and equipment such as additional bleachers, scoreboards, PA system, and other miscellaneous items that may be required for maintenance and/or games.
10. After the completion of each use, **PGF** staff shall be responsible for clean-up of all debris in a timely manner and locking all gates, restrooms and storage areas when necessary.
11. **PGF** shall contact and receive consent from the **CITY** before installing improvements relative to the program such as signs, field improvements, electrical improvements, etc.
12. All concerns or request for routine, additional or special maintenance needs are to be directed to the Parks Superintendent at 782-7515.
13. If **PGF** should make substantial improvements to the facility, upon termination of this Agreement, **CITY** shall determine disposition of these improvements. If **CITY** determines that some or all of the improvements are to be removed, **PGF** at its own expense shall remove them in a timely manner and return the facility to its original condition. Otherwise, all improvements shall remain **CITY** property.
14. All games and practices must be scheduled during normal park hours (7:00 a.m. to 10:00 p.m.)
15. **PGF** shall promptly and completely observe, comply with, and conform to all present and future applicable Federal, State and Local laws, requirements, and standards in the operation and use of the License and the premises, and its programs on these premises. This includes, but is not limited to, Federal and State discrimination and disability laws and regulations. **PGF** shall, at its own cost and expense, make any and all improvements thereon or alteration thereto, structurally or otherwise, that may be required at any time hereafter by any such present or future law, rule, requirement, order, direction, ordinance or regulations. Failure to comply with this section is grounds for immediate termination of this License by **CITY**, and any notice requirements required pursuant to this Agreement shall not apply.
16. **PGF** must procure and maintain insurance and filed with **CITY** for the duration of the License for which Hayes Field has been reserved against claims for injuries to persons or damages to property which may arise from or in connection with **PGF** operation and use of Hayes Field. The cost of such insurance shall be borne by **PGF**. **PGF** shall secure and maintain, at **PGF**'s expense, liability insurance including with a two million dollar (\$2,000,000) combined single limit for property damage and injury, including death, to one or more persons, and deposit with the **CITY** an original certificate of said insurance, naming the **CITY**, its officers, agents and employees as an additional insured on **PGF**'s policy.
17. Indemnification. To the fullest extent permitted by law, **PGF** (and its officers, employees, contractors, agents or volunteers) shall indemnify, defend and hold harmless, the **CITY**, its officers, agents, employees, and volunteers ("City

Indemnitees”), from and against all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels’ fees and costs of litigation (“claims”), arising out of or in any way connected with **PGF’s** use, operations, or activities on or at Hayes Field, or **PGF’s** performance of this Agreement, including **CITY’s** active or passive negligence EXCEPT for such loss or damage arising from the sole negligence or willful misconduct of the **CITY**. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from **PGF’s** performance of this Agreement, **PGF** shall provide a defense to the City Indemnitees, or at the **CITY’s** option, reimburse City Indemnitees their costs of defense, including reasonable legal counsels’ fees, incurred in defense of such claims.

18. **PGF** shall maintain Workers’ Compensation Insurance for all its employees and volunteers who are in any way connected with the performance of **PGF’s** activities to the extent required and as provided by law.
19. **PGF** shall maintain a City of Porterville Non-profit Business License during the term of this Agreement.
20. In the event the **PGF** shall fail, neglect or refuse to abide by and perform the terms, conditions, covenants, and agreements hereof, the **CITY** may, at its option, terminate and cancel this Agreement and in the event of a termination of this Agreement, the **PGF** shall surrender up and deliver to the **CITY** complete possession of the premises where said Agreement is being operated within 30 days after receiving notice to vacate. The **CITY** may also terminate the Agreement with written notice if **PGF** fails to use the facility as intended for a period of three consecutive months or more. The apparent commission of a crime by **PGF** or any of **PGF’s** employees, contractors, agents, or volunteers during the term of this Agreement is grounds for immediate termination of this Agreement by the **CITY**.
21. **PGF** shall not assign, transfer or convey this Agreement or any of the rights or benefits hereunder to any person, firm or corporation without first securing the written consent of the **CITY**, and said consent can be withheld for any reason.
22. The **CITY**, by its authorized agents and servants, reserves the right of entry upon the premises where said Agreement is being operated for purposes of inspection.
23. Nothing herein shall be construed as making the **CITY** and the **PGF** partners and/or the parties engaging in joint ventures.
24. **PGF** shall maintain compliance with all Federal, State and local laws, rules and regulations.
25. During the entire term of this Agreement, **PGF** shall not suffer, allow, or permit any income, profit, or emolument gross and net from any of its activities arising from, connected with, or in any manner associated with the use and

employment by **PGF** of this Agreement to inure, to be paid to, or delivered to the benefit of any members, private shareholder, or individual; income, profit, gross and net, or other rights or benefits which shall arise from the use and employment of this Agreement shall be used solely, positively and exclusively to meet the necessary expenses or upkeep and operation of the activities of the **PGF** as such, and not any members, shareholders, or individual.

26. Attorney Fees. If any litigation is commenced between the parties to the Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for its attorney's fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.
27. Each party has participated fully in the review and revision of this agreement. Any rules of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
28. The parties agree that this Agreement is entered into and is to be performed in Tulare County, California and to the fullest extent permitted by law waive the removal provisions of California Code of Civil Procedure Section 394.

PORTERVILLE GIRLS FASTPITCH

Authorized Representative

CITY OF PORTERVILLE

Mayor

ATTEST:

APPROVED AS TO FORM

City Clerk

City Attorney



CITY COUNCIL AGENDA – DECEMBER 17, 2024

SUBJECT: Request for Approval to Apply for Bureau of Justice Assistance FY2024 Edward Byrne Memorial Justice Assistance Grant and Purchase of Four Surveillance Pole Cameras

SOURCE: Police

COMMENT: The Porterville Police Department has received notification that it is eligible to apply to the Bureau of Justice Assistance for a grant award of \$18,994. The Department requests approval to file the grant application for funds from the Edward Byrne Memorial Justice Assistance Grants Program (JAG), established within the Bureau of Justice Assistance (BJA).

The purpose of the JAG Program is to provide local jurisdictions with opportunities to reduce crime and improve public safety through the use of the grant funds for a variety of activities, from increasing personnel and equipment resources for law enforcement to developing and supporting programs to enhance effective criminal justice processes.

Staff proposes to utilize the BJA grant funds to purchase four (4) surveillance pole cameras. Pole cameras allow officers to have surveillance in high-crime or problem areas without the expended cost of personnel. The department had a surveillance pole camera that is now inoperable due to outdated technology. If approved, these cameras would be available for officers and utilized to assist with solving crime in defined problem areas and provide safety for the citizens of Porterville.

Staff was only able to locate two companies that offered this equipment. Staff obtained quotes for these cameras as follows:

Crime Point, Inc: \$50,650.63
Valorence: \$70,625.76

Staff is requesting authorization to purchase four (4) surveillance pole cameras from Crime Point, Inc. for the amount of \$50,650.63. The purchase will be funded by the JAG Byrne grant funds; the department's asset forfeiture account and the police department operating budget.

RECOMMENDATION: That the City Council:
1. Approve the draft Resolution authorizing the filing of the FY2024 Edward Byrne Jag Grant application;

2. Authorize the Mayor and City Staff to sign all necessary grant documents;
3. Authorize a budget adjustment upon receipt of the funds; and
4. Authorize the purchase of (4) surveillance pole cameras from Crime Point, Inc for \$50,650.63.

ATTACHMENTS:

1. Draft Resolution
2. Certifications and Assurances (2024)
3. Crime Point, Inc. Multi-purpose HermitCam Systems
4. Valorence Quote

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. ____-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
GRANTING PERMISSION TO APPLY FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDS;
AUTHORIZING ACCEPTANCE OF THOSE FUNDS WHEN RECEIVED; AND
APPROVING A BUDGET ADJUSTMENT TO THE POLICE DEPARTMENT BUDGET**

BE IT HEREBY RESOLVED by the City Council of the City of Porterville as follows:

1. That the Porterville Police Department apply for FY2024 Edward Byrne Memorial Justice Assistance Grant (JAG) funds; and
2. That the City of Porterville accept the FY2024 Edward Byrne Memorial Justice Assistance Grant (JAG) funds when received; and
3. That the Police Department proposed budget appropriation for Fiscal Year 2024/2025 be increased by \$18,994 from JAG funds received to allow for the expenditure of those Grant Funds to purchase surveillance pole cameras.

PASSED, APPROVED, and ADOPTED this 17th day of December 2024.

Greg Meister, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Memorial Justice Assistance Grant Program FY 2024 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2024 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.
7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2024 JAG funding on behalf of the unit of local government.

Signature of Chief Executive of the Applicant Unit of
Local Government

Mayor

Printed Name of Chief Executive

City of Porterville

Name of Applicant Unit of Local Government

Date of Certification

Title of Chief Executive



www.crimepoint.net

Crime Point, Inc.

4682 Calle Bolero Suite A
Camarillo, California 93012
United States
Phone: (888) 484-9901
Fax: (805) 388-3374
ar@crimepoint.net

Estimate

Date: Dec 6, 2024
Valid Until: Feb 4, 2025
Estimate Number : 24744

BILL TO:

Porterville PD (CA)
350 N "D" St
Porterville, CA

SHIP TO:

Porterville PD (CA)
C/O: Bruce Sokoloff

Agency Name:**Porterville PD (CA)**
Contact Name:**Bruce Sokoloff**

Terms:**Net 30**

No.	Part Number	Product Details	Quantity	List Price	Total
1	MD-HC-LL-R4	Modular Low Light with 4TB NVR Modular surveillance system with HermitCam® HD Low Light PTZ camera and integrated base, including 4TB hard drive, recording software, QuickGlance interface, and cellular modem. Includes choice of concealment.	4	\$ 11,499.00	\$ 45,996.00
2	MD-DB-S-IN	Modular Included Disguise - Disconnect Box with magnetic labels Disconnect Box with (1) set magnetic numbers, (1) magnetic electrical enclosure disguise labels included in price	4	\$ 0.00	\$ 0.00
3	MD-CPD	Modular Disguise - Commercial Product without battery Drywall joint compound disguise box with ventilated modular base.	1	\$ 350.00	\$ 350.00
4	MD-VMP	Vehicle Interior Mounting Platform Adjustable vehicle mounting platform for Crime Point HermitCam® HD Cameras and Modular Systems.	1	\$ 650.00	\$ 650.00

Shipping

\$400 \$400

Discount

Complimentary mobile disguise and mounting plate.

Sub Total	\$ 47,396.00
Discount	\$1000
Tax	\$ 4,254.63
Adjustment	\$ 0.00
Grand Total	\$ 50,650.63

Terms and Conditions

Agency supplied data plan required for internet connectivity.
Prices quoted effective for 60 days.

VALØRENCE

EQUIPMENT QUOTE

PREPARED FOR:

Porterville Police Department - California



Lieutenant Bruce Sokoloff

Items this packet contains:

- Mission Statement
- Procurement Options
- Quote or Quotes
- Other Available Products
- Product Details Pages
- **Sole Source Letter**
- **W9**



Mission Statement:

We produce and provide quality, reliable, and innovative technology that saves lives, promotes safety, and protects property, or facilitates mission-critical objectives for the end-users .

What our product can do for your organization:

Valorence, LLC works with Law Enforcement agencies around the United States and Canada. We provide Law Enforcement Agencies like Porterville Police Department - California with innovative solutions that keep your communities safe, promote officer safety, and save time and money.

Procurement Powerhouse:

With over a decade worth of procurement experience, we know how to get it done. We are well versed in a wide variety of procurement vehicles:

- Federal / State / Local Requirements
- Federal GSA Contract Holder
- State Contracts
- Grants
- Local Third-Party Procurements
- Sole Source Justifications
- Request For Quote Proposals

About Us:

Valorence, LLC has been in business since 2010 and has provided surveillance solutions to law enforcement in some of the coldest, hottest and most humid areas in North America. Our team has several decades worth of law enforcement experience and surveillance implementation. We understand our clients and the important roll that quality reliable surveillance equipment plays in keeping you and your team safe. We designed each of our systems with simplicity and reliability in mind. Our innovative technology provides us the unique ability to provide the highest uptime in the industry. Each system we sale comes with one year of 24/7 Mission Critical Support so you have a peace of mind knowing that you can always get the help you need, when you need it.

QUOTE

4 - Dual Purpose Modular (DPM) Pole Cameras - High Performance

4 - 5G Enabled Routers

4 - 1TB Onboard Storage Upgrades

4 - Integrated IR Flood Light

Note: All Advanced Covert Law Enforcement Surveillance Systems come with a full one year manufacturer's warranty on all parts and labor. 1 year extension(s) of the Mission Critical Warranty and Support is an extension beyond that first year, and can be renewed up to 5 years.

Quote No.:	QUOTE-PD 1462 ^A	Prepared for:	Porterville Police Department -
Exp. Date:	2025-06-04		California
	or 6 Months from Issuance		Porterville California 93257
	Date, whichever is sooner.		

Name	Price	QTY	Subtotal
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(CLE) Advanced Dual Purpose Modular (DPM) Pole Cam (High Performance) (GSA Items - DPMHPUPGGSA and DPMBGSA) Overview: Remotely Operated & Managed Surveillance System with Rapid Deployment Pole or vehicle mount surveillance solution. The ability to deploy this system covertly or in a high-visibility manner is one of the key features. CAMERA: Axis Q61 series PTZ camera 30X Optical Zoom or Better. Tilt Range 180 Lightfinder 2.0 Min Illumination Light sensitivity (B/W) 0.02 Min illumination / light sensitivity (Color) 0.01 Electronic Image Stabilization Autotracking 2 Operating temperature -30 to 50 Electronic Image Stabilization Auto-Tracking 256 GB ON-BOARD STORAGE Upgradeable to 512gb or 1TB High-Performance Router with multiple Failsafes ENCLOSURE: Remotely Operated and Managed Covert Pole Camera system Custom Three (3) Window Enclosure designed by us (CLE) Enclosure & System that appears as standard power pole mounted electrical enclosure. The DPM has versatile deployment options such as on a power pole, streetlight, rooftop, residential or business window, vehicle with an optional vehicle mount and battery pack The heavy-duty aluminum enclosure has a utility-grade design that is built for harsh outdoor elements and environments. The DPM can be deployed in extreme environments (Deserts, High Altitudes, Oceanside Locations) and temperatures ranging from -25f to 115f. The DPM has a durable powder-coated gray exterior (Other colors by request) with a quick deploy bracket mount. The DPM has acrylic tinted windows with perforated vinyl decals and a high-gain external 4g LTE antenna. ROUTER: 4G LTE Router/Modem FirstNet Available Public Safety Network Certified. Networks Available: AT&T, Verizon, Sprint, Telstra, T-Mobile, U.S. Cellular, Bell, Rogers, TELUS, Vodafone, EE, Optus Wi-Fi 802.11 a/b/g/n/ac CLE SMART CONTROL SYSTEM: Web interface to monitor system, including temperature and power Scheduled Daily System Restart Ability to schedule system standby to save battery Email/SMS Text notifications for alarms Key Fob Remote restart Failover Restart system from web interface	\$12,499.00	4	\$49,996.00
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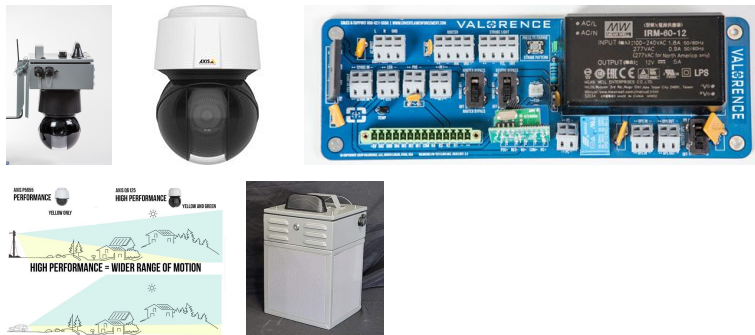
Temperature controlled fan and overheat protection | Low battery email notification high-temperature notifications and protective system shutdown

POWER: Input AC: 90-260 V-AC, 50 watts, 50-60Hz Input DC: 12 V-DC (5A Fused) (Powered from Battery Pack, Vehicle, or Solar)
Standard Protections: Reverse Polarity / short circuit/overload / over voltage / over temperature
GENERAL INFO: Operating Temperature: -30F to 140F (-35C to 60C) Storage Conditions: -40 C to 70 C (-40 F to 158 F)

ITEMS INCLUDED WITH PURCHASE: Quick Mount Power Pole Bracket and Pin (Lag bolts not included) Stripped 14 AWG Power Cable for Lineman to connect to Power Line 20-foot 16 AWG AC Power Extension Cord Perforated Window Decals

Components outlined that go end of life may be replaced with an equal or better component. Power tap available upon request only

*** This LINE ITEM INCLUDES OPTIONAL UPGRADE to HIGH PERFORMANCE from DPM Base system



(CLE) Peplink BR1 Pro 5G Enabled Router • Cellular - 1 • Ethernet WAN 1(2.5G)+ • Ethernet LAN 2(GE)+ • Router Throughput 1Gbps • SpeedFusion VPN Throughput (No Encryption) 400Mbps • SpeedFusion CPN Throughput (256-bit-AES) 100Mbps • Wi-Fi AP • Wi-Fi WAN • GPIO • Recommended Users 1 - 150 • Number of SpeedFusion VPN Peers 2/5^ • Maximum Number of AP Supported 30 • LTE Category options 1x 5G • Band 71 • Wi-Fi Radio - Dual (2.4GHz + 5GHz) 2x2 Wi-Fi 6 • Transmit Power (2.4GHz, single chain) - 24dBm • Transmit Power (5GHz, single chain) - 26dBm • Multiple SSIDs • Captive Portal • GPS • Ignition Sensing • Drop-In-Mode • High Availability • IP Passthrough • Pepwave AP Series Management • Remote AP & Multiple Config Profiles Management • Wan as Lan • Web Blocking • Web Filtering Blacklist • InControl Cloud Management 	\$1,500.00	4	\$6,000.00
(CLE) Advanced Camera System 1TB Storage Upgrade (GSA Eligible Item - SD1TUPGGSA) This is an upgrade of Storage for the Advanced Surveillance Systems with 1TB total internal storage.	\$500.00	4	\$2,000.00

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(CLE) External Integrated IR Lighting System (GSA Eligible Item EIRGSA) External Integrated IR Lighting System designed to work with our covert camera systems in order to provide a reliable covert IR lighting option. The IR Illuminator can be attached directly to the external DPM Pole Camera enclosure, or used independently and attached to the power pole (or other objects) with the Pole Cam Mini, The Box, or the All-In-One. 	\$1,450.00	4	\$5,800.00
Large Freight 	\$850.00	1	\$850.00
\$64,646.00			

Tax (9.25%) **\$5,979.76**

Total \$70,625.76



Valorence, LLC (DBA: Covert Law Enforcement)
Mailing / Payment: 649 N 170 E, Smithfield, UT, 84335
Physical: 3002 North Main, North Logan, UT, 84341
GSA: 1756 North 8150 West, Mendon, UT 84325

888.621.5558 • www.valorence.com

• Est. 2010 • sales@valorence.com

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CO⁺VERT
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Also Available

Product	Basic Description	Price Range
	Dual Purpose Modular Surveillance System (DPM) Rapid deploy pole or vehicle mount surveillance solution. The ability to deploy this system covertly or in a high visibility manner is one of the key features.	\$8,550 ~ \$12,500
	Pole Cam Mini This surveillance system is designed to be deployed primarily in a covert manner on a telephone pole, on the side of a building, with 120 v AC, or from a vehicle with the lithium-ion power supply.	\$10,800 ~ 12,500
	360 Cam See all angles at the same time with this high visibility 360 degree surveillance system. This camera is Ideal for large gatherings, city parks, or street corners.	\$8,550
	All-In-One With a full power supply and vehicle mount kit the All-In-One has everything needed to deploy from a vehicle for two to three days.	\$18,850
	Micro Cam Four pinhole lens cameras can be permanently or semipermanent installed into an undercover vehicle, a hotel room, or a drop vehicle. Combine the Micro Cam with the lithium-ion battery and a thermal lens for extra versatility.	\$8,550 ~ \$15,500
	The Box A completely self-sustained ground mount system that blends into any urban environment and doesn't require any supplemental power. The Box is quickly deployed without the use of any special training or equipment.	\$19,990
	Pole Mount Solar Power Harness the power of the sun for your covert and overt surveillance deployments. Get power to your system even when the power company can't.	\$5,950

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Product	Basic Description	Price Range
	Lithium-Ion Power Supply Advanced battery technology allows any of our advanced surveillance systems to run for multiple days. Daisy chain power supplies for even more longer stretchers, and know that with a 10 year expected life span, your investing in the future.	\$4,950
	Vehicle Mount Kit Extend the versatility of the Pole Cam Mini, and the DPM with the rapid deploy vehicle mount. By strategically placing the camera behind the vehicle window; target can be monitored from anywhere a vehicle goes.	\$400
	Surveillance Trailer Camera Mount and Power Supply Strategically deploy your cameras in a high visibility manner. Officer presence is key to managing community events and crime reduction efforts. This system integrates solar panels, batteries, and telescoping mast that send the message of safety and security.	\$35,100 ~ \$53,950
	Mission Critical Warranty & Support 24/7 Mission Critical Support Training Deployment Assistance Email Support Software / Firmware / Operating System Updates Trouble Shooting Repair And Triage Return (Priority 1) Parts and Labor	\$650 ~ \$3,000
	Recording Server Duplication of evidence and quick easy access is a very nice to have feature. Having physical hardware is preferred for some clients and reasons vary from ease of access to agency regulation.	\$4,750 ~ \$5,950+
	Cloud Storage For those agencies that want the benefits of having duplicated evidence and easy playback, but don't want the overhead of managing the hardware. There are multiple cloud based solutions with multiple options to meet the specific needs.	\$750 ~ \$1,000 Yearly

Client Testimonials



"Covert Law Enforcement has gone above and beyond time and time again! I have worked with a lot of companies and vendors and I can tell you now its not just me, its also our IT department that loves them just as much because Covert Law Enforcement always fix the issues we run into. When other vendors don't support their product or they simply referred us to our own IT department."

Detective John Pavia

Lynchburg Police Department - Virginia



"We requested a 360 degree camera solution that was reasonably priced but met all of our needs. Valorence worked with us very closely and designed a custom, compact and very well thought out camera system that exceeded our expectations. The quality and workmanship is second to none."

Detective Sergeant of Forensics Glenn Vandegrift

Bensalem Township Police Department - New Jersey



"We have been working with Covert Law Enforcement surveillance systems for years now, and know them to be extremely reliable and effective. We have found it a great tactical advantage to deploying the surveillance systems prior to our search warrant execution. The intel gathered by using the surveillance systems is invaluable for case prosecution and Officer safety."

Sgt. Brooks Davis

Cache Rich Drug Task Force - Utah



"I believe that as a Captain over the investigations division, it is imperative to provide my detectives with the tools they need to succeed and keep the community safe. We purchased our first system in 2010, and over the last several years we have purchased several more because each division has found a need to use them. They have been used on everything from metal thefts, and drug investigations, to a child predator, and homicide investigations. As an administrator, I also get an overview of the various investigations that are being conducted."

Captain Tyson Budge

Logan City Police Department - Utah



"The staff has been phenomenal to work with. Anytime I had a question, or issue, the response was immediate and on point. Thus far, this camera has been, by far, the best camera system we have ever utilized in our investigative actions. It is user friendly, and has more than met our expectations to date."

Deputy Shafter Baker

Noble County Sheriff's Office - Indiana

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Client Testimonials



"From the customer service to product deployment and training, Covert Law Enforcement has proven to be top notch in every way. The mini pole cam has assisted in countless investigations the past year and I anticipate on many more the next several years as well. The ease of maneuverability, simplicity in operation and extremely covert nature of the product make it a must have for any LE agency serious about making an impact in community safety. The covert pole cams assist us the most. We are looking to purchase additional ones in the future."

Sergeant Josh May

Chattanooga Police Department, Tennessee



"When the cameras are deployed in area's of interest we are successful in capturing video of major crimes like shootings, robberies and homicides, just about every single time that they are deployed. That's how beneficial this technology can be to Law Enforcement and to the community we work for. There was one homicide of a young child that we arrested 13 people on, specifically because we had the cameras in use. We never would have gotten there without this technology."

Sergeant George Miller

US Marshal Violent Offender Task Force - Lake Charles, Louisiana



"We have worked with Valorence for years. As our community has grown we have had more need for the mobile surveillance that they provide us with. We have been able to use the surveillance cameras to solve a large variety of criminal investigations ranging from homicides and human trafficking on down to drugs and trespassing."

Investigator Brandon Hazelwood

Frederick County Sheriffs Office - Virginia



Cover Law Enforcement has provided a tremendous tool for us to utilize for investigations and most recently for surveillance during the Boston Marathon. While setting these cameras up for the Marathon, there was a technical issue that I had encountered and the support team quickly remedied the situation, immediately responded via email when it was fixed and also offered additional support via telephone to be sure everything was online. We are up and running more smoothly than ever."

Lieutenant Howard

Natick Police Department - Massachusetts

"Covert Law Enforcement has provided my agency with the tools we need to complete major investigations on multiple occasions. They have been extremely helpful with the rare issues that arrive when their devices are deployed in the field. I would recommend them to any agency looking to increase their effectiveness and efficiency when handling modern day crime."

Detective Bobinger

VALERANCE



Charleston Police Department - West Virginia



Quote Acceptance:

Quote #: QUOTE-PD 1462 Option:

Porterville Police Department - California
Porterville California 93257

At Valorence, LLC, we strive to ensure clarity and fairness in our payment processes while accommodating the unique nature of our built-to-order surveillance equipment. This policy outlines the payment terms and conditions as well as high-level terms and conditions to maintain a transparent and effective business relationship with our clients. Detailed terms and conditions can be found on our websites at www.valorence.com and www.covertlawenforcement.com.

- **Quotes:** Quotes are valid only through date listed and all documents provided by Valorence, LLC remain property of Valorence, LLC and shall not be used or disclosed to any third party without prior written consent. This document expires on: 2025-06-04
- **Placing an Order:** Our products are build-to-order. We require a signed copy of the quote with the associated new order information filled out before we can put the order into the build queue.
- **Order Shipment:** A valid purchase order or a minimum 50% payment is needed before dispatching your order. Exceptions can be made for special procurement processes with prior agreement.
- **Invoice Issuance:** Invoices are Net 30 and will be issued at the time of order placement. Due to the requirement for cellular service activation, which is not always immediate and is dependent upon the client, we invoice at the time of order, not delivery. Payment is expected Net 30 from the time of the order.
- **Payment Period:** Please note that not all equipment can be manufactured within the initial two weeks, and certain components may extend production lead times to several months. Some agencies adhere to a payment policy of net 30 days following delivery. We understand that this may conflict with the agency's procurement policies so we will refrain from applying late fees until 45 days post-delivery, however, we will issue the original invoice and send regular reminders starting from the order date, not the delivery date.
- **Remittance:** Please remit the check or money order to:

Valorence, LLC
649 N 170 E,
Smithfield UT
84335

ACH
Business Name: Valorence, LLC
Bank: Wells Fargo
Routing Number: 121000248
Account Number: 1405583053

- **Cellular Service Activation:**

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- Cellular activation and functionality of the cellular service are the sole responsibility of the agency unless otherwise stated. Valorence, LLC is not liable for cellular coverage, signal strength, data caps, usage, system overload, or network speed
 - Equipment can be used with limited features without cellular service. The inability of the client to acquire proper static IP cellular service is not a valid reason for return.
 - Failure to get proper cellular service does not negate the purchase order.
 - If the cellular service is not activated within two weeks of the order, Valorence reserves the right to ship the product without activation, or in part depending on the circumstances.
 - In cases where the product shipped without cellular service, the equipment may need to be returned to Valorence for cellular troubleshooting or programming. If this is the case, the client will bear all associated shipping fees and/or setup fees, as this is not covered under the warranty.
 - The inability of the client to acquire proper static IP cellular service is not considered to be a reason for the return of CLE products and can not be returned on this basis.
-
- **Late Payment Fees:** Late payment fees, amounting to 3% of the invoice total per month, will be assessed starting 45 days from the delivery date.
 - **Credit Card Fees:** All Credit Card Orders have a 3% credit card processing fee.
 - **Tax-Exemption:** Valorence, LLC assumes Federal, State, and Local government agencies are tax-exempt unless otherwise specified. Clients must identify tax requirements at the quote stage. Failure to do so means the client is responsible for paying any applicable taxes. Clients should provide their tax exemption certificate to Valorence, LLC. If a client is not tax-exempt, they must inform us promptly for the invoice to be adjusted with the relevant taxes
 - **Warranty:** Products manufactured by Valorence, LLC come with a one-year manufacturer warranty. Additional years may be purchased separately at the time of original purchase. An automated invoice will be sent just prior to the warranty expiring along with any other annual subscriptions on the invoice. It is the client's responsibility to make sure the warranty is up to date. Unauthorized or intentional tampering with settings or components will void the warranty. If the product is not under warranty and experiences a malfunction the client is responsible for all shipping, hardware, and hourly rates for labor, including time troubleshooting issues on the phone or via email. Warranty excludes neglect, abuse, theft, negligence, accidental damage or the dismantling of components.
 - **Product:** Valorence, LLC does not deploy, or install surveillance equipment. We provide a finished product that is shipped to the end user who is responsible for the deployment in their unique use cases.
 - **Packing:** Keep the original packaging for your equipment. For repairs, return the equipment in its original packaging. Valorence, LLC is not responsible for damage to items returned without this packaging, and clients will be charged for any such damages.
 - **GSA:** Unless specifically identified as a GSA Item they are not on the GSA Contract. GSA Pricing is inclusive of the IFF.



- **Follow-up:** The Client agrees to product satisfaction follow-up from Valorence, LLC or a third party if needed via phone or email.

Valorence, LLC is committed to providing quality, reliable, and innovative technology solutions. This payment policy is designed to ensure a smooth and fair transaction process for all our clients while allowing us to set proper budgetary expectations internally.

NEW PURCHASE and SETUP INFORMATION:

End User / Owner Agency if different from Purchasing Agency:

State: Quote: QUOTE-PD 1462

Sales Rep: Is this a GSA or State Contract Sale?

Total Price of Sale: Purchase Order Number If Available:

Shipping Address:

Critical Dates Associated with Sale (delivery/billing/etc...)

Accounts Payable Email Address:

Billing Address:

Quote issued to: Bruce Sokoloff Contact Email: bsokoloff@ci.porterville.ca.us

End User

Name: Title: Email:

Phone Number:

IF APPLICABLE:

Cell Service Provider:

Cell Service Point of Contact (who will be working to set up the Cell Service)?

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Special Instructions / Term Exceptions:

I have read the payment terms listed on this quote and understand the expectations. I know that the full list of Terms and conditions are listed on the websites www.valorence.com and www.CovertLawEnforcement.com and will reference those for further detail if needed.

Bruce Sokoloff
Lieutenant Porterville Police Department -
California
OR
Authorized Representative of the aforementioned
Organization.

AGREED TO AND ACCEPTED:



Valorence, LLC (DBA: Covert Law Enforcement)
Mailing / Payment: 649 N 170 E, Smithfield, UT,
84335
Physical: 3002 North Main, North Logan, UT,
84341
GSA: 1756 North 8150 West, Mendon, UT 84325

888.621.5558 • www.valorence.com
• Est. 2010 • sales@valorence.com

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CITY COUNCIL AGENDA – DECEMBER 17, 2024

SUBJECT: Retirement of Police K9

SOURCE: Police

COMMENT: In March 2019, the City of Porterville purchased K9 "Kaiser," a Belgian Malinois for use as a police service dog. K9 "Kaiser" is now 7-years-old and has been in service for over six years, which is typical of the standard work life expectancy for a police service dog.

K9 "Kaiser" has reached an age, coupled with some previous health concerns and his handler being promoted to a supervisory position, wherein service as a police service dog is not in the best interest of either the department or K9 "Kaiser." These factors increase his chances of being injured while on duty as well as his chances of being physically impacted due to our stringent training program. As K9 "Kaiser" continues to age, there is an increasing potential he will not be able to perform at a peak level when needed. Due to these factors, the fair market value of "Kaiser" is \$1.00.

When a police service dog retires, the two options available are to either euthanize the animal or enter into a contract to sell it to a person who has advanced training and experience in handling police service dogs and who is willing to assume all liability for the animal upon the sale. Sergeant Justin Ellestad is his handler and has a vast amount of experience in handling police service dogs and is willing to assume all liability for the animal. As such, he has requested to purchase K9 "Kaiser".

RECOMMENDATION: That the City Council:

1. Approve the sale of K9 "Kaiser" to Sergeant Justin Ellestad for the amount of \$1; and
2. Authorize the Mayor to execute the agreement and document the sale of K9 "Kaiser" to Sergeant Justin Ellestad.

ATTACHMENTS: 1. Purchase Agreement

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager

CITY OF PORTERVILLE

CANINE (K-9)

PURCHASE AGREEMENT

This Agreement between the City of Porterville ("City") and Sergeant Justin Ellestad ("Sergeant") is made with reference to the following findings:

- A. Sergeant is assigned to the Patrol Division which includes being a K-9 Handler.
- B. Sergeant was, in conjunction with his assignment as a K-9 Handler, given the care, custody and control of a police dog named "Kaiser" ("Dog"). Because of the extraordinary amount of time a handler spends with his canine partner, a strong mutual bond is developed between the handler and his canine. Furthermore, the Dog has been specially trained to assist officers in law enforcement tasks, and to respond to commands issued specifically by the Sergeant.
- C. The average working life expectancy for a police service dog is five years to eight years. "Kaiser" was purchased and has been in either training or working for this department for almost 7 years. Given the above factors, further service of the Dog to the City is of minimal monetary value.
- D. Due to the findings in Sections A through C, the City desires to sell the Dog to the Sergeant, pursuant to the terms set forth herein.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1. City hereby sells the Dog to the Sergeant for the sum of one dollar (\$1.00). The City is also providing the Sergeant with the Dog's kennel and carrier at no additional cost to Sergeant.
- 2. Sergeant agrees and hereby assumes ownership and full responsibility for the care, maintenance, securing, food, housing, medical needs and expenses, and any and all other expenses that result from or arise out of Sergeant's ownership of the Dog. City shall have no further responsibility or liability for the Dog or Dog's care. Sergeant understands that City has made no representations concerning the health or condition of the Dog and accepts the Dog "as is." Sergeant acknowledges that any dog's behavior is subject to change, including but limited to a change in personality, health, or character, and also including aggression, and therefore Sergeant hereby assumes all risk of any kind related to the actions or behavior of said Dog, including but not limited to acts of aggression. In acknowledgment of this, Sergeant hereby

releases City from any liability for behavioral actions of the Dog or the direct or indirect consequences thereof.

3. To the fullest extent permitted by law, Sergeant agrees to hold harmless, indemnify and defend the City, its officers, employees, agents and volunteers, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation, arising out of Sergeant's ownership or control of the Dog, or Dog or Sergeant's actions with Dog outside the course and scope of employment, and including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City.

4. Sergeant gives up and waives any right he may have on behalf of himself and his heirs, assigns, and successors for any loss, injury, damage, claim, or liability arising out of or in any way related to Sergeant's ownership and possession of the Dog.

5. This agreement constitutes the entire understanding of the parties and may only be amended by mutual written agreement executed by the parties.

Date: _____

SERGEANT

Justin Ellestad

CITY OF PORTERVILLE

Greg Meister, Mayor



CITY COUNCIL AGENDA – DECEMBER 17, 2024

SUBJECT: Amendment to the Pay Rate Schedule for Seasonal Employees, Part-Time Employees, and Full-Time Trainee Positions

SOURCE: Administrative Services

COMMENT: The California Department of Finance has made the determination to increase the California minimum wage from \$16.00 to \$16.50 per hour, effective January 1, 2025. This increase will immediately impact pay rates for the City's seasonal and part-time employees. In order to maintain consistency within the salary ranges, and to avoid compaction between part-time classifications, staff is recommending an increase for those classifications in both minimum and maximum salary rates.

This year, the minimum wage increase will also impact four full-time trainee positions within the City's Position Pay Plan. The four positions are currently vacant, but staff recommends that the range be increased at this time to remain compliant with minimum wage requirements. The four positions are as follows:

Clerical Assistant Trainee
Field Service Worker Trainee
Library Assistant Trainee
Wastewater Treatment Facility Operator Trainee

All four positions are currently at Range 145 (\$2787-\$3401) and will need to be increased by three percent (3%) to Range 148 (\$2871-\$3504) to remain compliant with the minimum wage regulations.

The proposed adjustments have been anticipated and accounted for during the Fiscal Year 2024-2025 budgetary process. To implement these changes, it is proposed that the City's Employee Pay and Benefit Plan, Seasonal and Part-Time Pay Rates, and Position Pay Plan, be amended by Resolution of the City Council. Attached for Council's reference is the Fiscal Year 2023-2024 Seasonal & Part-Time Pay Rate Schedule, the proposed Fiscal Year 2023-2024 Pay Rate Schedule, and the draft resolution.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution amending the City's Employee Pay and Benefit Plan, Seasonal and Part-Time rates, and Full-Time Trainee Pay Ranges;
2. Approve the proposed updated Position Pay Plan; and
3. Authorize the Mayor to execute these and other documents necessary to implement the provisions hereof.

ATTACHMENTS:

1. Draft Resolution
2. Proposed Fiscal Year 2024-2025 Seasonal and Part-Time Rates - Exhibit A
3. Proposed Fiscal Year 2024-2025 Position Pay Plan - Exhibit B
4. Minimum Wage Increase - Director of Finance Determination and Certification

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. ____ - 2024

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE APPROVING AN AMENDMENT
TO THE SEASONAL AND PART-TIME PAY RATES AND POSITION PAY PLAN**

WHEREAS, the City Council of the City of Porterville has established a Schedule of Wages for Seasonal and Part-time Employees; and

WHEREAS, it is proposed to amend the Fiscal Year 2024/25 Schedule for all Seasonal and Part-time positions in compliance with California's minimum wage, to maintain consistency within the salary and avoid compaction between classifications; and

WHEREAS, it is also proposed to amend the pay range for the following positions from Range 145 (\$2787-\$3401) to Range 148 (\$2871-\$3504) in compliance with California's minimum wage requirements:

Clerical Assistant Trainee

Field Service Worker Trainee

Library Assistant Trainee

Wastewater Treatment Facility Operator Trainee

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby approve the revised Schedule of Wages for Seasonal and Part-time Employees, attached hereto and incorporated herein by this reference as Exhibit "A", and the amendments to the full-time trainee positions, attached hereto and incorporated herein by this reference as Exhibit "B", effective January 1, 2025.

BE IT FURTHER RESOLVED, that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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

APPENDIX A

SEASONAL AND PART TIME PAY RATES

2024-2025 Fiscal Year

<u>Position</u>	<u>Rate</u>
Animal Shelter Technician.....	\$17.50 - \$19.25/hour
Encampment Maintenance Aide	\$17.00 - \$18.50/hour
Clerical Aide.....	\$16.50 – \$18.00/hour
Kennel Technician.....	\$16.50 – \$18.00/hour
Library Aide.....	\$16.50 – \$22.00/hour
Lifeguard.....	\$16.50 – \$18.50/hour
Lifeguard (Senior).....	\$18.50 – \$20.00/hour
Maintenance Aide	\$16.50 – \$18.00/hour
Pool Cashier.....	\$16.50 – \$18.00/hour
Pool Manager.....	\$21.50 – \$24.00/hour
Pool Manager Assistant.....	\$20.00 – \$21.50/hour
Recreation Leader I.....	\$16.50 – \$18.00/hour
Recreation Leader II.....	\$18.00 – \$20.50/hour
Recreation Leader III.....	\$20.50 – \$23.00/hour
**Recreation Instructor.....	Percentage of Flat Rate
Reserve Firefighter.....	\$16.50– \$18.50/hour
Sports Official/Umpire or Referee (Youth).....	\$16.50 – \$25.00/game
Sports Official/Umpire or Referee (Adult).....	\$18.00 – \$45.00/game
Student Intern.....	\$16.50 – \$18.00/hour
Zalud House Curator.....	\$16.50 – \$18.00/hour

**Pay to be determined by the number of students enrolled and fees charged for self-supporting classes and activities.

APPENDIX C

"EXHIBIT B"

City of Porterville Position Pay Plan

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Accountant I	1	207	5166	6305	1 P	1
Accountant II	2	221	5939	7249	1 E	1
Account Clerk I	0	151	2959	3610	3 40	2
Account Clerk II	6	161	3268	3988	3 40	2
Account Clerk III	0	165	3401	4150	2 A	1
Accounting Technician	1	175	3757	4584	2 A	1
Administrative Aide	3	189	4319	5270	1 A	1
Administrative Aide (Limited Term)	0	189	4319	5270	1 A	1
Administrative Aide-Housing	2	189	4319	5270	1 A	1
Administrative Analyst I	2	207	5166	6305	1 E	1
Administrative Analyst II	3	221	5939	7249	1 E	1
Administrative Assistant	6	163	3334	4068	2 A	1
Administrative Services Manager	1	248	7772	9483	1 E	-
Administrative Services Director	1	271	9770	12042	1 E	-
Adult Lit. Prog. Coord. (Lt. Term)	0	189	4319	5270	1 E	1
Airport Services Coordinator	0	192	4449	5430	1 E	1
Animal Control Officer	0	163	3334	4068	3 40	5
Animal Shelter Supervisor	1	208	5218	6368	1 E	1
Assistant City Engineer	1	247	7695	9389	1 P	1
Assistant City Manager	0	281	10792	13435	1 E	-
Assistant Construction Project Mgr.	1	215	5595	6828	1 E	1
Assistant Engineer	1	215	5595	6828	1 P	1
Assistant Engineer (Limited Term)	0	215	5595	6828	1 P	1
Assistant Field Services Manager	0	234	6760	8250	1 A	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Assistant Planner	1	207	5166	6305	1	P	1
Assistant Project Manager	1	215	5595	6828	1	E	1
Associate Engineer	2	226	6242	7619	1	P	1
Associate Planner	1	221	5939	7249	1	P	1
Building Inspector I	1	199	4770	5822	3	40	2
Building Inspector II	1	209	5270	6432	3	P	2
Building Permit Technician	1	189	4319	5270	1	A	1
Chemist I	1	213	5485	6693	1	P	1
Chemist II	0	221	5939	7249	1	P	1
Chief Building Inspector	1	226	6242	7619	1	E	1
Chief Building Official	1	236	6896	8416	1	E	1
Chief Deputy City Clerk	1	221	5939	7249	1	E	1
Chief Financial Officer	0	251	8007	9770	1	E	-
Chief of Parks & Leisure Svcs. Ops.	0	247	7695	9389	1	E	-
City Attorney (part time)		Flat					
City Engineer	1	253	9169	9966	1	E	1
City Librarian	1	226	6242	7619	1	E	1
City Manager	1	CONTRACT	16701	16701	1	E	-
City Planner	1	248	7772	9483	1	E	1
Clerical Assistant I	3	151	2959	3610	3	40	2
Clerical Assistant I (Limited Term)	1	151	2959	3610	3	40	2
Clerical Assistant II	6	156	3110	3794	3	40	2
Clerical Assistant III	3	161	3268	3988	3	A	2
Clerical Assistant Trainee	0	148	2871	3504	3	40	2
Code Enforcement Officer	3	173	3683	4494	3	40	5
Code Enforcement Officer II	1	193	4494	5485	3	40	5
Communications Dispatcher	15	171	3610	4405	3	40	5

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Communications Dispatcher (Lt. Term)	0	171	3610	4405	3	40	5
Communications Supervisor	1	195	4584	5595	3	40	5
Community Development Director	1	271	9770	12042	1	E	-
Community Development Manager	0	248	7772	9483	1	E	1
Community Services Officer I	7	173	3683	4494	3	40	5
Community Services Officer II	1	183	4068	4964	3	40	5
Construction/Project Manager	1	236	6896	8416	1	P	1
Crisis Intervention Specialist	1	193	4494	5485	3	40	5
Deputy City Clerk	0	207	5166	6305	1	A	1
Deputy City Manager	1	286	11345	14121	1	E	-
Deputy Public Works Director/ City Engineer	0	259	8671	10580	1	E	-
Deputy Public Works Director/ Field Services Manager	0	259	8671	10580	1	E	-
Development Assistant	1	207	5166	6305	1	P	1
Development Assistant: Housing	0	207	5166	6305	1	P	1
Development Associate	1	221	5939	7249	1	P	1
Economic Dev. & Housing Mgr.	1	248	7772	9483	1	E	1
Electrician/Instrument Technician	1	194	4538	5540	3	40	2
Encampment Maintenance Worker	1	173	3683	4494	3	40	2
Engineering & Building Technician	2	175	3757	4584	3	40	2
Engineering Inspector I	0	199	4770	5822	3	P	2
Engineering Inspector II	2	209	5270	6432	3	P	2
Engineering & Project Management Director	1	271	9770	12042	1	E	-
Engineering Specialist I	0	179	3909	4770	3	40	2
Engineering Specialist II	2	190	4361	5323	3	40	2
Engineering Specialist III	1	199	4770	5822	3	P	2

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Engineering Specialist III – (Lt. Term)	0	199	4770	5822	3	P	2
Executive Assistant to City Manager	1	168	3504	4276	2	A	1
Field Services Manager	1	248	7772	9483	1	E	1
Field Services Shop Superintendent	1	222	5998	7322	1	E	1
Field Services Shop Supervisor	0	199	4770	5822	1	E	1
Field Services-Superintendent- Streets	1	220	5881	7177	1	E	1
Field Services Superintendent	1	218	5765	7035	1	E	1
Field Services Supervisor	1	190	4361	5323	1	E	1
Field Services Supervisor- Streets	1	192	4449	5430	1	E	1
Field Services Supervisor – Water	1	201	4866	5939	1	E	1
Field Services Worker I	1	158	3172	3870	3	40	2
Field Services Worker I- Airport Maint.	0	158	3172	3870	3	40	2
Field Services Worker II	17	168	3504	4276	3	40	2
Field Services Worker II-Airport	2	168	3504	4276	3	40	2
Field Services Worker II- Streets	8	170	3575	4361	3	40	2
Field Services Worker III	2	178	3870	4723	3	40	2
Field Services Worker III- Airport	1	178	3870	4723	3	40	2
Field Services Worker III- Streets	1	180	3949	4818	3	40	2
Field Services Worker Trainee	0	148	2871	3504	3	40	2
Finance Director	1	271	9770	12042	1	E	-
Fire Inspector	1	173	3683	4494	3	40	5
G.I.S. Supervisor	1	221	5939	7249	1	P	1
G.I.S. Technician	0	175	3757	4584	3	40	2
Grants and Procurement Coordinator	1	212	5430	6627	1	A	1
Human Resources Aide	2	189	4319	5270	1	A	1
Human Resources Analyst I	0	207	5166	6305	1	A	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Human Resources Analyst II	0	221	5939	7249	1 E	1
Human Resources Assistant	0	163	3334	4068	2 A	1
Industrial Waste Inspector I	0	198	4723	5765	3 P	2
Industrial Waste Inspector II	0	209	5270	6432	1 P	1
Information Technology Manager	1	248	7772	9483	1 E	1
Information Technology Technician	0	175	3757	4584	3 40	2
Lab Attendant	0	167	3469	4233	3 40	2
Lab Superintendent	1	229	6432	7850	1 E	1
Lab Supervisor	0	229	6432	7850	1 E	1
Lab Technician I	0	182	4028	4915	3 40	2
Lab Technician II	1	192	4449	5430	3 40	2
Lab Technician III	0	202	4915	5998	3 P	2
Leisure Services Coordinator	2	174	3719	4538	3 40	2
Leisure Servs Coordinator (Lt. Term)	0	174	3719	4538	3 40	2
Leisure Services Superintendent	0	212	5430	6627	1 E	1
Leisure Services Supervisor	1	190	4361	5323	1 E	1
Library Assistant	7	161	3268	3988	3 40	2
Library Assistant (Limited Term)	0	161	3268	3988	3 40	2
Library Assistant Trainee	0	148	2871	3504	3 40	2
Library Supervisor I	1	179	3909	4770	1 E	1
Library Supervisor II	1	190	4361	5323	1 E	1
Live Release Coordinator	1	173	3683	4494	3 40	5
Mechanic I	0	174	3719	4538	3 40	2
Mechanic II	7	187	4233	5166	3 40	2
Mechanic Assistant	0	161	3268	3988	3 40	2
Meter Reader	4	166	3435	4191	3 40	2
Operations and ADA Coordinator	1	212	5430	6627	1 A	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Parks & Leisure Services Director	1	271	9770	12042	1 E	-
Parks and Leisure Services Specialist	1	218	5765	7035	1 P	1
Parks Maintenance Worker I	3	153	3018	3683	3 40	2
Parks Maintenance Worker II	13	168	3504	4276	3 40	2
Parks Maintenance Worker II (PD)	1	168	3504	4276	3 40	2
Parks Maintenance Worker III	3	178	3870	4723	3 40	2
Parks Superintendent	1	218	5765	7035	1 E	1
Parks Supervisor	1	190	4361	5323	1 E	1
Planning Technician	0	175	3757	4581	3 A	2
Police Crime Analyst	1	207	5166	6305	3 40	5
Police Officer Trainee	5	173	3683	4494	3 40	5
Police Services Supervisor	0	204	5014	6119	1 A	1
Principal Civil Engineer	1	236	6896	8416	1 P	1
Project Manager	1	226	6242	7619	1 E	1
Property & Evidence Technician	2	168	3504	4276	3 40	5
Public Education Officer	0	163	3334	4068	3 40	5
Public Safety IT Analyst I	1	208	5218	6368	3 40	5
Public Works Director	1	281	10792	13435	1 E	-
Purchasing Agent	0	210	5323	6496	1 E	1
Records Clerk	4	161	3268	3988	3 40	5
Records Coordinator	1	163	3334	4068	3 40	2
Senior Communications Dispatcher	1	176	3794	4630	3 40	5
Senior Records Clerk	1	166	3435	4191	3 40	5
Senior Planner	1	226	6242	7619	1 P	1
Storekeeper	0	166	3435	4191	3 40	2
Transportation Director	1	271	9770	12042	1 E	-
Transportation Manager	1	248	7772	9483	1 E	1

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>	<u>REPRESENTATION</u>
Utility Billing Supervisor	1	207	5166	6305	1 A	1
WWTF Operator Superintendent	1	226	6242	7619	1 E	1
WWTF Operator I	0	168	3504	4276	3 40	2
WWTF Operator II	6	177	3832	4676	3 40	2
WWTF Operator III	2	195	4584	5595	3 40	2
WWTF Operator Trainee	0	148	2871	3504	3 40	2
Water Systems Specialist	1	201	4866	5939	1 A	1
Water Utility Superintendent	1	226	6242	7619	1 E	1
Water Utility Worker I	1	168	3504	4276	3 40	2
Water Utility Worker II	14	177	3832	4676	3 40	2
Water Utility Worker III	3	195	4584	5595	3 40	2
Zalud House Curator	0	149	2900	3539	3 40	2

PUBLIC SAFETY POSITIONS

Fire Protection:

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Fire Chief	1	281	10792	13435	1	E	-
Fire Deputy Chief	1	270	9673	11923	4	E	-
Fire Battalion Chief	4	256	8416	10268	4	E	-
Fire Marshal (non-sworn)	1	236	6896	8416	1	E	-
Fire Captain	10	225	6181	7544	4	27	6
Fire Engineer	9	211	5376	6561	4	27	4
Firefighter	27	201	4866	5939	4	27	4
Administrative Staff (a)							

Police Protection:

<u>POSITION</u>	<u>NO. OF POSITIONS</u>	<u>RANGE</u>	<u>MONTHLY MINIMUM</u>	<u>MONTHLY MAXIMUM</u>	<u>OVERTIME CITY/FLSA</u>		<u>REPRESENTATION</u>
Chief of Police	1	281	10792	13435	1	E	-
Assistant Chief of Police	1	270	9673	11923	1	E	-
Police Captain	2	258	8586	10475	1	E	-
Police Lieutenant	6	246	7619	9296	1	E	-
Police Sergeant	12	230	6496	7928	4	E	3
Police Officer	62	208	5218	6368	4	28	3
Police Officer (Limited Term)	1	208	5218	6368	4	28	3

EMPLOYEE PAY & BENEFIT PLAN NOTES

DESIGNATION

OVERTIME CITY DESIGNATION

- | | |
|-----------------------------|-----------------------------------|
| 1. Management Employees | No Compensation for Overtime Work |
| 2. Confidential Employees | Shall be Paid for Overtime Work |
| 3. General Series Employees | Shall be Paid for Overtime Work |
| 4. Fire/Police Employees | Shall be Paid for Overtime Work |

FLSA DESIGNATION

E= Executive, exempt P= Professional, exempt

A= Administrative, exempt

40 =40 hr., 7 day work period, non-exempt

28 =171 hr., 28 day work period, "7K" exempt

27 =204 hr., 27 day work period, "7K" exempt

EMPLOYEE GROUP DESIGNATION (REPRESENTATION)

1. Management and Confidential Series
 2. Porterville City Employees' Association
 3. Porterville Peace Officers' Association
 4. Porterville City Firefighters' Association
 5. Public Safety Support Unit
 6. Fire Officer Series
- Unrepresented Management



Gavin Newsom ■ Governor

1021 O Street, Suite 3110 ■ Sacramento CA 95814 ■ www.dof.ca.gov

August 1, 2024

Honorable Gavin Newsom
Governor

Honorable Mike McGuire
Senate President pro Tempore

Honorable Brian W. Jones
Senate Republican Leader

Honorable Scott Weiner, Chair
Senate Budget and Fiscal Review
Committee

Honorable Anna Caballero, Chair
Senate Appropriations Committee

Honorable Robert Rivas
Speaker of the Assembly

Honorable James Gallagher
Assembly Republican Leader

Honorable Jesse Gabriel, Chair
Assembly Budget Committee

Honorable Buffy Wicks, Chair
Assembly Appropriations Committee

Minimum Wage Increase, Director of Finance Determination and Certification

Labor Code section 1182.12 requires the Director of Finance to annually make a determination and certify to the Governor and the Legislature whether an adjustment for inflation is applied to the minimum wage after the minimum wage reaches \$15.00 per hour. Pursuant to this section, the minimum wage of \$15.00 per hour was implemented on January 1, 2022 for employers who employ 26 or more employees and on January 1, 2023 for employers who employ 25 or fewer employees.

Labor Code section 1182.12(c)(3)(B) requires that when the rate of increase in inflation exceeds 7 percent in the first year in which the minimum wage for employers with 26 or more employees is \$15.00 per hour, the minimum wage for employers with 25 or fewer employees must be set to the same amount as for employers with 26 or more employees, effective the following January 1. Pursuant to this section, the minimum wage of \$15.50 per hour was implemented on January 1, 2023, for all employers.

Following the implementation of the minimum wage to \$15.00 per hour, Labor Code section 1182.12(c) requires that on or before August 1 of each year, the Director of Finance shall calculate the adjusted minimum wage to be the lesser of 3.5 percent or the rate of change, as specified, for the United States Bureau of Labor Statistics non-seasonally adjusted United States Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. CPI-W). Pursuant to this section, the minimum wage of \$16.00 per hour was implemented on January 1, 2024, for all employers.

This year, the Department of Finance calculates the average U.S. CPI-W for the 12-month period from July 1, 2023 to June 30, 2024 increased by 3.18 percent compared to the 12-month period from July 1, 2022 to June 30, 2023. As a result, pursuant to section 1182.12(c), Finance has determined that the minimum wage shall increase by 3.18 percent to \$16.50 per hour and shall be implemented for all employers on January 1, 2025.

Based on the calculations described above, I hereby certify that the minimum wage increase shall include an inflation adjustment of 3.18 percent for all employers effective January 1, 2025.

Please call Susan Wekanda, Principal Program Budget Analyst, at (916) 445-5332, if you have any questions.

/s/ Joe Stephenshaw

JOE STEPHENSHAW
Director

cc: Honorable Roger W. Niello, Vice-Chair, Senate Budget and Fiscal Review Committee
Honorable Heath Flora, Vice-Chair, Assembly Budget Committee
Gabriel Petek, Legislative Analyst (3)
Elisa Wynne, Staff Director, Senate Budget and Fiscal Review Committee
Kirk Feely, Fiscal Director, Senate Republican Fiscal Office
Christopher W. Woods, Senate President pro Tempore's Office (2)
Christian Griffith, Chief Consultant, Assembly Budget Committee
Joseph Shinstock, Fiscal Director, Assembly Republican Caucus,
Office of Policy and Budget
Paul Dress, Caucus Chief of Staff, Assembly Republican Leader's Office
Katja Townsend, Capitol Director, Assembly Republican Leader's Office
Jason Sisney, Assembly Speaker's Office (2)
Mark McKenzie, Staff Director, Senate Appropriations Committee
Jay Dickenson, Chief Consultant, Assembly Appropriations Committee



CITY COUNCIL AGENDA – DECEMBER 17, 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 December 3, 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 Bourdreaux 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

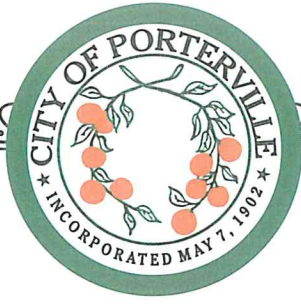
- Equipment
16. Royal Restrooms Invoice: Mobile Shower-Restroom Units
 17. Rain for Rent Pump Invoice
 18. Mike Clark Trucking Invoice
 19. TopKnotch Security, Inc. Agreement
 20. Good Guard Security, Inc. Agreement
 21. Municipal Code Chapter 9 - Civil Defense and Disaster
 22. California Government Code 8558
 23. Porterville Army National Guard 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:

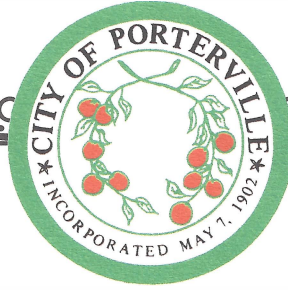
Fernando Gabriel-Moraga, Deputy City Clerk

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.

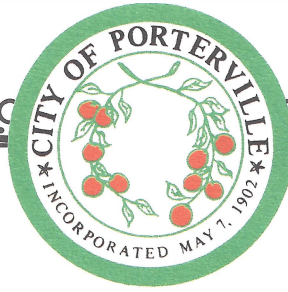
Jake Castellow
Chief of Police

Police Department

350 North "D" Street
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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.

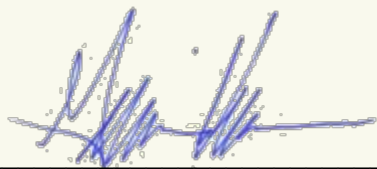
The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

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).

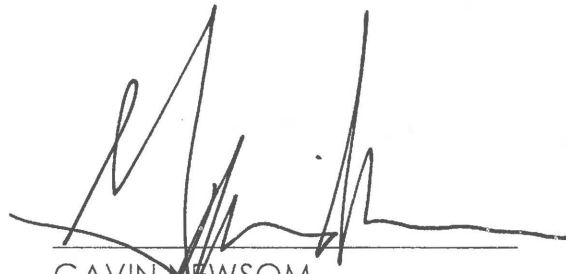
- f. The project proponent shall keep all repairs and construction to the minimum necessary to alleviate the emergency caused by the 2022- 2023 Winter Storm Events and limited to in-kind replacement or refurbishment of on-site features, although the project may undertake minor upgrading if bioremediation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

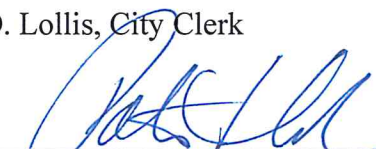
PASSED, APPROVED AND ADOPTED this 4th day of April, 2023.



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

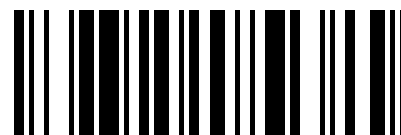
By: 
Fernando Gabriel-Moraga, Deputy City Clerk

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

INVOICE # 04-12-2023

BILL TO: Portable Restrooms

dmoore@ci.porterville.ca.us

(559) 782-7539

Livermore, Ca 94551

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
Thursday, May 2, 2024	26	0	9
Friday, May 3, 2024	29	0	9
Saturday, May 4, 2024	29	0	9
Sunday, May 5, 2024	34	0	9
Monday, May 6, 2024	30	0	9
Tuesday, May 7, 2024	30	0	9
Wednesday, May 8, 2024	30	0	9
Thursday, May 9, 2024	35	0	9
Friday, May 10, 2024	32	0	9

Saturday, May 11, 2024	30	0	9
Sunday, May 12, 2024	30	0	9
Monday, May 13, 2024	32	0	9
Tuesday, May 14, 2024	32	0	9
Wednesday, May 15, 2024	32	0	9
Thursday, May 16, 2024	33	0	9
Friday, May 17, 2024	36	0	9
Saturday, May 18, 2024	33	0	9
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Saturday, May 25, 2024	35	0	9
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Wednesday, May 29, 2024	32	0	7
Thursday, May 30, 2024	31	0	7
Friday, May 31, 2024	29	0	8
Saturday, June 1, 2024	30	0	9
Sunday, June 2, 2024	34	0	10
Monday, June 3, 2024	33	0	9
Tuesday, June 4, 2024	27	0	8
Wednesday, June 5, 2024	32	0	9
Thursday, June 6, 2024	31	0	9
Friday, June 7, 2024	30	0	8
Saturday, June 8, 2024	33	0	9

Sunday, June 9, 2024	36	0	9
Monday, June 10, 2024	35	0	9
Tuesday, June 11, 2024	34	0	8
Wednesday, June 12, 2024	25	0	8
Thursday, June 13, 2024	30	0	10
Friday, June 14, 2024	39	0	10
Saturday, June 15, 2024	34	0	8
Sunday, June 16, 2024	34	0	8
Monday, June 17, 2024	32	0	9
Tuesday, June 18, 2024	34	0	10
Wednesday, June 19, 2024	33	0	9
Thursday, June 20, 2024	33	0	11
Friday, June 21, 2024	30	0	9
Saturday, June 22, 2024	27	0	8
Sunday, June 23, 2024	33	0	10
Monday, June 24, 2024	16	0	7
Tuesday, June 25, 2024	20	0	7
Wednesday, June 26, 2024	30	0	9
Thursday, June 27, 2024	30	0	9
Friday, June 28, 2024	33	0	10
Saturday, June 29, 2024	34	0	10
Sunday, June 30, 2024	34	0	10
Monday, July 1, 2024	30	0	10
Tuesday, July 2, 2024	35	0	11
Wednesday, July 3, 2024	27	0	9
Thursday, July 4, 2024	27	0	9
Friday, July 5, 2024	30	0	9
Saturday, July 6, 2024	29	0	9
Sunday, July 7, 2024	32	0	10

Monday, July 8, 2024	36	0	11
Tuesday, July 9, 2024	34	0	10
Wednesday, July 10, 2024	35	0	9
Thursday, July 11, 2024	35	0	9
Friday, July 12, 2024	26	0	8
Saturday, July 13, 2024	31	0	9
Sunday, July 14, 2024	35	0	10
Monday, July 15, 2024	36	0	11
Tuesday, July 16, 2024	33	0	10
Wednesday, July 17, 2024	29	0	9
Thursday, July 18, 2024	19	0	7
Friday, July 19, 2024	20	0	7
Saturday, July 20, 2024	22	0	8
Sunday, July 21, 2024	22	0	8
Monday, July 22, 2024	24	0	8
Tuesday, July 23, 2024	26	0	8
Wednesday, July 24, 2024	23	0	7
Thursday, July 25, 2024	24	0	8
Friday, July 26, 2024	22	0	7
Saturday, July 27, 2024	22	0	7
Sunday, July 28, 2024	23	0	7
Monday, July 29, 2024	23	0	7
Tuesday, July 30, 2024	21	0	7
Wednesday, July 31, 2024	21	0	7
Thursday, August 1, 2024	20	0	7
Friday, August 2, 2024	22	0	7
Saturday, August 3, 2024	18	0	7
Sunday, August 4, 2024	21	0	7
Monday, August 5, 2024	20	0	7

Tuesday, August 6, 2024	22	0	5
Wednesday, August 7, 2024	25	0	6
Thursday, August 8, 2024	25	0	8
Friday, August 9, 2024	20	0	4
Saturday, August 10, 2024	16	0	4
Sunday, August 11, 2024	23	0	5
Monday, August 12, 2024	31	0	7
Tuesday, August 13, 2024	23	0	5
Wednesday, August 14, 2024	24	0	4
Thursday, August 15, 2024	20	0	3
Friday, August 16, 2024	18	0	3
Saturday, August 17, 2024	23	0	4
Sunday, August 18, 2024	23	0	3
Monday, August 19, 2024	21	0	4
Tuesday, August 20, 2024	24	0	3
Wednesday, August 21, 2024	23	0	3
Thursday, August 22, 2024	24	0	3
Friday, August 23, 2024	29	0	3
Saturday, August 24, 2024	18	0	2
Sunday, August 25, 2024	30	0	3
Monday, August 26, 2024	16	0	2
Tuesday, August 27, 2024	21	0	3
Wednesday, August 28, 2024	23	0	2
Thursday, August 29, 2024	24	0	3
Friday, August 30, 2024	23	0	3
Saturday, August 31, 2024	27	0	2
Sunday, September 1, 2024	27	0	3
Monday, September 2, 2024	27	0	2
Tuesday, September 3, 2024	21	0	3

Wednesday, September 4, 2024	22	0	3
Thursday, September 5, 2024	27	0	3
Friday, September 6, 2024	33	0	4
Saturday, September 7, 2024	37	0	4
Sunday, September 8, 2024	28	0	3
Monday, September 9, 2024	32	0	4
Tuesday, September 10, 2024	33	0	3
Wednesday, September 11, 2024	22	0	3
Thursday, September 12, 2024	27	0	3
Friday, September 13, 2024	37	0	4
Saturday, September 14, 2024	33	0	4
Sunday, September 15, 2024	38	0	4
Monday, September 16, 2024	33	0	4
Tuesday, September 17, 2024	34	0	4
Wednesday, September 18, 2024	30	0	3
Thursday, September 19, 2024	33	0	4
Friday, September 20, 2024	20	0	2
Saturday, September 21, 2024	21	0	2
Sunday, September 22, 2024	22	0	3
Monday, September 23, 2024	35	0	4
Tuesday, September 24, 2024	33	0	4
Wednesday, September 25, 2024	34	0	3
Thursday, September 26, 2024	30	0	3
Friday, September 27, 2024	27	0	3
Saturday, September 28, 2024	28	0	3
Sunday, September 29, 2024	29	0	3
Monday, September 30, 2024	33	0	3
Tuesday, October 1, 2024	31	0	3
Wednesday, October 2, 2024	40	0	4

Thursday, October 3, 2024	31	0	3
Friday, October 4, 2024	31	0	3
Saturday, October 5, 2024	30	0	3
Sunday, October 6, 2024	27	0	3
Monday, October 7, 2024	25	0	2
Tuesday, October 8, 2024	28	0	2
Wednesday, October 9, 2024	26	0	2
Thursday, October 10, 2024	30	0	2
Friday, October 11, 20024	30	0	2
Saturday, October 12, 2024	32	0	3
Sunday, October 13, 2024	27	0	2
Monday, October 14, 2024	27	0	2
Tuesday, October 15, 2024	20	3	2
Wednesday, October 16, 2024	29	0	2
Thursday, October 17, 2024	26	0	2
Friday, October 18, 20204	28	0	2
Saturday, October 19, 2024	27	0	2
Sunday, October 20, 2024	27	0	2
Monday, October 21, 2024	28	0	2
Tuesday, October 22, 2024	28	0	2
Wednesday, October 23, 2024	23	0	2
Thursday, October 24, 2024	29	0	2
Friday, October 25, 20204	31	0	2
Saturday, October 26, 2024	30	0	2
Sunday, October 27, 2024	23	0	2
Monday, October 28, 2024	26	0	2
Tuesday, October 29, 2024	27	0	2
Wednesday, October 30, 2024	27	0	2
Thursday, October 31, 2024	24	0	2

Friday, November 1, 20204	30	0	3
Saturday, November 2, 2024	24	0	2
Sunday, November 3, 2024	34	0	3
Monday, November 4, 2024	30	0	2
Tuesday, November 5, 2024	30	0	2
Wednesday, November 6, 2024	32	0	2
Thursday, November 7, 2024	34	0	3
Friday, November 8, 20204	30	0	2
Saturday, November 9, 2024	32	0	3
Sunday, November 10, 2024	36	0	3
Monday, November 11, 2024	42	0	3
Tuesday, November 12, 2024	48	0	3
Wednesday, November 13, 2024	41	0	2
Thursday, November 14, 2024	45	0	3
Friday, November 15, 20204	45	0	3
Saturday, November 16, 2024	49	0	3
Sunday, November 17, 2024	49	0	3
Monday, November 18, 2024	49	0	3
Tuesday, November 19, 2024	51	0	5
Wednesday, November 20, 2024	46	0	4
Thursday, November 21, 2024	46	0	3
Friday, November 22, 20204	57	0	6
Saturday, November 23, 2024	48	0	5
Sunday, November 24, 2024	45	0	5
Monday, November 25, 2024	42	0	4
Tuesday, November 26, 2024	51	0	5
Wednesday, November 27, 2024	43	0	4
Thursday, November 28, 2024	50	0	5
Friday, November 29, 20204	49	0	5

Saturday, November 30, 2024	51	0	5
Sunday, December 1, 2024	56	0	6
Monday, December 2, 2024	45	0	4
Tuesday, December 3, 2024	53	0	6
Wednesday, December 4, 2024	47	0	4
Thursday, December 5, 2024	58	0	6
Friday, December 6, 20204	36	0	4
Saturday, December 7, 2024	53	0	5
Sunday, December 8, 2024	47	0	4
Monday, December 9, 2024	47	0	4
Tuesday, December 10, 2024	45	0	4



CITY COUNCIL AGENDA – DECEMBER 17, 2024

SUBJECT: Consideration of Porterville Development Ordinance Text Amendments

SOURCE: Community Development

COMMENT: The proposed text amendments to Chapter 21 (Development Ordinance) of the Municipal Code focuses on updates to the Housing Policies, Standards, and Procedures of the Development Ordinance. The goal of the text amendments is to ease regulations and provide consistency with State laws regarding housing and planning regulations. The last comprehensive update to the Development Ordinance was in 2010.

The proposed changes to the Development Ordinance include:

1. Amending Series 300, Section 300.04 to address replacement housing requirements of AB 1397, pursuant to Housing Element Program 4.
2. Amending Series 300, Sections 301.01 and 301.16 to amend Accessory Dwelling Unit standards to comply with state law, pursuant to Housing Element Program 5.
3. Pursuant to Housing Element Program 6:
 1. Amending Series 200, Section 201.02 to prohibit single-family uses in the RM districts.
 2. Amending Series 200, Sections 201.02, 202.02, and 203.02 to allow Single Room Occupancy uses in zones where multifamily and mixed-use residential developments are permitted.
 3. Amending Series 200, Sections 200.02, 201.02, 202.02, and 203.02; Series 300, Sections 301.19 and 304.04; and Series 700, Section 701.02 to permit emergency shelters and low-barrier navigation centers in zones that allow residential uses; allow the development of emergency shelters by right in the RM-3, CMX, D-MX, DRM-2, and DRM-3 zoning districts; expand the definition of emergency shelters to include interim housing options such as navigation centers, bridge housing, and respite and recuperative care; revise the parking standards for emergency shelters to be compliant with AB 2339; and ensure that requirements for emergency shelters are objective.
 4. Amending Series 200, Section 200.02, 201.02, 202.02,

and 203.02 to conditionally permit large residential care facilities (for seven or more) in all zones that permit residential uses.

5. Amending Series 200, Section 202.03 to allow buildings up to 50 feet in height in the D-MX zone without a Conditional Use Permit.
6. Amending Series 300, Sections 302.03 and 302.05 to align Density Bonus requirements with State law.
7. Amending Series 300, Section 304.04 to revise parking requirements for one-bedroom units to no more than one space per unit.
8. Amending Series 200, Sections 200.02, 201.02, 203.02, 204.02, 205.02, and Series 700, Section 701.02, to comply with the Employee Housing Act (Health & Safety Code Sections 17021.6 and 17021.5).

BACKGROUND: N/A

ANALYSIS: N/A

ENVIRONMENTAL REVIEW: Pursuant to State and local environmental regulations, the proposed modifications to the Porterville Development Ordinance serve to be in compliance with the latest State laws regarding Housing. The Environmental Coordinator made the determination based on substantial evidence that, since the amendments would not result in a new type of permitted use or uses containing a greater floor area than already permissible, it can be shown with certainty that there is no possibility that the proposed text amendment could have a significant effect on the environment. Therefore, it is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

RECOMMENDATION: That the City Council:

1. Hold the noticed Public Hearing and consider the testimony provided; and
2. Consider whether to approve the draft ordinance, An Ordinance of the City Council of the City of Porterville Amending Series 200 and Series 300 of the Porterville Development Ordinance; and
3. If so approved, give first reading by title only, and order the Ordinance to print.

ATTACHMENTS:

1. Text Amendment – Housing Element Program Analysis
2. Draft Ordinance

Appropriated/Funded:

Review By:

Department Director:

Claudia Calderon, Community Development Director

Final Approver: Patrice Hildreth, City Manager

PROGRAM 1: REGIONAL COLLABORATION

Collaborate with other jurisdictions in the region on housing efforts, including funding opportunities, best practices, and other efforts to address housing, transit, economic development, and homeless issues in Tulare County.

This does not require any text amendments at this time.

PROGRAM 2: ADEQUATE SITES FOR RHNA AND MONITORING OF NO NET LOSS

For the 6th cycle Housing Element, Porterville has been assigned a RHNA of 4,064 units, including:

- *Very Low-Income: 872 units*
- *Low-Income: 537 units*
- *Moderate-Income: 739 units*
- *Above Moderate-Income: 1,916 units*

This does not require any text amendments at this time.

PROGRAM 3: BY-RIGHT APPROVAL

Pursuant to Government Code Section 65583.2, reusing the following types of sites in the City's site inventory for lower income RHNA are subject to by-right approval exempt from CEQA and subject only to design review based on objective standards when a project includes 20 percent of the units affordable to lower-income households and no subdivision is proposed:

Reuse Sites (No Rezoning Required):

- *Vacant sites that were identified in the City's 4th- and 5th-Cycle Housing Elements as sites for lower income RHNA; and*
- *Nonvacant sites that were identified in the City's 5th-Cycle Housing Element as sites for lower income RHNA.*

The by-right approval requirement of reuse sites is effective December 31, 2023. Rezoning of sites past the statutory deadline of the Housing Element to meet the lower income RHNA are subject to the by-right approval requirement. The by-right approval requirement of rezone sites is triggered by the rezoning.

This does not require any text amendments at this time.

PROGRAM 4: REPLACEMENT HOUSING

Development on non-vacant sites with existing residential units is subject to replacement requirements, pursuant to AB 1397. Specifically, AB 1397 requires sites with a residential use within the last five years the replacement of units affordable to the same or lower income level as a condition of any development on a non-vacant site consistent with those requirements set forth in state Density Bonus Law.

Staff is recommending the following amendments to the Development Ordinance to address the replacement housing requirements, according to AB 1397 to implement Housing Plan Program 4. Additionally, staff recommends adopting a policy to implement the procedures of SB 35 and SB 330.

Section 300.04 of Series 300 of Chapter 21 of the Porterville Municipal Code is repealed in its entirety and replaced as follows:

300.04 REPLACEMENT HOUSING ON NONVACANT SITES

Redevelopment of nonvacant sites that contain residential dwellings shall replace said dwellings. Replacement requirements shall be consistent with those set forth in Government Code Section 65915, subdivision (c), paragraph (3).

PROGRAM 5: ACCESSORY DWELLING UNITS

ADUs provide an important affordable housing option in the city. The City's second dwelling ordinance does not presently comply with all current provisions of housing legislation. Porterville will amend the Development Ordinance in compliance with state laws.

Staff is recommending the following revisions to the Development Ordinance to allow the development of ADUs in all residential and mixed-use zones, in compliance with state law. Additionally, ADU and JADU development standards and regulations will be updated to comply with all current state law. The City will implement Housing Plan Program 5 to update the Development Ordinance to encourage the development of ADUs.

Section 301.01 of Series 300 of Chapter 21 of the Porterville Municipal Code is amended as follows:

An accessory use shall be secondary to a primary use and shall be allowed only in conjunction with a principal use or building to which it relates under the same regulations as the main use in any zoning district. Accessory uses and structures are also subject to the development and site regulations found in Chapter 300, General Site Regulations. Accessory structures shall be designed to be of similar/compatible architecture and materials as the main buildings, and in addition shall be located, developed, and operated in compliance with the following standards in the agricultural and residential zone districts as follows:

- A. Agricultural Accessory Structures. In the AC and RR districts, agricultural accessory uses and structures are allowed subject to the provisions of this section. Agricultural accessory uses and structures include any uses that are customarily related to an agricultural use including stables, barns, pens and sheds or other structures for the housing of such animals, feed, equipment, and tools.
 1. **Size.** The maximum lot coverage allowed by the development standards shall not be exceeded.
 2. **Height.** The agricultural accessory structure shall not exceed thirty-five (35) feet in height unless approved by the Zoning Administrator.

3. **Building Separation.** Agricultural accessory structures shall be separated from any main building by a minimum of six (6) feet.
 4. **Setbacks.** Agricultural accessory structures shall meet all setback requirements of the main building.
- B. **Residential Accessory Structures.** Residential accessory structures include any uses that are customarily related to a residence, including garages, greenhouses, storage sheds, studios, workshops, detached covered decks (i.e. a patio structure), detached uncovered decks and patios two and one-half (2.5) feet in height or greater, and similar structures. Uncovered decks under two and one-half (2.5) feet in height, and fences are not subject to the regulations in this section. ~~Additional~~ Separate regulations for residential second units are located in Section 301.16, Second Accessory Dwelling Units.
1. **Attached Structures.** An attached structure is not, by definition, an accessory structure. A structure shall be considered attached to a main structure if it is architecturally compatible with and made structurally a part of the main structure, including sharing a common wall or roof-line with the main structure. A structure attached with a breezeway connecting a door of the residence to a door of the detached structure, with a roof that is a minimum of eight (8) feet in width and fifteen (15) feet in length, will be considered a part of the main structure for purposes of this Ordinance. An attached structure shall comply with all requirements of this Ordinance applicable to the main structure, including, but not limited to setback requirements and height limits.
 2. **Number of Structures.** The number of detached accessory structures shall be limited to two (2) unless approved by the Zoning Administrator.
 3. **Size.** The floor area of detached accessory structures shall not exceed a cumulative floor area of one thousand two-hundred (1,200) square feet unless approved by the Zoning Administrator. In reviewing a request for additional size, the Zoning Administrator may consider neighborhood compatibility, overall lot coverage, relationship of the accessory structure to the main structure and use, and any circumstances unique to the neighborhood. In no case shall the accessory building exceed the ground floor area of the main building and in no case shall the maximum lot coverage allowed by the development standards be exceeded.
 4. **Height.** The maximum height shall not exceed eighteen (18) feet. The Zoning Administrator may consider buildings exceeding eighteen (18) feet in height that are stepped back one (1) foot from the required side and rear setback lines for every foot of height above eighteen (18) feet up to twenty-four (24) feet.
 5. **Building Separation.** Detached accessory structures requiring a building permit, with the exception of shade structures, shall be separated from any main building by a minimum of six (6) feet.
 6. **Setbacks.** When located in the rear one-third of a lot, detached accessory buildings shall not be located closer than four (4) feet to any rear property line. In instances where the rear property line is coterminous with an alley right-of-way, the accessory building shall not be closer than one (1) foot to such rear property line. Detached accessory buildings shall meet all other setback requirements of the main building.

Section 301.16 is repealed in its entirety and replaced with the following:**301.16 ACCESSORY DWELLING UNITS**

The following standards shall apply to detached accessory dwelling units, attached accessory dwelling units, conversion accessory dwelling units, and junior accessory dwelling units.

A. Development Standards

1. **Foundation.** A permanent foundation shall be required for all accessory dwelling units.
2. **Passageway.** No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
3. **Access.** Every accessory dwelling unit shall have direct exterior access independent of the exterior access of the primary dwelling.
4. **Design.** Accessory dwelling units shall be compatible with the architectural style of the primary dwelling. No bare metal, unpainted or unfinished structures are allowed. To determine architectural compatibility, the accessory dwelling unit structure must possess at least three of the following traits in common with the primary dwelling on-site:
 - a. Wall covering materials.
 - b. Wall color.
 - c. Roofing material.
 - d. Roofing pitch.
 - e. Structural eaves.
 - f. Mass and scale of structure relative to structural height.
 - g. Window characteristics (*window shape, operational style, grids, sills, trim*).
 - h. Decorative treatments
5. **Manufactured Homes.** A manufactured home may be used as an accessory dwelling unit provided it meets the standards for new detached accessory dwelling units in this Section.
6. **Fire Sprinklers.** Fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary dwelling(s). The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in an existing single-family or multifamily dwelling.
7. **Utility Connection.** All accessory dwelling units shall be connected to public utilities or their equivalent, including water, electric, and sewer services.
 - a. No separate connection between the accessory dwelling unit and the utility shall be required for units created within a single-family dwelling, unless the accessory dwelling unit is being constructed in connection with a new single-family dwelling.
8. **Garage conversion.** When a garage or other accessory structure providing off-street parking is converted to an accessory dwelling unit, the City shall not mandate removal of the existing driveway and related approach.

B. Occupancy and Conveyance Requirements

1. **Long-Term Rentals Only.** Rental of the accessory dwelling unit created pursuant to this section shall be for a term longer than thirty (30) days.
 2. **Sale and Conveyance.** An accessory dwelling unit may be sold or conveyed separately from the primary residence to a qualified buyer if all the requirements of Government Code section 66431 are met.
- C. **Detached Accessory Dwelling Units**
1. **Location.** Detached accessory dwelling units must be accompanied by a proposed or existing single-family or multifamily dwelling. An existing dwelling on-site may be classified as the detached accessory dwelling unit upon construction and occupation of a proposed dwelling on-site. Detached accessory dwelling units may be located in an existing accessory structure.
 2. **Maximum Number of Detached Accessory Dwelling Units**
 - a. When accompanied by a proposed or existing single-family dwelling, the maximum number of detached accessory dwelling units shall be one. The detached accessory dwelling unit may be in addition to an existing or proposed attached accessory dwelling unit and an existing or proposed junior accessory dwelling unit.
 - b. When accompanied by a proposed multi-family dwelling, the maximum number of detached accessory dwelling units shall be two (2) per lot.
 - c. When accompanied by an existing multi-family dwelling, the maximum number of detached accessory dwelling units shall be eight (8) per lot.
 - d. In no case shall the total number of primary dwelling and accessory dwelling units exceed four on any given lot zoned for single-family residential uses.
 3. **Floor Area**
 - a. The minimum floor area shall be 150 square feet, or the equivalent of an efficiency unit, whichever is greater.
 - b. When accompanied by an existing or proposed single-family dwelling, the maximum floor area shall be no more than 1,200 square feet.
 - c. When an existing accessory structure is converted to a detached accessory dwelling unit, the maximum square feet may exceed 1,200 square feet to an amount equal to the square footage of the existing accessory structure to be converted.
 4. **Minimum Setbacks.** The minimum side, street side, and rear yard setback shall be four (4) feet, except when converting or replacing an existing accessory structure that is less than four (4) feet from the side, street side, or rear yard. Detached accessory dwelling units are not required to be detached from each other but must be detached from the multifamily dwelling.
 5. **Maximum Height.** The maximum height of detached accessory dwelling units shall be as follows:
 - a. For one-story detached accessory dwelling units, the maximum height shall be sixteen (16) feet. Where the detached accessory dwelling unit is located within one-half (1/2) mile walking distance of a major transit stop or a high-quality transit corridor, as defined in Section 21155 of the California Public Resources Code, or with an existing or proposed multifamily dwelling of more than one-story, the maximum height shall be eighteen (18) feet.
 - b. For two-story detached accessory dwelling units, the maximum height shall be twenty-five (25) feet.

- c. Height Exceptions.
 - 1) An additional two (2) feet in height shall be allowed to accommodate a roof pitch on an accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.
 - 2) When an existing accessory structure is converted to a detached accessory dwelling unit, the maximum height may exceed the limits of Section 9.195.050, subsection (E)(1) to an amount equal to the height of the existing accessory structure to be converted.
 - 6. **Parking.** One (1) parking space shall be required for use by the detached accessory dwelling unit in addition to the minimum parking required for the primary single-family or multifamily dwelling(s). The surface of the parking space shall be improved and may be covered or uncovered. No parking shall be required in any of the following circumstances:
 - a. The detached accessory dwelling unit is located within one-half (1/2) mile walking distance of public transit.
 - b. The detached accessory dwelling unit is located within an architecturally and historically significant historic district.
 - c. The detached accessory dwelling unit is converting an existing accessory structure.
 - d. On-street parking permits are required but not offered to the occupant of the detached accessory dwelling unit.
 - e. There is a car share vehicle located within one block of the detached accessory dwelling unit.
 - 7. **Occupancy.** If permitted after January 1, 2025, owner-occupancy shall be required in the primary dwelling or the newly created detached accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.
 - 8. **Development Standards.** Detached accessory dwelling units shall comply with all applicable base zone district development standards, including lot coverage, floor area ratio, open space, front setbacks, and minimum lot size, unless application of any one or more of these standards precludes construction of at least an 800 square foot detached accessory dwelling unit.
- D. **Attached Accessory Dwelling Units**
- 1. **Location.** Attached accessory dwelling units must be accompanied by a proposed or existing single-family or multifamily dwelling.
 - 2. **Maximum Number of Detached Accessory Dwelling Units**
 - a. When accompanied by a proposed or existing single-family dwelling, the maximum number of attached accessory dwelling units shall be one (1). The attached accessory dwelling unit may be in addition to an existing or proposed detached accessory dwelling unit and an existing or proposed junior accessory dwelling unit.
 - b. In no case shall the total number of primary dwelling and accessory dwelling units exceed four (4) on any given lot zoned for single-family residential uses.
 - 3. **Floor Area**
 - a. The minimum floor area shall be 150 square feet, or the equivalent of an efficiency unit, whichever is greater.
 - b. The maximum floor area shall be fifty percent (50%) of the primary dwelling unit floor area, or 1,200 square feet, whichever is greater.
 - 4. **Minimum Setbacks.** The minimum side, street side, and rear yard setback shall be four (4) feet, except when converting or replacing an existing accessory structure that is less than four (4) feet from the side, street side, or rear yard.

5. **Maximum Height.** The maximum height of attached accessory dwelling units shall be two stories and twenty-five (25) feet or the maximum height specified by the base zone district, whichever is lower.
6. **Parking.** No parking shall be required for the attached accessory dwelling unit.
7. **Occupancy.** If permitted after January 1, 2025, owner-occupancy shall be required in either the remaining portion of the primary dwelling or the newly created attached accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.
8. **Development Standards.** Attached accessory dwelling units shall comply with all applicable base zone district development standards, including lot coverage, floor area ratio, open space, front setbacks, and minimum lot size, unless application of any one or more of these standards precludes construction of at least an 800 square foot attached accessory dwelling unit.

E. **Conversion Accessory Dwelling Units**

1. **Location.** Conversion accessory dwelling units are permitted within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.
2. **Maximum Number of Conversion Accessory Dwelling Units.** The maximum number of conversion accessory dwelling units allowed shall be no more than twenty-five percent (25%) of the number of existing or proposed multifamily units. However, in no case shall less than one conversion accessory dwelling unit be allowed.
3. **Floor Area**
 - a. The minimum floor area shall be 150 square feet, or the equivalent of an efficiency unit, whichever is greater.
 - b. The maximum floor area shall be fifty percent (50%) of the primary dwelling unit floor area, or 1,200 square feet, whichever is greater.
4. **Minimum Setbacks.** The minimum side, street side, and rear yard setback shall be four (4) feet, except when converting or replacing an existing accessory structure that is less than four (4) feet from the side, street side, or rear yard.
5. **Parking.** No additional parking shall be required.

F. **Junior Accessory Dwelling Units**

1. **Location.** Junior accessory dwelling units must be accompanied by a proposed or existing single-family dwelling on a lot zoned for single-family use. A junior accessory dwelling unit must be located within the walls of the primary single-family dwelling, including but not limited to, an attached garage.
2. **Maximum Number of Junior Accessory Dwelling Units**
 - a. When accompanied by a proposed or existing single-family dwelling, the maximum number of junior accessory dwelling units shall be one. The junior accessory dwelling unit may be in addition to an existing or proposed detached accessory dwelling unit and an existing or proposed attached accessory dwelling unit.
 - b. In no case shall the total number of primary dwelling and accessory dwelling units exceed four on any given lot zoned for single-family residential uses.

3. **Floor Area**
 - a. The minimum floor area shall be 150 square feet, or the equivalent of an efficiency unit, whichever is greater.
 - b. The maximum floor area shall be 500 square feet.
4. **Parking.** No parking shall be required for the junior accessory dwelling unit.
5. **Exterior Access.** Access shall be provided to the junior accessory dwelling unit independent from the primary dwelling.
6. **Sanitation Facilities.** Sanitation facilities may be separate or shared with the primary dwelling. If shared with the primary dwelling, the junior accessory dwelling unit shall provide an interior entry to the living area of the primary dwelling, separate from the exterior access required to the junior accessory dwelling unit.
7. **Kitchen Features.** An efficiency kitchen shall be provided, including the following minimum features:
 - a. A cooktop, refrigerator, and compact sink. A removable hot plate may be considered a cooktop for purposes of this requirement. Appliances shall require no more than a 120-volt electrical connection.
 - b. Food preparation counter space of a minimum twenty-four (24) inches in width and a minimum of one (1) food storage cabinet of a minimum twenty-four (24) inches in width.
8. **Occupancy.** Owner-occupancy shall be required in either the remaining portion of the primary dwelling or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.
9. **Deed Restriction.** A deed restriction shall be recorded on the property which shall run with the land, and a copy of which shall be provided to the planning department. The deed restriction shall include both of the following:
 - a. A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family dwelling, including a statement that the deed restriction may be enforced against future purchasers.
 - b. A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section.

~~A second dwelling unit, in addition to the first single-family dwelling unit on a single-family residential lot, shall be located, developed, and operated in compliance with Section 301.01(b) Residential Accessory Structures and the following standards:~~

~~—A. Location. Second units may be established on any lot in any R district where a primary single-family dwelling has been previously established or is proposed to be established in conjunction with construction of a second unit. Only one (1) second unit is permitted per primary single-family dwelling on the same lot. The primary unit shall meet all City codes except density, including the height, setback, lot coverage, and other zoning requirements. Any nonconforming structures shall be brought into conformance prior to construction of second unit.~~

~~—B. Development Standards. Second units shall conform to the height, setbacks, lot coverage and other zoning requirements of the zoning district in which the site is located, the following development standards, other requirements of the Development Ordinance, and other applicable City codes. Applications for a second dwelling shall include: (1) location map and site plan drawn to scale showing existing and proposed structures and additions, orientation and dimension of lot and structure(s) on the lot, and adjacent streets, access and parking and (2) a floor plan of existing and proposed structures.~~

~~— 1. Type of Unit. The second unit shall provide separate, independent living quarters for one (1) family. The second unit may be attached, detached, or located within the living areas of the primary dwelling unit on the lot, subject to the standards of this section. An existing single family dwelling may be converted into two (2) dwelling units.~~

~~— 2. Maximum Floor Area. The total area of floor space of a detached second unit shall not exceed twelve hundred (1,200) square feet. The floor area of an attached second unit shall not exceed thirty (30) percent of the living area or the minimum area of an efficiency unit as described in Section 17958.1 of the California Health and Safety Code, whichever is greater.~~

~~— 3. Architectural Compatibility. The entrance to an attached second unit shall be separate from the entrance to the first unit and shall be installed in a manner as to negate an obvious indication of two (2) units in the same structure. A second unit shall be designed and constructed so as to blend with and complement the existing single family unit in terms of height, roofing, siding materials and color.~~

~~— 4. Parking. In accordance with State law, no additional parking is required for Accessory Dwelling Units. Any parking that the owner chooses to include must be developed to City standards, including a paved driveway in compliance with City codes.~~

~~— C. Use Limitation. Either the primary or secondary unit (but not both) may be for rental purposes and neither unit may be sold separately.~~

~~— D. Deed Restrictions. Before obtaining a building permit, the property owner shall file with the County Recorder a declaration or agreement of restrictions which has been approved by the City Attorney as to its form and content, containing a reference to the deed under which the property was acquired by the owner stating that:~~

~~— 1. The second dwelling unit shall be considered legal only so long as either the primary residence or the second dwelling is occupied by the owner of the property.~~

~~— 2. The second dwelling cannot be sold separately.~~

~~— 3. The restrictions shall be binding upon any successor in ownership of the property, the City may enforce these provisions at the cost of the owner, and enforcement may include legal action against the property owner.~~

~~— E. Conversion of an Existing House to a Second Unit. In cases where an existing single family residence is twelve hundred (1,200) square feet or less, the Zoning Administrator may approve the construction of one (1) additional residence which is intended to be the primary residence on the property. The existing residence, which is intended to become the lawful second unit, shall comply with all the requirements of this Ordinance, including the second dwelling size limitations. The primary residence shall be constructed in accordance with the provisions of the applicable zoning district and other requirements of this Ordinance.~~

PROGRAM 6: DEVELOPMENT ORDINANCE AMENDMENTS

In order to facilitate a variety of housing types, especially housing for lower-income households and those with special needs, the City will remove constraints to housing development by amending the Development Ordinance.

Staff is recommending the following revision to the Development Ordinance to allow a maximum height of 50 feet without a CUP in the D-MX zone. Evaluate and revise height requirements for accessory structures for consistency with state law. The City will implement Housing Plan Program 6 to allow a maximum height of 50 feet without a CUP in the D-MX zone and to evaluate and revise height requirements for accessory structures.

Table 202.03 of Section 202.03 of Series 200 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

Standard	DR-N	DR-S	DR-D	D-MX	DRM-2	DRM-3	D-PO	D-GC	D-PS	Additional Standards
Building form, location, and street design:										
Maximum height (ft.)	50 on corner lots and lots over 2 acres; 40 on all other lots	40; 50 with CUP	35	40; 50 on corner lots	30; 40 with CUP			• 50 on corner lots and lots over 2 acres; • 40 on interior lots	Section 300.06 , "Heights And Height Exceptions"	

Staff is recommending the following revision to parking requirements for one-bedroom units to no more than one space per unit.

TABLE 304.04A of Section 304.04 of Series 300 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

Land Use Classification	Required Parking Spaces
Residential use classifications:	
Multi-family residential	1 per studio unit. 1.5 per 1 bedroom unit. 2 per 2 bedroom unit or 3 bedroom unit. Additional bedrooms above 3: 0.5 space/bedroom. 1 space for each unit shall be designated for the unit and covered. 1 additional guest parking space shall be provided for every 5 units

Staff is recommending the following revision to the Development Ordinance provisions for RM districts to prohibit single-family uses. The City will implement Housing Plan Program 6 to revise the Development Ordinance provisions for RM districts to prohibit single-family uses.

TABLE 201.02 of Section 201.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is amended to read as follows:

Use Classification	RS-1	RS-2	RM-1	RM-2	RM-3	Additional Regulations
Residential uses:						
Single-family dwelling:	See sub-classifications below					
Attached	-	P	P-	P-	P-	
Detached	P	P	P-	P-	P-	

Staff is recommending the following revision to the Development Ordinance to ensure compliance with the Employee Housing Act (H&S Code Sections 17021.6 and 17021.5), to implement Housing Plan Program 6. The proposed text as amended meets EHA requirements.

Table 200.02 of Section 200.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is amended to add the following row, according to the service type and by alphabetical order:

Use Classification	AC	RR	Additional Regulations
Residential uses:			
Employee Housing	P	P	
Agricultural and extractive uses:			
Agricultural Employee Housing	P	P	

Table 201.02 of Section 201.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is amended to add the following row, according to the service type and by alphabetical order:

Use Classification	RS-1	RS-2	RM-1	RM-2	RM-3	Additional Regulations
Residential uses:						
Employee Housing	P	P	P	P	P	
Agricultural and extractive uses:						
Agricultural Employee Housing	P	P	P	P	P	

Table 202.02 of Section 202.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is amended to add the following row, according to the service type and by alphabetical order:

Use Classification	DR-N	DR-S	DR-D	D-MX	DRM- 2	DRM- 3	D-PO	D-GC	D-PS	Additional Regulations
Residential use classifications:										
Employee Housing	<u>P(1)</u>	<u>P(2)</u>	=	<u>P</u>	<u>P</u>	<u>P</u>	<u>P(1)</u>	=	=	

Table 203.02 of Section 203.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is amended to add the following row, according to the service type and by alphabetical order:

Use Classifications	CN	CR	CG	CMX	Additional Regulations
Residential uses:					
Employee Housing	=	=	=	<u>P(1)</u>	
Agricultural and extractive uses:					
Agricultural Employee Housing	<u>M</u>	<u>M</u>	<u>M</u>	<u>M</u>	

Table 204.02 of Section 204.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is amended to add the following row, according to the service type and by alphabetical order:

Use Classification	PO	IP	IG	IA	Additional Regulations
Agricultural and extractive uses:					
Agricultural Employee Housing	<u>M</u>	<u>P</u>	<u>P</u>	<u>M</u>	

Table 205.02 of Section 205.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is amended to add the following row, according to the service type and by alphabetical order:

Use Classification	PS	REC	PK	Additional Regulations
Agricultural and extractive uses:				
Agricultural Employee Housing	<u>M</u>	<u>M</u>	<u>M</u>	

Section 701.02 of Series 700 of Chapter 21 of the Porterville Municipal Code is amended to read as follows, and inserted according to alphabetical order:

Agricultural Employee Housing. Housing that consists of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single family or household.

Employee Housing. Housing that provides accommodations for six or fewer employees. This does not include boarding homes, rooming houses, hotels, dormitories, or other similar term that implies that the employee housing is a business run for profit or differs in any other way from a family dwelling

Staff is recommending the following revisions to the Development Ordinance to define SRO housing and establish SRO as a conditionally permitted use in zones where multifamily and mixed-use residential developments are permitted to implement Housing Plan Program 6.

Table 201.02 of Section 201.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is amended to add the following row, according to the service type and by alphabetical order:

Use Classification	RS-1	RS-2	RM-1	RM-2	RM-3	Additional Regulations
Residential uses:						
<u>Single room occupancy</u>	-	-	<u>C</u>	<u>C</u>	<u>C</u>	Section 301.18 , "Single Room Occupancy Hotels"

Table 202.02 of Section 202.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is amended to add the following row, according to the service type and by alphabetical order:

Use Classification	DR-N	DR-S	DR-D	D-MX	DRM- 2	DRM- 3	D-PO	D-GC	D-PS	Additional Regulations
Residential use classifications:										
Single room occupancy hotels	- <u>C</u>	- <u>C</u>	-	<u>C(1)</u>	- <u>C</u>	- <u>C</u>	- <u>C</u>	-	-	Section 301.18 , "Single Room Occupancy Hotels"

Table 203.02 of Section 203.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is amended to add the following row, according to the service type and by alphabetical order:

Use Classifications	CN	CR	CG	CMX	Additional Regulations
Residential uses:					
<u>Single room occupancy hotels</u>	-	-	-	<u>C(1)</u>	Section 301.18 , "Single Room Occupancy Hotels"

Staff recommends amendment to the Development Ordinance to comply with state law and establish written procedures for the processing of SB 35 and SB 330 projects pursuant to state law and implement Housing Plan Program 6.

*See amendment to **Section 300.04 Replacement Housing On Nonvacant Sites** under Program 4 listed above.*

Staff is recommending the following revisions to the Development Ordinance to permit emergency shelters and low-barrier navigation centers in zones that allow residential uses; allow the development of emergency shelters by right in the RM-3, CMX, D-MX, DRM-2, and DRM-3 zoning districts or permit residential development in the CR and CG zone districts, in such a way that meets the requirements of AB 2339; expand the definition of emergency shelters to include interim housing options such as navigation centers, bridge housing, and respite and recuperative care; revise the parking standards for emergency shelters to be complaint with AB 2339; and ensure that requirements for emergency shelters are objective to implement Housing Plan Program 6.

TABLE 200.02 of Section 200.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is amended to add the following row, according to the service type and by alphabetical order:

Use Classification	AC	RR	Additional Regulations
Public and semipublic uses:			
<u>Social service facilities</u>	<u>C</u>	<u>C</u>	Section 301.19 , "Social Service Facilities"

TABLE 201.02 of Section 201.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is amended to add the following row, according to the service type and by alphabetical order:

Use Classification	RS-1	RS-2	RM-1	RM-2	RM-3	Additional Regulations
Public and semipublic uses:						
Social service facilities	<u>-C</u>	<u>-C</u>	<u>-C</u>	<u>-C</u>	<u>CP</u>	Section 301.19 , "Social Service Facilities"

TABLE 202.02 of Section 202.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is amended as follows:

Use Classification	DR-N	DR-S	DR-D	D-MX	DRM- 2	DRM- 3	D-PO	D-GC	D-PS	Additional Regulations
Public and semi-public use classifications:										
Social service facilities	<u>-C</u>	<u>-C</u>	-	<u>CP</u>	<u>CP</u>	<u>CP</u>	<u>-C</u>	-	-	Section 301.19 , "Social Service Facilities"

TABLE 203.02 of Section 203.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is amended as follows:

Use Classifications	CN	CR	CG	CMX	Additional Regulations
Public and semipublic uses:					
Social service facilities	-	P	P	CP	Section 301.19 , "Social Service Facilities"

Section 301.19 of Series 300 of Chapter 21 of the Porterville Municipal Code is amended as follows:

Social Service Facilities shall be located, developed, and operated in compliance with the following standards:

- A. Location. Social Service Facilities are not allowed on Main Street.
- B. Minimum Standards. All Social Services Facilities shall provide: ~~adequate and accessible sanitary facilities, including lavatories, rest rooms and refuse containers; sufficient patron seating facilities for dining, whether indoor or outdoor; effective screening devices such as landscaping and masonry fences in conjunction with outdoor activity areas; a plan of operation, including but not limited to, patron access requirements, hours of operation, security measures, litter control, and noise attenuation. Evidence of compliance with all Building and Fire Safety regulations and any other measures determined by the City Council to be necessary and appropriate to ensure compatibility of the proposed use or uses with the surrounding area shall be provided with permit applications.~~ Social service facilities shall only be subject to the following written, objective standards:
 1. **Waiting and Client Intake Areas.** Outdoor waiting areas may not be located in the public right-of-way, must be physically separated from the public right-of-way, and must be large enough to accommodate the expected number of clients. An indoor waiting area must be provided.
 2. **Separation Requirements.** Emergency shelters shall be located no closer than 300 feet from another emergency shelter.
 3. **On-Site Management.** Continuous on-site supervision during hours of operation shall be provided. Specifically, there shall be a minimum of one staff person per eight clients during daytime hours, 7:00 a.m. to 9:00 p.m., and a minimum of two (2) staff people at the facility during nighttime hours, 9:00 p.m. to 7:00 a.m.
 4. **Maximum Length of Stay.** Occupancy for an individual in an emergency shelter is limited to no more than six (6) months. The operator of the emergency shelter shall maintain adequate documentation to demonstrate compliance with this provision.
 5. **Security.** The facility shall have on-site security personnel during all hours when the shelter is in operation, and at all times when shelter clients are present on site.

TABLE 304.04A of Section 304.04 of Series 300 of Chapter 21 of the Porterville Municipal Code is amended as follows:

Land Use Classification	Required Parking Spaces
Public and semipublic use classifications:	
Social service facilities	1 per 2 300 square feet of floor area

Section 701.02 of Series 700 of Chapter 21 of the Porterville Municipal Code is amended to add as follows:

Social Service Facilities. Any noncommercial facility, such as homeless shelters, and emergency shelters, that may also provide meals, showers, and/or laundry facilities. Specialized programs and services related to the needs of the residents may also be provided. This classification excludes transitional housing facilities that provide living accommodations for a longer term. This classification includes interim housing options such as navigation centers, bridge housing, and respite and recuperative care.

Staff is recommending the following amendments to the Development Ordinance to conditionally permit large residential care facilities (for seven or more) in all zones that permit residential uses subject only to the requirements of residential uses of similar type and form. Findings for approval will be objective to provide certainty in outcomes to implement Housing Plan Program 6.

TABLE 200.02 of Section 200.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is amended to add the following row, according to the service type and by alphabetical order:

Use Classification	AC	RR	Additional Regulations
Residential uses:			
<u>Residential care facilities, large</u>	<u>C</u>	<u>C</u>	

TABLE 201.02 of Section 201.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is amended to add the following row, according to the service type and by alphabetical order:

Use Classification	RS-1	RS-2	RM-1	RM-2	RM-3	Additional Regulations
Residential uses:						
<u>Residential care facilities, large</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	

TABLE 202.02 of Section 202.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is amended to add the following row, according to the service type and by alphabetical order:

Use Classification	DR-N	DR-S	DR-D	D-MX	DRM- 2	DRM- 3	D-PO	D-GC	D-PS	Additional Regulations
Residential uses:										
<u>Residential care facilities, large</u>	<u>C</u>	<u>C</u>	=	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	=	=	

TABLE 203.02 of Section 203.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is amended to add the following row, according to the service type and by alphabetical order:

Use Classifications	CN	CR	CG	CMX	Additional Regulations
Residential uses:					
Residential care facilities, large	-	-	-	<u>C</u>	-

PROGRAM 7: FACILITATING AFFORDABLE HOUSING DEVELOPMENT

The City is committed to expanding affordable housing options for households of all income levels using development tools such as density bonus provisions, potentially waiving development fees and streamlining the application process. The City will contact local non-profit and private developers to facilitate the production of this housing as well as pursue funding opportunities available at the local, regional, state and federal levels.

On a case-by-case basis, the City will facilitate affordable housing by public, private and non-profit groups by coordinating off-site improvements and physical infrastructure as Capital Improvement Projects. Assistance provided by the City may include traffic, street and sewer upgrades as well as other pedestrian and mobility improvements.

Staff is recommending the following revision to the Development Ordinance to provide additional density bonuses under the criteria set forth by AB 1287. The City will implement Housing Plan Program 7 to revise the Density Bonus Ordinance to comply with state law.

Section 302.03 of Series 300 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

- A. Minimum Density Bonus and Composition of Qualifying Projects. Pursuant to Government Code Section 65915, the City shall grant a density bonus in the following amounts over the otherwise allowable maximum residential density permitted by this Ordinance and the General Plan, and one (1) or more additional concessions or incentives, consistent with Government Code Section 65915 and this section, if the applicant applies for and proposes to construct any one (1) of the following:
 1. Lower Income Units. A density bonus of twenty (20) percent if ten (10) percent of the total units of a housing development are affordable to lower income households, as defined in Health and Safety Code Section 50079.5.
 2. Very Low Income Units. A density bonus of twenty (20) percent if five (5) percent of the total units of a housing development are affordable to very low income households, as defined in Health and Safety Code Section 50105.
 3. Senior Citizen Housing Development. A density bonus of twenty (20) percent if a housing development qualifies as a Senior Citizen Housing Development, as defined in Civil Code Section 51.3.
 4. Moderate Income Units in Condominium and Planned Use Developments. A density bonus of five (5) percent if ten (10) percent of the total dwelling units in a condominium project, as defined in Subdivision (f) of, or in a Planned Development, as defined in Subdivision (k) of Civil Code Section 1351, are affordable to persons and families of moderate income, as defined in Health and Safety Code Section 50093.

- B. Additional Sliding Scale Density Bonus. As provided for in Government Code Section 65915(g) the number of units to which the applicant is entitled may exceed the percentage specified in Subsection (a) under the following provisions:
1. Lower Income Dwellings. For each additional one (1) percent increase above ten (10) percent units affordable to lower income households, the density bonus shall be increased by one and one-half (1.5) percent up to a maximum density bonus of thirty-five (35) percent of the maximum allowable residential density for the site.
 2. Very Low Income Dwellings. For each additional one (1) percent increase above five (5) percent in the proportion of units affordable to very low income households, the density bonus shall be increased by two (2) and one-half (2.5) percent, up to a maximum of thirty-five (35) percent of the maximum allowable residential density for the site.
 3. Condominium and Planned Development Units. For each additional one (1) percent increase above ten (10) percent units affordable to moderate income households, the density bonus shall be increased by one (1) percent, up to a maximum of thirty-five (35) percent of the maximum allowable residential density for the site.
- C. Extra Density Bonus. Provided a resulting housing development would not restrict more than 50 percent of the total units to moderate-income, lower income, or very low income households, an additional density bonus calculated pursuant to paragraph (D) shall be granted when an applicant proposes to construct a housing development that conforms to the requirements of Subsections (a) and (b), agrees to include additional rental or for-sale units affordable to very low income households or moderate income households, and meets any of the following requirements:
- a. The housing development conforms to the requirements of Subsections (a) and (b) and provides 24 percent of the total units to lower income households.
 - b. The housing development conforms to the requirements of Subsections (a) and (b) and provides 15 percent of the total units to very low income households.
 - c. The housing development conforms to the requirements of Subsections (a) and (b) and provides 44 percent of the total units to moderate-income households.
 - d. An additional density bonus for a housing development that meets the requirements of paragraph (1), calculated as follows. These increases shall be in addition to any increase in density granted by Subsections (a) and (b) and shall be calculated using the number of units excluding any density bonus awarded by this section.

Percentage Very Low Income Units	Percentage Density Bonus
5	20
6	23.75
7	27.5

Percentage Very Low Income Units	Percentage Density Bonus
<u>8</u>	<u>31.25</u>
<u>9</u>	<u>35</u>
<u>10</u>	<u>38.75</u>

Percentage Moderate-Income Units	Percentage Density Bonus
<u>5</u>	<u>20</u>
<u>6</u>	<u>22.5</u>
<u>7</u>	<u>25</u>
<u>8</u>	<u>27.5</u>
<u>9</u>	<u>30</u>
<u>10</u>	<u>32.5</u>
<u>11</u>	<u>35</u>
<u>12</u>	<u>38.75</u>
<u>13</u>	<u>42.5</u>
<u>14</u>	<u>46.25</u>
<u>15</u>	<u>50</u>

- D. ~~C~~-Qualifying Projects-Number of Units. The bonuses under Subsections (a) ~~and~~ (b) and (c) are applicable to residential projects of five (5) or more units, and senior housing projects of more than thirty-five (35) units.
- E. ~~D~~-Calculation of Density Bonus Units. When calculating the number of permitted density bonus units, all fractional units shall be rounded to the next higher whole number. The applicant who requests a density bonus for a project that meets two (2) or more of the eligibility requirements shall specify whether the bonus shall be awarded on the basis of paragraphs (1), (2), (3), or (4) of Section [302.03](#).(a), Minimum Density Bonus and Composition of Qualifying Projects. The density bonus shall not be included when determining the number of target units to be provided in a development project.

- ~~F.~~ ~~E~~-Optional Density Bonus. The City may grant a proportionally lower density bonus and/or provide concessions and/or incentives set forth in Section [302.05](#), Affordable Housing Concessions and Incentives, if an applicant agrees to construct a development containing less than the percentage of housing for lower or very low income households than provided in Subsection (a) of this section.

Section 302.05 of Series 200 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

- A. Number of Incentives or Concessions. Pursuant to Government Code Section 65915, an applicant is entitled to receive incentives and/or concessions as follows:
1. One (1) incentive or concession for projects that include at least ten (10) percent of the total units for lower income households, at least five (5) percent for very low income households, or at least ten (10) percent for persons and families of moderate income in a condominium or planned development; or
 2. One (1) incentive or concession for senior citizen housing developments; or
 3. Two (2) incentives or concessions for projects that include at least twenty (20) percent of the total units for lower income households, at least ten (10) percent for very low income households, or at least twenty (20) percent for persons and families of moderate income in a condominium or planned development; or
 4. Three (3) incentives or concessions for projects that include at least thirty (30) percent of the total units for lower income households, at least fifteen (15) percent for very low income households, or at least thirty (30) percent for persons and families of moderate income in a condominium or planned development.
 5. Four (4) incentives or concessions for projects that include at least sixteen (16) percent of the units for very low income households or at least forty-five (45) percent for persons and families of moderate income in a development in which the units are for sale.
 6. Five (5) incentives or concessions for one hundred percent affordable developments, including total units and density bonus units, but exclusive of a manager's unit or units, that are for lower income households, except that up to 20 percent of the units in the development, including total units and density bonus units, may be for moderate-income households.
 7. ~~5~~ The applicant who requests incentives or concessions for a mixed-income project shall specify whether the incentives or concessions shall be awarded on the basis of paragraph one (1), two (2), three (3), or four (4) of this section.

PROGRAM 8: PRESERVATION OF AT-RISK HOUSING

The City has 1,187 housing units that are deed restricted as affordable housing for lower-income households. Of these units, 184 are at risk of converting to market-rate housing over the next ten years. The City will work to preserve these units and will proactively monitor all other units to encourage continued affordability beyond existing covenants and work proactively with owners of affordable units to assist in rehabilitation needs.

This does not require any text amendments at this time.

PROGRAM 9: HOUSING PRESERVATION AND REHABILITATION

Nearly half (49.1 percent) of the housing stock in Porterville is more than 40 years old. The City actively seeks and encourages the rehabilitation of housing units, utilizing various programs and community partnerships. The City's rehabilitation program assists low-income single-family homeowners with needed repairs by providing direct, 0% interest, 30-year deferred loans of up to \$40,000, as funding is available through the Community Development Block Grant program. The funds may be used to correct code violations, safety repairs, accessibility improvements, lead-based paint, and energy conservation measures.

This does not require any text amendments at this time.

PROGRAM 10: LOWER-INCOME AND SPECIAL NEEDS HOUSING

To assist in the development of housing to meet the needs of extremely low, very low- and low-income households, the Housing Authority of Tulare County (HATC) offers the following programs:

- Housing Choice Vouchers (HCVs): The Housing Choice Voucher program through the Moving to Work Program (funded by federal government, HUD). Housing Choice Vouchers are portable rent subsidies that low- and very low-income families can use to subsidize their rents in the housing of their choice in the private market. The vouchers generally cover the difference between the minimum required tenant contributions toward rent (generally, 30 percent of family income) and the maximum allowable subsidy set by HATC, based on local rents in the market, subject to federal limits. There is a five-year time limit to this type of rental assistance in most cases because the fixed subsidy helps families to stabilize their housing costs as they work to achieve self-sufficiency and save for other housing opportunities. HATC receives Federal funding to pay both the subsidy costs and the administrative costs of the program. Each Public Housing Authority receives funding for a limited number of vouchers. When the demand for vouchers exceeds the supply in the community, a waiting list for assistance is created.*
- Public Housing: Provides rental assistance to low -income families and individuals. The HATC owns and manages all rental units offered under this program, which are located in communities throughout Tulare County.*

This does not require any text amendments at this time.

PROGRAM 11: HOMEBUYER ASSISTANCE

Under the City of Porterville's First Time Homebuyer Program, the applicant must be a first-time home buyer that earns 80 percent or less of the area median income. The applicant must also be able to qualify with a participating lender for a first mortgage and provide a minimum of one percent of the total purchase price as the down payment from their own personal assets. The City provides a secured second trust deed loan for gap financing, down payment and closing costs assistance up to 35 percent of the purchase price. When there is a change in the maximum purchase price (typically annually), the City will update it on all printed materials, social media and website. Only existing homes that do not exceed the maximum allowable purchase price at the time of application can be financed under this program. The program can assist in purchasing homes constructed before 1978, but the property must pass a City inspection confirming that there are no building code violations, no indications of lead-based paint and any other health and safety concerns.

This does not require any text amendments at this time.

PROGRAM 12: ENERGY CONSERVATION

The City provides referrals to local programs including CSET, Proteus, Edison, and other agencies for energy conservation and residential weatherization opportunities. The effort extends into the City's Housing Rehabilitation Loan Program (HRLP) to require the use of recycled materials whenever possible and energy efficient appliances and equipment. Contractors that bid on HRLP projects must complete a City provided "Green Improvements" checklist with their bids for a project.

This does not require any text amendments at this time.

PROGRAM 13: COMMUNITY AND ECONOMIC DEVELOPMENT

Well-maintained infrastructure creates a safe and accessible urban environment, fostering a sense of community and belonging. Moreover, investing in such improvements attracts businesses and investments, contributing to economic growth and ensuring equal access to essential services. The City will implement the following actions to expand community and economic development citywide.

This does not require any text amendments at this time.

PROGRAM 14: FAIR HOUSING OUTREACH AND ENFORCEMENT

The City of Porterville works with CSET to provide a local Fair Housing Information Program which includes distribution of educational materials to property owners, apartment managers, and tenants, and responding to complaints of discrimination (i.e., in-taking, investigation of complaints, and resolution) by referring the affected party to the appropriate agencies.

This does not require any text amendments at this time.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING SERIES 200, SERIES 300, AND SERIES 700 OF THE PORTERVILLE
DEVELOPMENT ORDINANCE

WHEREAS: On December 17, 2024 the City Council at its regularly scheduled meeting held a public hearing to consider amendments to the Porterville Development Ordinance; and

WHEREAS: Said amendments are intended to implement Programs 4, 5, and 6 of the City of Porterville 5th-Cycle Housing Element; and

WHEREAS: The Environmental Coordinator made a determination on the basis of substantial evidence that, since the amendments would not result in a new type of permitted use or in uses containing a greater floor area than already permissible, it can be shown with certainty that there is no possibility that the proposed amendments would have a significant effect on the environment.

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

SECTION 1: The proposed amendments to Series 200, 300, and 700 of the Porterville Development Ordinance are exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3).

SECTION 2: Table 200.02, Land Use Regulations – Agriculture/Rural/Conservation Districts, of Section 200.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

TABLE 200.02: LAND USE REGULATIONS—AGRICULTURE/RURAL/CONSERVATION DISTRICTS			
<i>Use Classification</i>	<i>AC</i>	<i>RR</i>	<i>Additional Regulations</i>
Residential Uses			
Single Family Dwelling	See sub-classifications below		
<i>Detached</i>	P	P	
Family Day Care Home	See sub-classifications below		
<i>Small</i>	P	P	
<i>Large</i>	P	P	Section 301.07 Family Day Care Home, Large
Group Residential	-	P(1)	
Residential Care Facilities	See sub-classifications below		

TABLE 200.02: LAND USE REGULATIONS—AGRICULTURE/RURAL/CONSERVATION DISTRICTS			
<i>Use Classification</i>	<i>AC</i>	<i>RR</i>	<i>Additional Regulations</i>
<i>Residential Care Facilities, Limited</i>	P	P	
<u>Large</u>	<u>C</u>	<u>C</u>	
<i>Employee Housing</i>	<i>P</i>	<i>P</i>	
Public and Semi-Public Uses			
Religious Facilities	-	C	
<i>Social Service Facilities</i>	<i>C</i>	<i>C</i>	<i>Section 301.19, “Social Service Facilities”</i>
Commercial Uses			
Animal Care, Sales and Services	See sub-classifications below		
Kennels	M	M	
Veterinary Services, Large	C	C	
Transportation, Communication, and Utilities Uses			
Communication Facilities	See sub-classifications below		
<i>Antenna and Transmission Towers, camouflage facilities</i>	P	P	Section 301.20 Telecommunication Facilities
<i>Antenna and Transmission Towers, non-camouflage facilities</i>	M	M	Section 301.20 Telecommunication Facilities
Utilities, Minor	P	P	
Agricultural and Extractive Uses			
Animal Raising	P	P(2)	
Crop Cultivation, Commercial	P	P	Section 301.06 Crop Cultivation
Crop Cultivation, Non-commercial	P	P	
Mining and Quarrying	C(3)	-	
Agriculture Employee Housing	<i>P</i>	<i>P</i>	
Other Applicable Types			
Accessory Uses and Structures	P	P	Section 301.01 Accessory Uses and Structures
Animal Keeping	P	P	Section 301.03 Animal Keeping
Caretaker Unit	P(4)	-	
Home Occupations	P	P	Section 301.09 Home Occupations
Second Dwelling Unit	P	P	Section 301.16 Second Dwelling Units
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots		
Temporary Use	Section 301.21 Temporary Uses		

TABLE 200.02: LAND USE REGULATIONS—AGRICULTURE/RURAL/CONSERVATION DISTRICTS

<i>Use Classification</i>	<i>AC</i>	<i>RR</i>	<i>Additional Regulations</i>
Specific Limitations:			
- Limited to no more than two rooms in a dwelling rented to not more than a total of four persons and meals are not provided to more than four boarders. - Limited to 4-H and FFA projects, recognized youth organizations, school projects, and other similar projects when conducted in compliance with the public health and animal laws of the City and to the keeping of bovine animals, horses and other equine animals, sheep and goats on lots 20,000 sq ft or more. The shelter for such animals shall not be closer than 50 feet to any residences. - In areas designated as Mineral Resource Zones in the General Plan. - For agricultural employees, when located on farms or ranches containing more than 10 acres. Such dwellings shall be a permanent structure.			

SECTION 3: Table 201.02, Land Use Regulations – Residential Districts, of Section 201.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

TABLE 201.02: LAND USE REGULATIONS—RESIDENTIAL DISTRICTS

<i>Use Classification</i>	<i>RS-1</i>	<i>RS-2</i>	<i>RM-1</i>	<i>RM-2</i>	<i>RM-3</i>	<i>Additional Regulations</i>
Residential Uses						
Single Family Dwelling	See sub-classifications below					
<i>Attached</i>	-	P	P	P	P	
<i>Detached</i>	P	P	P	P	P	
Multi-Family Residential	-	-	P	P	P	Section 201.04(b)
Family Day Care Home	See sub-classifications below					
Small	P	P	P	P	P	
Large	P	P	P	P	P	Section 301.07 Family Day Care Home, Large
Group Residential	P(1)	P(1)	P(1)	P	P	
Mobile Home Parks	-	-	C(2)	C(2)	C(2)	Section 301.10 Manufactured Homes; Section 301.11 Mobile Home Parks
Residential Care Facilities	See sub-classifications below					
Residential Care Facilities , Limited	P	P	P	P	P	
Large	C	C	C	C	C	
Employee Housing	P	P	P	P	P	

TABLE 201.02: LAND USE REGULATIONS—RESIDENTIAL DISTRICTS						
<i>Use Classification</i>	<i>RS-1</i>	<i>RS-2</i>	<i>RM-1</i>	<i>RM-2</i>	<i>RM-3</i>	<i>Additional Regulations</i>
<i>Single room occupancy hotels</i>	-	-	C	C	C	Section 301.18, “Single Room Occupancy Hotels
Public and Semi-Public Uses						
Clubs and Lodges	-	-	-	C	C	Section 301.02 Alcoholic Beverage Sales
Community Centers	-	-	C	C	C	
Cultural Institutions	-	-	-	C	C	
Elderly and Long-term Care	-	-	-	C	P	
Park and Recreation Facilities, Public	P	P	P	P	P	
Religious Facilities	C	C	C	C	C	
Residential Care Facilities, General	-	-	C	C	C	Section 301.15 Residential Care Facilities, General
Schools, Public or Private	P	P	P	P	P	
<i>Parking, Public or Private</i>	<i>C(4)</i>	<i>C(4)</i>	<i>C(4)</i>	<i>C(4)</i>	<i>C(4)</i>	<i>Section 304.05 Location of Required Parking</i>
Social Service Facilities	-C	-C	-C	-C	GP	Section 301.19 Social Service Facilities
Commercial Uses						
Eating, Drinking, and Smoking Establishments	See sub-classifications below					
<i>Coffee Shops/Cafes</i>	-	-	-	-	M(3)	Section 300.08 Outdoor Seating
<i>Restaurants</i>	-	-	-	-	C(3)	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
Bed and Breakfasts	-	-	-	C	C	
Transportation, Communication, and Utilities Uses						
Utilities, Minor	P	P	P	P	P	
Agricultural and Extractive Uses						
Crop Cultivation, Commercial	M	M	M	M	M	Section 301.06 Crop Cultivation
Crop Cultivation, Non-Commercial	P	P	P	P	P	
<i>Agriculture Employee Housing</i>	P	P	P	P	P	

TABLE 201.02: LAND USE REGULATIONS—RESIDENTIAL DISTRICTS						
Use Classification	RS-1	RS-2	RM-1	RM-2	RM-3	Additional Regulations
Other Applicable Types						
Accessory Uses and Structures	P	P	P	P	P	Section 301.01 Accessory Uses and Structures
Animal Keeping	P	P	P	P	P	Section 301.04 Animal Keeping
Home Occupations	P	P	P	P	P	Section 301.09 Home Occupations
Second Dwelling Unit	P	P	P	P	P	Section 301.16 Second Dwelling Units
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots					
Temporary Use	Section 301.21 Temporary Uses					
Specific Limitations:						
1. Limited to no more than two rooms in a dwelling rented to not more than a total of four persons and meals are not provided to more than four boarders.						
2. Limited to sites with a minimum gross site area of 10 acres.						
3. Limited to a restaurant or café/coffee shop accessory to a mobile home court or a private club or lodge when such use has no direct access off a public street and accommodates only residents, members, or their guests.						
4. Permitted in conjunction with an existing Public and Institutional Use.						

SECTION 4: Table 202.02, Land Use Regulations – Downtown Districts, of Section 202.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Residential Use Classifications										
Single Family Dwelling	See sub-classifications below									
<i>Attached</i>	P(1)	-	-	-	P	P	-	-	-	
Multi-family Residential	P(1)	P(2)	-	P	P	P	P(1)	-	-	Section 201.04(b)
Family Day Care Home	See sub-classifications below									
<i>Small</i>	P	P	-	P	P	P	P	-	-	
<i>Large</i>	-	-	-	P	P	P	-	-	-	Section 301.07 Family Day Care Home, Large
Group Residential	-	-	-	P(3)	P	P	-	-	-	
Mixed Use Development				C						Section 203.04 Supplemental Regulations
Residential Care Facilities	<i>See sub-classifications below</i>									
Residential Care Facilities, Limited	P	P	-	P	P	P	P	-	-	
<u>Large</u>	<u>C</u>	<u>C</u>	<u>-</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>-</u>	<u>-</u>	
Single Room Occupancy Hotels	-C	-C	-	C(1)	-C	-C	-C	-	-	Section 301.18 Single Room Occupancy Hotels
Employee Housing	P(1)	P(2)	-	P	P	P	P(1)	-	-	
Public and Semi-Public Use Classifications										
Clubs and Lodges	C(4)	P	P	P	-	-	P(5)	P	-	Section 301.02 Alcoholic Beverage Sales

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Colleges and Trade Schools, Public or Private	C(5)	C	C	C	-	-	C	C	P	
Community Center	-	-	-	C	-	-	-	-	P	
Cultural Institutions	C(5)	C	C	C	-	-	P	C	P	
Day Care Centers	C	C	C	C	C	C	P	-	C	
Elderly and Long Term Care	-	-	-	-	P	P	P	-	-	
Government Offices	P	P	P	-	-	-	P	-	P	
Instructional Services	P(5)	P	P	P	-	-	P	P	P	
Park and Recreation Facilities, Public	P	P	P	P	P	P	P	P	P	
Religious Facilities	-	-	-	C	C	C	-	-	-	
Residential Care Facilities, General	-	-	-	-	C	C	-	-	-	Section 301.15 Residential Care Facilities, General
Schools, Public or Private	P(4)	P	P	P	-	-	-	-	P	
Social Service Facilities	-C	-C	-	GP	GP	GP	-C	-	-	Section 301.19 Social Service Facilities
Commercial Use Classifications										
Animal Care, Sales, and Services	See sub-classifications below									
<i>Kennels</i>	-	-	C	-	-	-	-	C	-	
<i>Pet Stores</i>	M(6)	P(6)	P(6)	M(6)	-	-	-	P(6)	-	
<i>Veterinary Services, Small</i>	-	-	C	-	-	-	-	P(6)	-	

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Artists' Studios	P	P	P	P	-	-	-	P	-	
Automobile/Vehicle Sales and Services	See sub-classifications below									
<i>Automobile/Vehicle Rentals.</i>	-	-	-	-	-	-	-	P	-	
<i>Automobile/Vehicle Sales and Leasing.</i>	-	C	C(7)	-	-	-	-	P	-	
<i>Automobile/Vehicle Service and Repair, Major.</i>	-	P	C	-	-	-	-	C	-	Section 301.04 Automobile/Vehicle Service and Repair, Major and Minor
<i>Automobile/Vehicle Service and Repair, Minor.</i>	-	P	C(7)	-	-	-	-	P	-	Section 301.04 Automobile/Vehicle Service and Repair, Major and Minor
<i>Automobile/Vehicle Service and Repair, Washing.</i>	-	P	-	-	-	-	-	C	-	Section 301.05 Auto Service Stations and Car Washing
<i>Service Station</i>	-	-	-	-	-	-	-	C	-	Section 301.05 Auto Service Stations and Car Washing
Banks and Financial Institutions	See sub-classifications below									
<i>Banks and Credit Unions</i>	P(8)	P(8)	P	P(8)	-	-	P(8)	P	-	
Building Materials and Services	-	-	-	-	-	-	-	P(9)	-	
Business Services	P(10)	P(10)	P(10)	P(10)	-	-	P	P	-	
Cannabis Dispensary	P	P	P	P	-	-	-	P	-	Municipal Code Chapter 15, Article VII

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Commercial Entertainment and Recreation	See sub-classifications below									
<i>Cinema/Theaters</i>	C	C	C	C	-	-	-	C	-	Section 301.02 Alcoholic Beverage Sales
<i>Downtown Entertainment</i>	-	-	C	C	-	-	-	C	C	Section 301.02 Alcoholic Beverage Sales
<i>Small-scale</i>	C	C	C	C	-	-	-	C	-	Section 301.02 Alcoholic Beverage Sales
Eating, Drinking, and Smoking Establishments	See sub-classifications below									
<i>Bars/Night Clubs/Lounges</i>	C	C	C	C	-	-	-	C	-	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Coffee Shops/Cafes</i>	P(8)	P(8)	P(8)	P(8)	-	-	P(8)	P(8)	P(8, 13)	Section 300.08 Outdoor Seating
<i>Restaurants</i>	P(8)	P(8)	P(8)	P(8)	-	-	P(8)	P(8)	P(8, 13)	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Tobacco Bars</i>	C	C	C	C	-	-	-	C	-	
Food and Beverage Retail Sales, less than 5,000 square feet	P	P	P	P	-	-	P(11)	P	P(11)	Section 301.02 Alcoholic Beverage Sales
Food and Beverage Retail Sales, more than 5,000 to 50,000 square feet	P	P	P	P	-	-	-	-	-	Section 301.02 Alcoholic Beverage Sales
Hotels and Motels	C	C	C	C	-	-	-	C	-	
Bed and Breakfasts	-	-	-	P(3)	-	P(3)	P(3)	-	-	

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Maintenance and Repair Services less than 1,500 square feet	-	-	-	-	-	-	-	P(12)	-	
Medical Facilities	See sub-classifications below									
<i>Medical Clinic</i>	-	P	P	P	-	-	P	P	P	
<i>Professional/Medical</i>	P(13)	P	P	P	-	-	P	P	P	
Mixed Use Development				C						Section 203.04 Supplemental Regulations
Nurseries and Garden Centers	-	C	C	C	-	-	-	P	-	
Offices	See sub-classifications below									
General Offices	P(13)	P	P	P	-	-	P	P	P	
Walk-In Clientele	P	P	P	P	-	-	P	P	P	
Parking, Public or Private	P	P	P	P	P	P	P	P	P	
Personal Services	P	P	P	P	-	-	P	P	-	
Retail Sales, less than 50,000 square feet	P	P	P	P	-	-	P(11)	P	-	
Retail Sales, more than 50,000 square feet	C	C	C	C	-	-	-	C	-	
Industrial Use Classifications										
Handicraft/Custom Manufacturing	-	-	-	-	-	-	-	P	-	
Industry, Limited	-	-	-	-	-	-	-	C	-	
Recycling Facilities	See sub-classifications below									

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
<i>Reverse Vending Machine</i>	-	P	P	P	-	-	-	P	P	Section 301.14 Recycling Facilities
<i>Recycling Collection Facility</i>	-	C	-	-	-	-	-	C	C	Section 301.14 Recycling Facilities
Transportation, Communication, and Utilities Use Classifications										
Communication Facilities	See sub-classifications below									
<i>Antenna and Transmission Towers, camouflage facilities</i>	P(14)	P(14)	P(14)	P(14)	-	-	P(14)	P(14)	P(14)	Section 301.20 Telecommunication Facilities
<i>Antenna and Transmission Towers, non-camouflage facilities</i>	C(14)	C(14)	C(14)	C(14)	-	-	C(14)	C(14)	C(14)	Section 301.20 Telecommunication Facilities
<i>Broadcasting Facility</i>	-	M	M	M	-	-	-	M	-	Section 301.20 Telecommunication Facilities
<i>Call Center</i>	-	-	-	-	-	-	P(5)	P(5)	P	
<i>Recording Studio</i>	-	-	P(6)	P(6)	-	-	-	P(6)	-	
Transportation Passenger Terminals	P(15)	P(15)	P(15)	-	-	-	-	-	-	
Utilities, Minor	P	P	P	P	P	P	P	P	P	
Other Applicable Types										
Accessory Uses and Structures	P	P	P	P	P	P	P	P	P	Section 301.01 Accessory Uses and Structures
Home Occupations	P	P	P	P	P	P	-	-	-	Section 301.09 Home Occupations

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS

<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Second Dwelling Unit	-	-	-	-	P	P	-	-	-	Section 301.16 Second Dwelling Unit
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots									
Temporary Use	Section 301.21 Temporary Uses									

Specific Limitations:

1. Residential units allowed only on upper floors unless approved with a Conditional Use Permit. Common ancillary areas are allowed on the ground floor except on Main Street.
2. On Main Street, residential units are allowed only on upper floors unless approved with a Conditional Use Permit.
3. Limited to no more than two rooms in a dwelling rented to not more than a total of four persons and meals are not provided to more than four boarders.
4. Allowed only on upper floors and limited to 5,000 square feet in size.
5. Limited to 5,000 square feet in size.
6. Provided that such use shall be completely enclosed in a building of soundproof construction.
7. Limited to uses conducted wholly within a building enclosed on all sides including the display, storage, repair, and reconditioning of vehicles.
8. Drive-through facilities are prohibited.
9. Bulk storage of sand, gravel, or cement is not allowed.
10. Wholesale services are not allowed.
11. Permitted only as accessory to a primary use.
12. No outdoor operations or outdoor storage are allowed.
13. Limited to 25 percent of ground floor area unless additional floor area is approved with a Conditional Use Permit. No square footage limitation on upper floors.
14. Shall not be located within 300 feet of any R district except as detailed in 301.20e.
15. Not allowed on Main Street. No repair or storage of vehicles is allowed.

SECTION 5: Table 202.03, Development Standards – Downtown Districts, of Section 202.03 of Series 200 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

TABLE 202.03: DEVELOPMENT STANDARDS – DOWNTOWN DISTRICTS										
Standard	DR-N	DR-S	DR-D	D-MX	DRM-2	DRM-3	D-PO	D-GC	D-PS	Additional Standards
Lot, Density, and Block Standards										
Minimum Lot Area (sq ft)	-	-	-	-	6,000	6,000	6,000	6,000	6,000	
Minimum Lot Width (ft)	-	-	-	-	60	60	60	60	60	
Minimum Lot Depth (ft)	-	-	-	-	75	75	75	75	75	
Minimum Density (dwelling units/acre)	-	-	-	15	-	-	-	-	-	
Maximum Density (dwelling units/net acre)	No max, FAR applies to combined Residential and Non-residential		-	41.0	16.5	33.0	-	-	-	
Maximum Block Dimension (ft)	Dimension: 500; 600 with mid-block pedestrian way									Section 202.04(b) Maximum Block Length
Building Form, Location, and Street Design										
Maximum Height (ft)	50 on corner lots and lots over 2 acres; 40 on all other lots			40; 50 with CUP	35	40, 50 on corner lots	30; 40 with CUP	• 50 on corner lots and lots over 2 acres; • 40 on interior lots		Section 300.06 Heights and Height Exceptions
Minimum Height (ft)	Main St: 28	-	-	-	-	-	-	-	-	
Minimum Yards (ft)	See sub-classifications below									

TABLE 202.03: DEVELOPMENT STANDARDS – DOWNTOWN DISTRICTS

<i>Standard</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Standards</i>
<i>Front (Main Street frontage is always considered the front of the lot)</i>	0 min; 10 max Shall be paved on Main St with tile, stone, brick, concrete, or comparable material.	Commercial: 15 for buildings, 10 for parking. Main St and Olive St: 10 min, 20 max Residential: 15	10 min; 20 max D St: 15	0; 10 on Main St or ground floor residential	20	15	15 min; 25 max	10	20	- Section 202.04(i) Building Projections; - Unless otherwise stated, shall be landscaped in accord with Chapter 303 Landscaping.
<i>Interior Side</i>	- Commercial: 0 - Residential: Where residential is allowed, every unit shall have at least one window with a minimum of 15 ft of clear separation from another building or wall				1-2 stories: 5 3 or more stories: 10		5	0	20	Section 202.04(i) Building Projections
<i>Street Side or Rear on a Street Frontage</i>	East of 2nd St: 10; Otherwise: 0 min; 10 max	10	10	0; 10 if on Main St and for ground floor residential	10	10	15	10	20	- Section 202.04(i) Building Projections; and - Unless otherwise stated, shall be landscaped in accord with Chapter 303 Landscaping
<i>Transitional – Street side</i>	5	15	15				15	15	15	Section 202.03(c) Transitional Standards
<i>Rear, not on a Street Frontage</i>	- Commercial: 0 - Residential: Where residential is allowed, every unit shall have at least one window with a minimum of 15 ft of clear separation from another building or wall				10	10	0, 5 from alley	0	20	Section 202.04(i) Building Projections
Maximum Floor Area Ratio, all uses	3.0	3.0	3.0	3.0	-	-	.50	1.0	.25(a)	

TABLE 202.03: DEVELOPMENT STANDARDS – DOWNTOWN DISTRICTS

<i>Standard</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Standards</i>
Maximum Building Coverage (% of lot)	-	-	-	-	50	60	-	-	50	
Minimum Percent of Building at Setback Line	-	50 (b)	50 (b)	50 (b)	-	-	-	-	-	
Parking										
Maximum Curb Cut per Lot or Street Frontage	One, none on Main Street	One, unless more are required by the City for public services					One	One, unless more are required by the City for public services		Section 202.04(d) Parking
Maximum Curb Cut Width (ft)	20	20	20	20	20	20	10	20	20	
Landscaped Setback between Parking and Street (ft)	5	5; 10 on Main, Orange, and C Streets	5, 10 on D St	5, 10 on Main St	10	10	10	5	10	Chapter 303 Landscaping
Setback of Parking from Buildings	5	5	5	5	10, 5 may be occupied by a pedestrian walkway paved with tile, stone, brick, concrete, or comparable material.		5, may be occupied by a pedestrian walkway with tile, stone, brick, concrete, or comparable material.	5	10	
Parking Lot Location Standards Apply	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Section 202.04(d) Parking

TABLE 202.03: DEVELOPMENT STANDARDS – DOWNTOWN DISTRICTS										
<i>Standard</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Standards</i>
Open Space and Landscaping										
Usable Open Space (sq ft per residential unit)	75	75	-	100	150, 50 of which shall be private	-	-	-	-	Section 202.04(e) Open Space
Additional Standards										
Supplemental Regulations Apply	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Section 202.04 Supplemental Regulations

SECTION 6: Table 203.02, Land Use Regulations – Commercial Districts, of Section 203.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

TABLE 203.02: LAND USE REGULATIONS—COMMERCIAL DISTRICTS					
<i>Use Classifications</i>	<i>CN</i>	<i>CR</i>	<i>CG</i>	<i>CMX</i>	<i>Additional Regulations</i>
Residential Uses					
Multi-Family Residential	-	-	-	P(1)	Section 201.04
Family Day Care Home	See sub-classifications below				
<i>Small</i>	-	-	-	P	
<i>Large</i>	-	-	-	P	Section 301.07 Family Day Care Home, Large
Group Residential	-	-	-	P(2)	
Residential Care Facilities	See sub-classifications below				
Residential Care Facilities, Limited	-	-	-	P	
<i>Large</i>	-	-	-	P	
Single Room Occupancy Hotels	-	-	-	C	Section 301.18 Single Room Occupancy Hotels
Employee Housing	-	-	-	P(1)	
Public and Semi-Public Uses					
Clubs and Lodges	C	-	P	P	Section 301.02 Alcoholic Beverage Sales
Colleges and Trade Schools, Public or Private	-	C	C	C	
Community Centers	P	-	-	C	
Cultural Institutions	C	-	C	C	
Day Care Centers	C	-	-	C	
Instructional Services	P	-	P	P	
Park and Recreation Facilities, Public	P	-	P	P	
Religious Facilities	C	C	C	C	
Residential Care Facilities, General	-	-	-	C	Section 301.15 Residential Care Facilities, General
Social Service Facilities	-	P	P	CP	Section 301.19 Social Service Facilities
Commercial Uses					
Animal Care, Sales and Services	See sub-classifications below				

TABLE 203.02: LAND USE REGULATIONS—COMMERCIAL DISTRICTS					
<i>Use Classifications</i>	<i>CN</i>	<i>CR</i>	<i>CG</i>	<i>CMX</i>	<i>Additional Regulations</i>
<i>Kennels</i>	M(4)	-	M(4)	-	
<i>Pet Stores</i>	M(4)	M(4)	P(4)	-	
<i>Veterinary Services, Small</i>	-	-	P(4)	-	
<i>Artists' Studios</i>	P	-	P	P	
<i>Automobile/Vehicle Sales and Services</i>	See sub-classifications below				
<i>Automobile/Vehicle Rentals.</i>	-	P	P	-	
<i>Automobile/Vehicle Sales and Leasing.</i>	-	C	P	-	
<i>Automobile/Vehicle Repair, Major.</i>	-	-	P	-	Section 301.04 Automobile/Vehicle Service and Repair
<i>Automobile/Vehicle Service and Repair, Minor.</i>	-	P	P	-	Section 301.04 Automobile/Vehicle Service and Repair
<i>Automobile/Vehicle Washing.</i>	-	C	P	-	Section 301.05 Auto Service Stations and Car Washing
<i>Large Vehicle and Equipment Sales, Service and Rental.</i>	-	-	C	-	Section 301.04 Automobile/Vehicle Service and Repair
<i>Service Station.</i>	C(3)	C	C	C	Section 301.05 Auto Service Stations and Car Washing
<i>Banks and Financial Institutions</i>	See sub-classifications below				
<i>Banks and Credit Unions</i>	P(5)	P	P	P	
<i>Check Cashing Businesses</i>	-	P	P	P	
<i>Building Materials and Services</i>	-	P(6)	P(6)	-	
<i>Business Services</i>	P(3,7)	P	P	P	
<i>Commercial Entertainment and Recreation</i>	See sub-classifications below				
<i>Cinema/Theaters</i>	-	P	P	C	Section 301.02 Alcoholic Beverage Sales
<i>Large-scale</i>	-	-	C(8)	-	Section 301.02 Alcoholic Beverage Sales
<i>Small-scale</i>	-	P(19)	P(19)	C	Section 301.02 Alcoholic Beverage Sales
<i>Eating, Drinking, and Smoking Establishments</i>	See sub-classifications below				

TABLE 203.02: LAND USE REGULATIONS—COMMERCIAL DISTRICTS					
<i>Use Classifications</i>	<i>CN</i>	<i>CR</i>	<i>CG</i>	<i>CMX</i>	<i>Additional Regulations</i>
<i>Bars/Night Clubs/Lounges</i>	-	C	C	C	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Coffee Shops/Cafes</i>	P(5)	P	P	P	Section 300.08 Outdoor Seating
<i>Restaurants, less than 3,000 square feet</i>	P(5)	P	P	P	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Restaurants, greater than 3,000 square feet</i>	C(5)	P	P	P	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Tobacco Bars</i>	-	M	M	M	
Food and Beverage Retail Sales	P(9)	P	P	P(9)	Section 301.02 Alcoholic Beverage Sales
Funeral Parlors and Mortuaries	-	C	P	-	
Hotels and Motels	-	C	C	C	
Light Fleet Based Services	-	-	P	-	
Maintenance and Repair Services	P(10)	P(10)	P	P(10)	
Medical Facilities	See sub-classifications below				
<i>Medical Clinic</i>	-	P(12)	P	P(12)	
<i>Professional/Medical</i>	-	P(12)	P	P(12)	
Mixed Use Development				C	Section 203.04 Supplemental Regulations
Nurseries and Garden Centers	-	P	P	P	
Offices	See sub-classifications below				
<i>General Offices</i>	P(11)	P(12)	P	P	
<i>Walk-In Clientele</i>	P(13)	P(12)	P	P(13)	
Parking, Public or Private	P(14)	P	P	P(14)	
Personal Services	P	P	P	P	
Retail Sales	See sub-classifications below				
<i>Less than 50,000 square feet</i>	P	P	P	P	
<i>50,000 square feet or more</i>	-	C	C	-	
<i>Swap Meet</i>	-	C	C	-	
Wholesaling and Distribution	-	-	P	-	

TABLE 203.02: LAND USE REGULATIONS—COMMERCIAL DISTRICTS					
<i>Use Classifications</i>	<i>CN</i>	<i>CR</i>	<i>CG</i>	<i>CMX</i>	<i>Additional Regulations</i>
Industrial Uses					
Construction and Material Yards	-	-	C	-	Section 300.09 Outdoor Storage
Handicraft/Custom Manufacturing	-	P(15)	P	-	
Industry, Limited	-	-	P	-	
Recycling Facilities	See sub-classifications below				
<i>Reverse Vending Machine</i>	P	P	P	P	Section 301.14 Recycling Facilities
<i>Recycling Collection Facility</i>	-	C	P	-	Section 301.14 Recycling Facilities
<i>Recycling Processing Facility</i>	-	-	C	-	Section 301.14 Recycling Facilities
Warehousing and Storage	See sub-classifications below				
<i>Chemical, Mineral, and Explosives Storage</i>	-		C	-	
<i>Indoor Warehousing and Storage</i>	-	-	P	-	
<i>Personal Storage</i>	-	C	P	C	Section 301.13 Personal Storage Facilities
Transportation, Communication, and Utilities Uses					
Communication Facilities	See sub-classifications below				
<i>Antenna and Transmission Towers, camouflage facilities</i>	P(16)	P(16)	P(16)	P(16)	Section 301.20 Telecommunication Facilities
<i>Antenna and Transmission Towers, non-camouflage facilities</i>	M(16)	M(16)	M(16)	M(16)	Section 301.20 Telecommunication Facilities
<i>Broadcasting Facility</i>	-	M	M		Section 301.20 Telecommunication Facilities
<i>Call Center</i>	-	P(3)	P	-	
<i>Recording Studio</i>	-	P(4)	P(4)	-	
Freight/Truck Terminals and Warehouses	-	-	C	-	
Transportation Passenger Terminals	-	P	P	-	
Utilities, Minor	P	P	P	P	

TABLE 203.02: LAND USE REGULATIONS—COMMERCIAL DISTRICTS					
Use Classifications	CN	CR	CG	CMX	Additional Regulations
Agricultural and Extractive Uses					
Crop Cultivation, Commercial	M	M	M	M	Section 301.06 Crop Cultivation
Agriculture Employee Housing	M	M	M	M	
Other Applicable Types					
Accessory Uses and Structures	P	P	P	P	Section 301.01 Accessory Uses and Structures
Animal Keeping	-	-	-	P	Section 301.03 Animal Keeping
Caretaker Unit	-	P(18)	P(18)	P(18)	
Home Occupations	-	-	-	P	Section 301.09 Home Occupations
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots				
Temporary Use	Section 301.21 Temporary Uses				
Specific Limitations:					
1. Multi-family Residential are permitted in conjunction with allowable non-residential uses.					
2. Limited to no more than two rooms in a dwelling rented to not more than a total of four persons and meals are not provided to more than four boarders.					
3. Limited to establishments with a gross floor area of 5,000 square feet or less.					
4. Provided that such use shall be completely enclosed in a building of soundproof construction.					
5. Drive-through facilities are prohibited.					
6. Bulk storage of sand, gravel or cement is not allowed.					
7. Wholesale services are not allowed.					
8. Campgrounds are prohibited.					
9. Limited to establishments with a gross floor area less than 50,000 square feet.					
10. Outdoor work and outdoor storage is prohibited.					
11. General offices shall not be located on the ground floor.					
12. Minor Conditional Use Permit approval is required for office, business, or professional uses greater than 5,000 square feet in size per lot or integrated commercial development.					
13. Limited to establishments with a gross floor area less than 1,500 square feet.					
14. Limited to parking areas for exclusive use of occupants, employees and patrons of the uses, buildings, stores, and businesses located in that zone.					
15. Limited to establishments with a gross floor area less than 2,000 square feet.					
16. Prohibited within 300 feet of any R district except as detailed in 301.20e.					
17. Limited to radio or television studios.					
18. Limited to one dwelling for a caretaker or watchman and his immediate family, necessary and incidental to a use located in such zone. Such dwellings shall be a permanent structure.					
19. Minor Conditional Use Permit approval is required for indoor shooting ranges.					

SECTION 7: Table 204.02, Land Use Regulations – Employment Districts, of Section 204.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
Public and Semi-Public Uses					
Colleges and Trade Schools, Public or Private	C	P	-	-	
Correctional Facility	-	P	P	-	
Cultural Institutions	P	-	-	-	
Day Care Centers	P	P(1)	-	-	
Elderly and Long-term Care	P	-	-	-	
Instructional Services	P	P	-	P	
Residential Care Facilities, General	C	-	-	-	Section 301.15 Residential Care Facilities, General
Schools, Public or Private	P	-	-	-	
Commercial Uses					
Aircraft Sales, Services, and Storage	-	-	-	P	
Animal Care, Sales and Services	See sub-classifications below				
<i>Kennels</i>	-	M	M	-	
<i>Veterinary Services</i>	-	P	P	-	
Automobile/Vehicle Sales and Services	See sub-classifications below				
<i>Automobile/Vehicle Repair, Major.</i>	-	P	P	-	Section 301.04 Automobile/Vehicle Service and Repair
<i>Automobile/Vehicle Service and Repair, Minor.</i>	-	P	P	-	Section 301.04 Automobile/Vehicle Service and Repair
<i>Automobile/Vehicle Washing.</i>	-	P	P	-	Section 301.05 Auto Service Stations and Car Washing
<i>Large Vehicle and Equipment Sales, Service, and Rental</i>	-	C	P	-	

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
<i>Service Station</i>	-	C	C	-	Section 301.05 Auto Service Stations and Car Washing
<i>Towing and Impound.</i>	-	C	P	-	Section 300.09 Outdoor Storage
Banks and Financial Institutions	See sub-classifications below				
<i>Banks and Credit Unions</i>	P	P(1)	P(1)	P(1)	
<i>Check Cashing Businesses</i>	P	-	-	-	
Building Materials and Services	-	P	P	-	
Business Services	P	P(1)	P(1)	-	
Cannabis Dispensary	-	-	-	P	Municipal Code Chapter 15, Article VII
Commercial Entertainment & Recreation	See sub-classifications below				
<i>Large-Scale</i>	-	C	C	C	Section 301.02 Alcoholic Beverage Sales
<i>Small Scale</i>	-	C	-	-	Section 301.02 Alcoholic Beverage Sales
Eating, Drinking, and Smoking Establishments	See sub-classifications below				
<i>Coffee Shops/Cafes</i>	P(2)	P(1)	P(1)	P	Section 300.08 Outdoor Seating
<i>Restaurants</i>	P(2)	P(1)	P(1)	P	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
Food and Beverage Retail Sales	P(2)	P(1)	P(1)	-	Section 301.02 Alcoholic Beverage Sales
Funeral Parlors and Mortuaries	-	P	P	-	
Hotels and Motels	-	C	C	-	
Bed and Breakfasts	P(10)	-	-	-	
Light Fleet Based Services	-	P	P	-	
Maintenance and Repair Services	-	P	P	-	
Medical Facilities	See sub-classifications below				
<i>Hospital</i>	P	-	-	-	
<i>Medical Clinic</i>	P	-	-	-	

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
<i>Professional/Medical</i>	P	-	-	-	
Offices	See sub-classifications below				
<i>General Offices</i>	P	P	P	P	
<i>Walk-In Clientele</i>	P	-	-	-	
Parking, Public or Private	P(3)	P	P	-	
Personal Services	P(2)	P(1)	-	-	
Retail Sales	P(2)	P(2)	P(2)	-	
Salvage and Wrecking	-	C	C	C	Section 300.09 Outdoor Storage
<i>Salvage and Wrecking conducted wholly within a building</i>	-	P	P	P	Section 300.09 Outdoor Storage
Sexually Oriented Business	-	P	P	-	Section 301.17 Sexually Oriented Businesses
Wholesaling and Distribution	-	P	P	P	
Industrial Uses					
Construction and Material Yards	-	P	P	-	Section 300.09 Outdoor Storage
Handicraft/Custom Manufacturing	-	P	P	P	
Industry, General	-	P	P	P	
<i>Alcohol Manufacture</i>	-	C(4)	C	-	
<i>Hazardous Waste Management Facilities</i>	-	C(6)	C	-	
<i>Manufacture, processing, or treatment of materials which may be obnoxious, offensive or hazardous to health and safety of persons and property</i>	-	-	C	-	
Industry, Limited	-	P	P	P	
Recycling Facilities	See sub-classifications below				
<i>Recycling Collection Facility</i>	-	-	P	-	Section 301.14 Recycling Facilities
<i>Recycling Processing Facility</i>	-	-	P	-	Section 301.14 Recycling Facilities
Warehousing and Storage	See sub-classifications below				

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
<i>Chemical, Mineral, and Explosives Storage</i>	-	C	C	C	
<i>Indoor Warehousing and Storage</i>	-	P	P	P	
<i>Personal Storage</i>	-	P	P	P	Section 301.13 Personal Storage
Transportation, Communication, and Utilities Uses					
Communication Facilities	See sub-classifications below				
<i>Antenna and Transmission Towers, camouflage facilities</i>	P(7)	P(7)	P(7)	P(7)	Section 301.20 Telecommunication Facilities
<i>Antenna and Transmission Towers, non-camouflage facilities</i>	M(7)	M(7)	M(7)	M(7)	Section 301.20 Telecommunication Facilities
<i>Broadcasting Facility</i>	-	P	P	P	Section 301.20 Telecommunication Facility
<i>Call Center</i>	P(2)	P	P	-	
Freight/Truck Terminals and Warehouses	-	P	P	P	
Heliports	-	C	C	C	
Transportation Passenger Terminals	-	P	P	P	
Utilities, Major	-	P	P	P	
<i>Renewable Energy Facility</i>		C	C	C	
<i>Solid Waste Collection, Treatment, and Disposal</i>	-	-	P	C	
Utilities, Minor	P	P	P	P	
Agriculture and Extractive Uses					
Crop Cultivation, Commercial	M	P	P	M	Section 301.06 Crop Cultivation
Crop Cultivation, Non-commercial	-	P	P	-	
Mining & Quarrying	-	-	C(6)	-	
<i>Agricultural Employee Housing</i>	<i>M</i>	<i>P</i>	<i>P</i>	<i>M</i>	
Other Applicable Types					
Accessory Uses and Structures	P	P	P	P	Section 301.01 Accessory Uses and Structures

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
Use Classification	PO	IP	IG	IA	Additional Regulations
Additional Uses	-	-	-	P(9)	
Caretaker Unit	-	P(8)	P(8)	-	
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots				
Temporary Use	Section 301.21 Temporary Uses				
Specific Limitations:					
1. Permitted only as an accessory use that supports industrial uses, business and office parks, and corporate offices. 2. Permitted only as an accessory to a primary office and limited to establishments with a gross floor area less than 5,000 square feet in size. 3. Limited to parking areas for exclusive use of occupants, employees and patrons of the uses, buildings, stores, and businesses located in that zone. 4. Alcohol manufacture must be located more than 500 feet from the nearest residential, or commercial zoning designation as shown on the Official Zoning Map. 5. On-site hazardous waste management facilities must be accessory and incidental to a primary use. 6. In areas designated as Mineral Resource Zones in the General Plan 7. Prohibited within 300 feet of any R district except as detailed in 301.20e. 8. For agricultural employees, when located on farms or ranches containing more than 10 acres. Such dwellings shall be a permanent structure. 9. Additional uses may be allowed with City Council approval of a Conditional Use Permit. 10. Limited to no more than two rooms in a dwelling rented to not more than four persons. Meals may not be provided to more than four boarders.					

SECTION 8: Table 205.02, Land Use Regulations – Public and Open Space Districts, of Section 205.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

TABLE 205.02: LAND USE REGULATIONS—PUBLIC AND OPEN SPACE DISTRICTS				
<i>Use Classification</i>	<i>PS</i>	<i>REC</i>	<i>PK</i>	<i>Additional Regulations</i>
Public and Semi-Public Use Classifications				
Airport	P	-	-	
Cemeteries	C	-	-	
Clubs and Lodges	-	P(1)	P(1)	
College and Trade Schools, Public or Private	P	-	-	
Community Center	P	-	P	
Correctional Facility	P	-	-	
Cultural Institutions	P	-	P	
Government Offices	P	-	-	

TABLE 205.02: LAND USE REGULATIONS—PUBLIC AND OPEN SPACE DISTRICTS				
<i>Use Classification</i>	<i>PS</i>	<i>REC</i>	<i>PK</i>	<i>Additional Regulations</i>
Instructional Services	P	-	-	
Park and Recreation Facilities, Public	P	P	P	
Public Safety Facilities	P	-	-	
Religious Facilities	C			
Schools, Public or Private	P	-	-	
Commercial Use Classifications				
Aircraft Sales, Services, and Storage	P(2)	-	-	
Commercial Entertainment and Recreation	See sub-classifications below			
<i>Large-scale</i>	P	C	P	Section 301.02 Alcoholic Beverage Sales
<i>Small-scale</i>	P(6)	P(6)	P(6)	Section 301.02 Alcoholic Beverage Sales
Eating, Drinking, and Smoking Establishments	See sub-classifications below			
<i>Coffee Shops/Cafes</i>	P(3)	P(1)	P(1)	Section 300.08 Outdoor Seating
<i>Restaurants</i>	P(3)	-	-	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
Medical Facilities	See sub-classification below			
<i>Hospital</i>	P	-	-	
Recycling Facilities	See sub-classifications below			
<i>Recycling Collection Facility</i>	P	-	-	
<i>Recycling Processing Facility</i>	P	-	-	
Retail Sales	See sub-classification below			
<i>Swap Meet</i>	C	-	-	
Transportation, Communication, and Utilities Use Classifications				
Telecommunication Facilities	See sub-classifications below			
<i>Antenna and Transmission Towers, camouflage facilities</i>	P(4)	P(4)	P(4)	Section 301.20 Telecommunication Facilities
<i>Antenna and Transmission Towers, non-camouflage facilities</i>	M(4)	M(4)	M(4)	Section 301.20 Telecommunication Facilities

TABLE 205.02: LAND USE REGULATIONS—PUBLIC AND OPEN SPACE DISTRICTS				
Use Classification	PS	REC	PK	Additional Regulations
Heliports	P(5)	-	-	
Utilities, Major	C	-	-	
Solid Waste Collection, Treatment, and Disposal	P	-	-	
Utilities, Minor	P	P	P	
Agricultural and Extractive Uses				
Crop Cultivation, Commercial	M	M	M	Section 301.06 Crop Cultivation
Agricultural Employee Housing	M	M	M	
Other Applicable Types				
Accessory Uses and Structures	P	P	P	Section 301.01 Accessory Uses and Structures
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots			
Temporary Use	Section 301.21 Temporary Uses			
Specific Limitations:				
1. Limited to facilities associated with park and recreational facilities.				
2. Limited to facilities associated with an airport.				
3. Limited to cafes and restaurants accessory to cultural institutions.				
4. Prohibited within 300 feet of any R district except as detailed in 301.20e.				
5. Permitted only as accessory to a hospital or public airport.				
6. Minor Conditional Use Permit approval is required for indoor shooting ranges.				

SECTION 9: Section 301.19 of Series 300 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

Social Service Facilities shall be located, developed, and operated in compliance with the following standards:

A. Location. Social Service Facilities are not allowed on Main Street.

~~B. Minimum Standards. All Social Services Facilities shall provide: adequate and accessible sanitary facilities, including lavatories, rest rooms and refuse containers; sufficient patron seating facilities for dining, whether indoor or outdoor; effective screening devices such as landscaping and masonry fences in conjunction with outdoor activity areas; a plan of operation, including but not limited to, patron access requirements, hours of operation, security measures, litter control, and noise attenuation. Evidence of compliance with all Building and Fire Safety regulations and any other measures determined by the City Council to be necessary and appropriate to ensure compatibility of the proposed use or uses with the surrounding area shall be~~

~~provided with permit applications.~~ **Social service facilities shall only be subject to the following written, objective standards:**

- 1. Waiting and Client Intake Areas.** *Outdoor waiting areas may not be located in the public right-of-way, must be physically separated from the public right-of-way, and must be large enough to accommodate the expected number of clients. An indoor waiting area must be provided.*
- 2. Separation Requirements.** *Emergency shelters shall be located no closer than 300 feet from another emergency shelter.*
- 3. On-Site Management.** *Continuous on-site supervision during hours of operation shall be provided. Specifically, there shall be a minimum of one staff person per eight clients during daytime hours, 7:00 a.m. to 9:00 p.m., and a minimum of two (2) staff people at the facility during nighttime hours, 9:00 p.m. to 7:00 a.m.*
- 4. Maximum Length of Stay.** *Occupancy for an individual in an emergency shelter is limited to no more than six (6) months. The operator of the emergency shelter shall maintain adequate documentation to demonstrate compliance with this provision.*
- 5. Security.** *The facility shall have on-site security personnel during all hours when the shelter is in operation, and at all times when shelter clients are present on site.*

SECTION 10: Section 300.04 of Series 300 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

300.04 RESERVED REPLACEMENT HOUSING ON NONVACANT SITES:

Redevelopment of nonvacant sites that contain residential dwellings shall replace said dwellings. Replacement requirements shall be consistent with those set forth in Government Code Section 65915, subdivision (c), paragraph (3).

SECTION 11: Section 301.01 of Series 300 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

An accessory use shall be secondary to a primary use and shall be allowed only in conjunction with a principal use or building to which it relates under the same regulations as the main use in any zoning district. Accessory uses and structures are also subject to the development and site regulations found in Chapter 300, General Site Regulations. Accessory structures shall be designed to be of similar/compatible architecture and materials as the main buildings, and in addition shall be located, developed, and operated in compliance with the following standards in the agricultural and residential zone districts as follows:

A. Agricultural Accessory Structures. In the AC and RR districts, agricultural accessory uses and structures are allowed subject to the provisions of this section. Agricultural accessory uses and structures include any uses that are customarily related to an

agricultural use including stables, barns, pens and sheds or other structures for the housing of such animals, feed, equipment, and tools.

1. **Size.** The maximum lot coverage allowed by the development standards shall not be exceeded.

2. **Height.** The agricultural accessory structure shall not exceed thirty-five (35) feet in height unless approved by the Zoning Administrator.

3. **Building Separation.** Agricultural accessory structures shall be separated from any main building by a minimum of six (6) feet.

4. **Setbacks.** Agricultural accessory structures shall meet all setback requirements of the main building.

B. Residential Accessory Structures. Residential accessory structures include any uses that are customarily related to a residence, including garages, greenhouses, storage sheds, studios, workshops, detached covered decks (i.e. a patio structure), detached uncovered decks and patios two and one-half (2.5) feet in height or greater, and similar structures. Uncovered decks under two and one-half (2.5) feet in height, and fences are not subject to the regulations in this section. ~~Additional~~Separate regulations for residential second units are located in Section 301.16, ~~Second~~Accessory Dwelling Units.

1. **Attached Structures.** An attached structure is not, by definition, an accessory structure. A structure shall be considered attached to a main structure if it is architecturally compatible with and made structurally a part of the main structure, including sharing a common wall or roof-line with the main structure. A structure attached with a breezeway connecting a door of the residence to a door of the detached structure, with a roof that is a minimum of eight (8) feet in width and fifteen (15) feet in length, will be considered a part of the main structure for purposes of this Ordinance. An attached structure shall comply with all requirements of this Ordinance applicable to the main structure, including, but not limited to setback requirements and height limits.

2. **Number of Structures.** The number of detached accessory structures shall be limited to two (2) unless approved by the Zoning Administrator.

3. **Size.** The floor area of detached accessory structures shall not exceed a cumulative floor area of one thousand two-hundred (1,200) square feet unless approved by the Zoning Administrator. In reviewing a request for additional size, the Zoning Administrator may consider neighborhood compatibility, overall lot coverage, relationship of the accessory structure to the main structure and use, and any circumstances unique to the neighborhood. In no case shall the accessory building exceed the ground floor area of the main building and in no case shall the maximum lot coverage allowed by the development standards be exceeded.

4. **Height.** The maximum height shall not exceed eighteen (18) feet. The Zoning Administrator may consider buildings exceeding eighteen (18) feet in height that are stepped back one (1) foot from the required side and rear setback lines for every foot of height above eighteen (18) feet up to twenty-four (24) feet

5. **Building Separation.** Detached accessory structures requiring a building permit, with the exception of shade structures, shall be separated from any main building by a minimum of six (6) feet. 6. **Setbacks.** When located in the rear one-third of a lot, detached accessory buildings shall not be located closer than four (4)

feet to any rear property line. In instances where the rear property line is coterminous with an alley right-of-way, the accessory building shall not be closer than one (1) foot to such rear property line. Detached accessory buildings shall meet all other setback requirements of the main building.

SECTION 12: Section 301.16 of Series 300 of Chapter 21 of the Porterville Municipal Code is hereby repealed and replaced as follows:

301.16 ACCESSORY DWELLING UNITS

The following standards shall apply to detached accessory dwelling units, attached accessory dwelling units, conversion accessory dwelling units, and junior accessory dwelling units.

A. Development Standards

- 1. Foundation. A permanent foundation shall be required for all accessory dwelling units.*
- 2. Passageway. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.*
- 3. Access. Every accessory dwelling unit shall have direct exterior access independent of the exterior access of the primary dwelling.*
- 4. Design. Accessory dwelling units shall be compatible with the architectural style of the primary dwelling. No bare metal, unpainted or unfinished structures are allowed. To determine architectural compatibility, the accessory dwelling unit structure must possess at least three of the following traits in common with the primary dwelling on-site:
 - a. Wall covering materials.*
 - b. Wall color.*
 - c. Roofing material.*
 - d. Roofing pitch.*
 - e. Structural eaves.*
 - f. Mass and scale of structure relative to structural height.*
 - g. Window characteristics (window shape, operational style, grids, sills, trim).**
- 5. Manufactured Homes. A manufactured home may be used as an accessory dwelling unit provided it meets the standards for new detached accessory dwelling units in this Section.*
- 6. Fire Sprinklers. Fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary dwelling(s). The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in an existing single-family or multifamily dwelling.*
- 7. Utility Connection. All accessory dwelling units shall be connected to public utilities or their equivalent, including water, electric, and sewer services. a. No separate connection between the accessory*

dwelling unit and the utility shall be required for units created within a single-family dwelling, unless the accessory dwelling unit is being constructed in connection with a new single-family dwelling.

8. Garage conversion. When a garage or other accessory structure providing off-street parking is converted to an accessory dwelling unit, the City shall not mandate removal of the existing driveway and related approach.

B. Occupancy and Conveyance Requirements

1. Long-Term Rentals Only. Rental of the accessory dwelling unit created pursuant to this section shall be for a term longer than thirty (30) days.

2. Sale and Conveyance. An accessory dwelling unit may be sold or conveyed separately from the primary residence to a qualified buyer if all the requirements of Government Code section 66431 are met.

C. Detached Accessory Dwelling Units

1. Location. Detached accessory dwelling units must be accompanied by a proposed or existing single-family or multifamily dwelling. An existing dwelling on-site may be classified as the detached accessory dwelling unit upon construction and occupation of a proposed dwelling on-site. Detached accessory dwelling units may be located in an existing accessory structure.

2. Maximum Number of Detached Accessory Dwelling Units a. When accompanied by a proposed or existing single-family dwelling, the maximum number of detached accessory dwelling units shall be one. The detached accessory dwelling unit may be in addition to an existing or proposed attached accessory dwelling unit and an existing or proposed junior accessory dwelling unit. b. When accompanied by a proposed multi-family dwelling, the maximum number of detached accessory dwelling units shall be two (2) per lot. c. When accompanied by an existing multi-family dwelling, the maximum number of detached accessory dwelling units shall be eight (8) per lot. d. In no case shall the total number of primary dwelling and accessory dwelling units exceed four on any given lot zoned for single-family residential uses.

3. Floor Area a. The minimum floor area shall be 150 square feet, or the equivalent of an efficiency unit, whichever is greater. b. When accompanied by an existing or proposed single-family dwelling, the maximum floor area shall be no more than 1,200 square feet. c. When an existing accessory structure is converted to a detached accessory dwelling unit, the maximum square feet may exceed 1,200 square feet to an amount equal to the square footage of the existing accessory structure to be converted.

4. Minimum Setbacks. The minimum side, street side, and rear yard setback shall be four (4) feet, except when converting or replacing an

existing accessory structure that is less than four (4) feet from the side, street side, or rear yard. Detached accessory dwelling units are not required to be detached from each other but must be detached from the multifamily dwelling.

5. Maximum Height. The maximum height of detached accessory dwelling units shall be as follows:

a. For one-story detached accessory dwelling units, the maximum height shall be sixteen (16) feet. Where the detached accessory dwelling unit is located within one-half (1/2) mile walking distance of a major transit stop or a high-quality transit corridor, as defined in Section 21155 of the California Public Resources Code, or with an existing or proposed multifamily dwelling of more than one-story, the maximum height shall be eighteen (18) feet.

b. For two-story detached accessory dwelling units, the maximum height shall be twenty-five (25) feet.

c. Height Exceptions.

1) An additional two (2) feet in height shall be allowed to accommodate a roof pitch on an accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.

2) When an existing accessory structure is converted to a detached accessory dwelling unit, the maximum height may exceed the limits of Section 9.195.050, subsection (E)(1) to an amount equal to the height of the existing accessory structure to be converted.

6. Parking. One (1) parking space shall be required for use by the detached accessory dwelling unit in addition to the minimum parking required for the primary single-family or multifamily dwelling(s). The surface of the parking space shall be improved and may be covered or uncovered. No parking shall be required in any of the following circumstances:

a. The detached accessory dwelling unit is located within one-half (1/2) mile walking distance of public transit.

b. The detached accessory dwelling unit is located within an architecturally and historically significant historic district.

c. The detached accessory dwelling unit is converting an existing accessory structure.

d. On-street parking permits are required but not offered to the occupant of the detached accessory dwelling unit.

e. There is a car share vehicle located within one block of the detached accessory dwelling unit.

7. Occupancy. If permitted after January 1, 2025, owner-occupancy shall be required in the primary dwelling or the newly created detached accessory dwelling unit. Owner-occupancy shall not be

required if the owner is another governmental agency, land trust, or housing organization.

8. Development Standards. *Detached accessory dwelling units shall comply with all applicable base zone district development standards, including lot coverage, floor area ratio, open space, front setbacks, and minimum lot size, unless application of any one or more of these standards precludes construction of at least an 800 square foot detached accessory dwelling unit.*

D. Attached Accessory Dwelling Units

1. Location. *Attached accessory dwelling units must be accompanied by a proposed or existing single-family or multifamily dwelling.*

2. Maximum Number of Detached Accessory Dwelling Units

a. *When accompanied by a proposed or existing single-family dwelling, the maximum number of attached accessory dwelling units shall be one (1). The attached accessory dwelling unit may be in addition to an existing or proposed detached accessory dwelling unit and an existing or proposed junior accessory dwelling unit.*

b. *In no case shall the total number of primary dwelling and accessory dwelling units exceed four (4) on any given lot zoned for single-family residential uses.*

3. Floor Area

a. *The minimum floor area shall be 150 square feet, or the equivalent of an efficiency unit, whichever is greater.*

b. *The maximum floor area shall be fifty percent (50%) of the primary dwelling unit floor area, or 1,200 square feet, whichever is greater.*

4. Minimum Setbacks. *The minimum side, street side, and rear yard setback shall be four (4) feet, except when converting or replacing an existing accessory structure that is less than four (4) feet from the side, street side, or rear yard.*

5. Maximum Height. *The maximum height of attached accessory dwelling units shall be two stories and twenty-five (25) feet or the maximum height specified by the base zone district, whichever is lower.*

6. Parking. *No parking shall be required for the attached accessory dwelling unit.*

7. Occupancy. *If permitted after January 1, 2025, owner-occupancy shall be required in either the remaining portion of the primary dwelling or the newly created attached accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.*

8. Development Standards. *Attached accessory dwelling units shall comply with all applicable base zone district development standards, including lot coverage, floor area ratio, open space, front setbacks, and minimum lot size, unless application of any one or more of these*

standards precludes construction of at least an 800 square foot attached accessory dwelling unit.

E. Conversion Accessory Dwelling Units

1. Location. Conversion accessory dwelling units are permitted within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

2. Maximum Number of Conversion Accessory Dwelling Units. The maximum number of conversion accessory dwelling units allowed shall be no more than twenty-five percent (25%) of the number of existing or proposed multifamily units. However, in no case shall less than one conversion accessory dwelling unit be allowed.

3. Floor Area

a. The minimum floor area shall be 150 square feet, or the equivalent of an efficiency unit, whichever is greater.

b. The maximum floor area shall be fifty percent (50%) of the primary dwelling unit floor area, or 1,200 square feet, whichever is greater.

4. Minimum Setbacks. The minimum side, street side, and rear yard setback shall be four (4) feet, except when converting or replacing an existing accessory structure that is less than four (4) feet from the side, street side, or rear yard.

5. Parking. No additional parking shall be required.

F. Junior Accessory Dwelling Units

1. Location. Junior accessory dwelling units must be accompanied by a proposed or existing single-family dwelling on a lot zoned for single-family use. A junior accessory dwelling unit must be located within the walls of the primary single-family dwelling, including but not limited to, an attached garage.

2. Maximum Number of Junior Accessory Dwelling Units

a. When accompanied by a proposed or existing single-family dwelling, the maximum number of junior accessory dwelling units shall be one. The junior accessory dwelling unit may be in addition to an existing or proposed detached accessory dwelling unit and an existing or proposed attached accessory dwelling unit.

b. In no case shall the total number of primary dwelling and accessory dwelling units exceed four on any given lot zoned for single-family residential uses.

3. Floor Area

a. The minimum floor area shall be 150 square feet, or the equivalent of an efficiency unit, whichever is greater.

b. The maximum floor area shall be 500 square feet.

4. Parking. *No parking shall be required for the junior accessory dwelling unit.*

5. Exterior Access. *Access shall be provided to the junior accessory dwelling unit independent from the primary dwelling.*

6. Sanitation Facilities. *Sanitation facilities may be separate or shared with the primary dwelling. If shared with the primary dwelling, the junior accessory dwelling unit shall provide an interior entry to the living area of the primary dwelling, separate from the exterior access required to the junior accessory dwelling unit.*

7. Kitchen Features. *An efficiency kitchen shall be provided, including the following minimum features:*

a. A cooktop, refrigerator, and compact sink. A removable hot plate may be considered a cooktop for purposes of this requirement. Appliances shall require no more than a 120-volt electrical connection.

b. Food preparation counter space of a minimum twenty-four (24) inches in width and a minimum of one (1) food storage cabinet of a minimum twenty-four (24) inches in width.

8. Occupancy. *Owner-occupancy shall be required in either the remaining portion of the primary dwelling or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.*

9. Deed Restriction. *A deed restriction shall be recorded on the property which shall run with the land, and a copy of which shall be provided to the planning department. The deed restriction shall include both of the following:*

a. A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family dwelling, including a statement that the deed restriction may be enforced against future purchasers.

b. A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section.

SECTION 13: Section 302.03 of Series 300 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

A. Minimum Density Bonus and Composition of Qualifying Projects. Pursuant to Government Code Section 65915, the City shall grant a density bonus in the following amounts over the otherwise allowable maximum residential density permitted by this Ordinance and the General Plan, and one (1) or more additional concessions or incentives, consistent with Government Code Section 65915 and this section, if the applicant applies for and proposes to construct any one (1) of the following:

1. Lower Income Units. A density bonus of twenty (20) percent if ten (10) percent of the total units of a housing development are affordable to lower income households, as defined in Health and Safety Code Section 50079.5.
2. Very Low Income Units. A density bonus of twenty (20) percent if five (5) percent of the total units of a housing development are affordable to very low income households, as defined in Health and Safety Code Section 50105.
3. Senior Citizen Housing Development. A density bonus of twenty (20) percent if a housing development qualifies as a Senior Citizen Housing Development, as defined in Civil Code Section 51.3.
4. Moderate Income Units in Condominium and Planned Use Developments. A density bonus of five (5) percent if ten (10) percent of the total dwelling units in a condominium project, as defined in Subdivision (f) of, or in a Planned Development, as defined in Subdivision (k) of Civil Code Section 1351, are affordable to persons and families of moderate income, as defined in Health and Safety Code Section 50093.

B. Additional Sliding Scale Density Bonus. As provided for in Government Code Section 65915(g) the number of units to which the applicant is entitled may exceed the percentage specified in Subsection (a) under the following provisions:

1. Lower Income Dwellings. For each additional one (1) percent increase above ten (10) percent units affordable to lower income households, the density bonus shall be increased by one and one-half (1.5) percent up to a maximum density bonus of thirty-five (35) percent of the maximum allowable residential density for the site.
2. Very Low Income Dwellings. For each additional one (1) percent increase above five (5) percent in the proportion of units affordable to very low income households, the density bonus shall be increased by two (2) and one-half (2.5) percent, up to a maximum of thirty-five (35) percent of the maximum allowable residential density for the site.
3. Condominium and Planned Development Units. For each additional one (1) percent increase above ten (10) percent units affordable to moderate income households, the density bonus shall be increased by one (1) percent, up to a maximum of thirty-five (35) percent of the maximum allowable residential density for the site.

C. Extra Density Bonus. Provided a resulting housing development would not restrict more than 50 percent of the total units to moderate income, lower income, or very low income households, an additional density bonus calculated pursuant to Table 302.03-A or Table 302.03-B shall be granted when an applicant proposes to construct a housing development that conforms to the requirements of Subsections (a) and (b), agrees to include additional rental or for-sale units affordable to very low income households or moderate income households, and meets any of the following requirements:

- 1. The housing development conforms to the requirements of Subsections (a) and (b) and provides 24 percent of the total units to lower income households.**

2. The housing development conforms to the requirements of Subsections (a) and (b) and provides 15 percent of the total units to very low income households.

3. The housing development conforms to the requirements of Subsections (a) and (b) and provides 44 percent of the total units to moderate-income households.

4. An additional density bonus for a housing development that meets the requirements of paragraph (1), calculated as follows. These increases shall be in addition to any increase in density granted by Subsections (a) and (b) and shall be calculated using the number of units excluding any density bonus awarded by this section.

TABLE 302.03-A: EXTRA DENSITY BONUS FOR PROJECTS WITH VERY LOW INCOME UNITS	
Percentage Very Low Income Units	Percentage Density Bonus
5	20
6	23.75
7	27.5
8	31.25
9	38.75
10	38.75

TABLE 302.03-B: EXTRA DENSITY BONUS FOR PROJECTS WITH MODERATE INCOME UNITS	
Percentage Moderate-Income Units	Percentage Density Bonus
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35
12	38.75
13	42.5
14	46.25
15	50

CD. Qualifying Projects-Number of Units. The bonuses under Subsections (a), ~~and (b),~~ **and (c)** are applicable to residential projects of five (5) or more units, and senior housing projects of more than thirty-five (35) units.

DE. Calculation of Density Bonus Units. When calculating the number of permitted density bonus units, all fractional units shall be rounded to the next higher whole number. The applicant who requests a density bonus for a project that meets two (2) or more of the eligibility requirements shall specify whether the bonus shall be awarded on the basis of paragraphs (1), (2), (3), or (4) of Section 302.03.(a), Minimum Density Bonus and

Composition of Qualifying Projects. The density bonus shall not be included when determining the number of target units to be provided in a development project.

EF. Optional Density Bonus. The City may grant a proportionally lower density bonus and/or provide concessions and/or incentives set forth in Section 302.05, Affordable Housing Concessions and Incentives, if an applicant agrees to construct a development containing less than the percentage of housing for lower or very low income households than provided in Subsection (a) of this section.

SECTION 14: Section 302.05 of Series 300 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

A. Number of Incentives or Concessions. Pursuant to Government Code Section 65915, an applicant is entitled to receive incentives and/or concessions as follows:

1. One (1) incentive or concession for projects that include at least ten (10) percent of the total units for lower income households, at least five (5) percent for very low income households, or at least ten (10) percent for persons and families of moderate income in a condominium or planned development; or
2. One (1) incentive or concession for senior citizen housing developments; or
3. Two (2) incentives or concessions for projects that include at least twenty (20) percent of the total units for lower income households, at least ten (10) percent for very low income households, or at least twenty (20) percent for persons and families of moderate income in a condominium or planned development; or
4. Three (3) incentives or concessions for projects that include at least thirty (30) percent of the total units for lower income households, at least fifteen (15) percent for very low income households, or at least thirty (30) percent for persons and families of moderate income in a condominium or planned development.

5. Four (4) incentives or concessions for projects that include at least sixteen (16) percent of the units for very low income households or at least forty-five (45) percent for persons and families of moderate income in a development in which the units are for sale.

6. Five (5) incentives or concessions for one hundred percent affordable developments, including total units and density bonus units, but exclusive of a manager's unit or units, that are for lower income households, except that up to 20 percent of the units in the development, including total units and density bonus units, may be for moderate-income households.

57. The applicant who requests incentives or concessions for a mixed-income project shall specify whether the incentives or concessions shall be awarded on the basis of paragraph one (1), two (2), three (3), ~~or four (4)~~, **five (5), or six (6)** of this section.

SECTION 15: Table 304.04(A) required Parking Spaces of Series 300 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

TABLE 304.04(A): REQUIRED ON-SITE PARKING SPACES	
<i>Land Use Classification</i>	<i>Required Parking Spaces</i>
Residential Use Classifications	
Single-family, Detached Single-family, Attached	2 covered parking for each dwelling unit.
Second Unit	See Section 301.16, Second Dwelling Units.
Multi-family Residential	1 per studio unit. 1.5 per one-bedroom unit. 2 per 2-bedroom or 3-bedroom unit. Additional bedrooms above 3: 0.5 space/bedroom. One space for each unit shall be designated for the unit and covered. One additional guest parking space shall be provided for every 5 units.
Small Family Day Care Home	None, beyond what is required for the residential use.
Large Family Day Care Home	1 per non-resident employee. 1 passenger loading space, on or off-site. (Required spaces are in addition to those required for the primary residential use).
Group Residential	1 per bed, bedroom, or dwelling unit, whichever is greatest, plus 1 guest parking space per 3 units.
Manufactured Home Park	2 on-site spaces for each dwelling unit. At least one required space shall be covered. Tandem parking allowed
Residential Care, Limited	None, beyond what is required for the residential use.
Public and Semi-Public Use Classifications	
Cemetery	To be determined by the Zoning Administrator.
Clubs and Lodges	1 for each 3 permanent seats in main assembly area, or 1 for every 50 sq. ft. of assembly area where temporary or moveable seats are provided.
Colleges and Trade Schools, Public or Private	To be determined by the Zoning Administrator based on parking demand study.
Community Center	To be determined by the Zoning Administrator.
Cultural Institutions	For theaters and auditoriums: 1 for each 3 permanent seats in main assembly area, or 1 for every 50 sq. ft. of assembly area where temporary or moveable seats are provided. Galleries and Museums: 1 for every 400 sq. ft. of floor area. Other establishments: determined by the Zoning Administrator.
Day Care Center	1 per first 5 clients, plus 1 for each additional 10 clients.
Elderly and Long Term Care	For first 10 beds: 1 per 2 beds. Additional beds: 1 additional space for each 4 beds.
Government Offices	1 per 300 sq. ft. of floor area.
Instructional Services	1 per 300 sq. ft. of floor area.
Park and Recreation Facilities, Public	To be determined by the Zoning Administrator.
Public Safety Facilities	To be determined by the Zoning Administrator.

TABLE 304.04(A): REQUIRED ON-SITE PARKING SPACES	
<i>Land Use Classification</i>	<i>Required Parking Spaces</i>
Religious Facilities	1 for each 3 permanent seats in main assembly area, or 1 for every 50 sq. ft. of assembly area where temporary or moveable seats are provided.
Residential Care, General	For first 10 beds: 1 per 2 beds. Additional beds: 1 additional space for each 4 beds.
Schools, Public or Private	Elementary and Middle Schools: 1 per classroom, plus 1 per 250 sq. ft. of office area. High Schools: .35 per student
Social Service Facilities	1 per 2300 sq. ft. of floor area.
Commercial Use Classifications	
Aircraft Sales, Services, and Storage	To be determined by the Zoning Administrator.
Animal Care, Sales and Services	
<i>Kennels</i>	1 per 1,000 sq. ft. of floor area.
<i>Pet Store</i>	1 per 250 sq. ft. of floor area.
<i>Veterinary Services</i>	1 per 250 sq. ft. of floor area.
<i>Artists' Studios</i>	1 per 1,000 sq. ft. of floor area.
Automobile/Vehicle Sales and Services	
<i>Automobile/Vehicle Rentals</i>	1 per 250 sq. ft. of office area in addition to spaces for all vehicles for rent.
<i>Automobile/Vehicle Sales and Leasing</i>	1 per 250 sq. ft. of office area, plus 1 space per 1,000 sq. ft. of indoor or outdoor sales display area. Any accessory auto repair: 2 spaces per service bay. Minimum 5 spaces per dealership.
<i>Automobile/Vehicle Repair, Major or Minor</i>	2 per service bay.
<i>Automobile/Vehicle Washing</i>	Minimum 1 space for automatic facilities, minimum 3 spaces for other facilities, plus 1 space per 250 sq. ft. of any indoor sales, office, or lounge areas.
<i>Large Vehicle and Equipment Sales, Service and Rental</i>	1 per 250 sq. ft. of office area plus 1 per 2,500 sq. ft. of sales display area.
<i>Service Station</i>	2 per service bay, if service bays are included on site. 1 per 200 sq. ft. of any convenience store on site.
<i>Towing and Impound</i>	1 per 500 sq. ft. of building area plus 1 per 0.5 acre of gross outdoor use area.
Banks and Financial Institutions (All subclassifications)	1 per 300 sq. ft. of floor area.
Building Materials Services	1 per 400 sq. ft. of floor area; 1 per 600 sq. ft. of outdoor display area.

TABLE 304.04(A): REQUIRED ON-SITE PARKING SPACES	
<i>Land Use Classification</i>	<i>Required Parking Spaces</i>
Business Services	1 per 300 sq. ft. of floor area.
Commercial Entertainment and Recreation	Establishments with seating: 1 for each 3 permanent seats in main assembly area, or 1 for every 50 sq. ft. of assembly area where temporary or moveable seats are provided. Bowling alleys: 3 per lane. Other Commercial Entertainment and Recreation uses: to be determined by Zoning Administrator.
Eating, Drinking, and Smoking Establishments	
<i>Bars/Night Clubs/Lounges</i>	Minimum 2 spaces. 1 per 75 sq. ft. of customer seating area.
<i>Coffee Shops/Cafes</i>	Minimum 2 spaces. 1 per 100 sq. ft. of customer seating area.
<i>Restaurants</i>	Minimum 2 spaces. 1 per 75 sq. ft. of customer seating area; no parking is required for outdoor seating when seats provided equal 50 percent or less of total indoor seating.
<i>Tobacco Bars</i>	Minimum 2 spaces. 1 per 75 sq. ft. of customer seating area.
Food and Beverage Retail Sales	1 per 250 sq. ft. of floor area.
Funeral Parlors and Mortuaries	1 for each 4 permanent seats in assembly areas, plus 1 per 250 sq. ft. of office area.
Hotels and Motels	1 per each living or sleeping unit, plus 2 spaces adjacent to registration office. Additional parking required for ancillary uses, such as restaurants, according to the parking requirements for the ancillary use.
Light Fleet-based services	1 per 250 sq. ft. of office floor area, plus one space for each fleet vehicle.
Maintenance and Repair Services	1 per 350 sq. ft. of building floor area, plus one space for each fleet vehicle.
Medical Facilities	
<i>Hospital</i>	1 per bed; plus 1 per 250 sq. ft. of area used for office, clinics, testing, research, administration, and similar activities associated with the principal use.
<i>Medical Clinic</i>	1 per 200 square feet
<i>Single Physician Office</i>	1 per 175 square feet
Nurseries and Garden Centers	1 per 250 sq. ft. of floor area, plus 1 per 500 sq. ft. of outside display or greenhouse area.
Offices (All Subclassifications)	1 per 250 sq. ft. of floor area.
Parking, Public or Private	1 per attendant station (in addition to the spaces that are available to public).
Personal Services	1 per 200 sq. ft. of floor area.

TABLE 304.04(A): REQUIRED ON-SITE PARKING SPACES	
<i>Land Use Classification</i>	<i>Required Parking Spaces</i>
Retail Sales	
<i>Less than 50,000 square feet</i>	1 per 250 sq. ft. of floor area.
<i>50,000 square feet or more</i>	1 per 300 sq. ft. of floor area.
Salvage and Wrecking	1 per 500 sq. ft. of building area plus 1 per 0.5 acre of gross outdoor use area.
Sexually Oriented Business	As determined by the Zoning Administrator based upon requirements for the most similar comparable use
Wholesaling and Distribution	1 per 2,000 sq. ft. of floor area.
Industrial Use Classifications	
Construction and Materials Yards	To be determined by Zoning Administrator.
Handicraft/Custom Manufacturing	1 per 2,000 sq. ft. of floor area.
Industry, General	1 per 1,000 sq. ft. of floor area.
Industry, Limited	1 per 1,000 sq. ft. of floor area.
Recycling Collection Facilities	
<i>Recycling Collection Point</i>	Minimum 1 space. Number of additional spaces to be determined by the Zoning Administrator.
<i>Recycling Processing Facility</i>	1 for each 2 employees on the maximum work shift, or 1 per 1,000 sq. ft. of floor area, whichever is greater.
Warehousing and Storage	
<i>Chemical, Mineral, and Explosives Storage</i>	1 per 2 employees or 1 per 200 sq. ft. of office area, whichever is greater.
<i>Indoor Commercial Storage</i>	1 per 1,000 sq. ft. of floor area.
<i>Outdoor Storage</i>	1 per 2 employees or 1 per 200 sq. ft. of office area, whichever is greater.
<i>Personal Storage</i>	1 space per 75 storage units, plus 1 space per 300 square feet of office area. A minimum of 5 spaces shall be provided.
Transportation, Communication, and Utilities Use Classifications	
Airports and Heliports	To be determined by the Zoning Administrator.
Communication Facilities	
<i>Antennae and Transmission Towers</i>	Minimum 1 space for maintenance and servicing. Additional spaces to be determined by the Zoning Administrator.
<i>Facilities within Buildings</i>	To be determined by the Zoning Administrator.
Freight/Truck Terminals and Warehouses	1 for each 2 employees on the maximum work shift, or 1 for each 3,000 sq. ft. of floor area, whichever is greater.
Transportation Passenger Terminals	To be determined by the Zoning Administrator.
Utilities, Major	To be determined by the Zoning Administrator.

TABLE 304.04(A): REQUIRED ON-SITE PARKING SPACES	
<i>Land Use Classification</i>	<i>Required Parking Spaces</i>
Utilities, Minor	None.
Agriculture and Extractive Use Classifications	
Crop and Animal Raising	1 for every 2 employees on the maximum shift.
Mining and Quarrying	1 for every 2 employees on the maximum shift.

SECTION 16: Section 701.02 of Series 700 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

Social Service Facilities. Any noncommercial facility, such as homeless shelters, and emergency shelters, that may also provide meals, showers, and/or laundry facilities. Specialized programs and services related to the needs of the residents may also be provided. This classification excludes transitional housing facilities that provide living accommodations for a longer term. ***This classification includes interim housing options such as navigation centers, bridge housing, and respite and recuperative care.***

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

PASSED, APPROVED, AND ADOPTED this _____ day of January, 2025.

Greg Meister, Mayor

ATTEST:

_____, City Clerk

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



CITY COUNCIL AGENDA – DECEMBER 17, 2024

SUBJECT: American Rescue Plan Act (ARPA) Funding

SOURCE: Finance

COMMENT: On March 11, 2021, the American Rescue Plan Act (ARPA), was enacted to provide federal assistance to recover from the economic and public health effects of the COVID-19 pandemic. ARPA Coronavirus State and Local Fiscal Recovery Funds provide direct financial support to states, counties, cities, and tribal governments. Eligible uses of these funds include responding to the public health emergency, addressing negative economic impacts, replacing lost revenue, providing premium pay to essential workers, and making necessary investments in water, sewer, and broadband infrastructure.

The City of Porterville received an ARPA allocation of \$19,984,717.00, disbursed in two tranches. Under U.S. Department of the Treasury guidelines, ARPA funds must be obligated by December 31, 2024, and fully expended by December 31, 2026. Funding for the ARPA operating budget of \$737,315 requires an obligation of said funds before December 31, 2024. The City is able to meet the obligation requirements and deadline by entering into an "Interagency Agreement" between itself and the City of Porterville Finance Department. ARPA guidelines allow unspent obligated funds to be reallocated between eligible projects and the operating budget.

On July 16, 2024, the Council authorized staff to distribute a Request for Proposals (RFP) for the design and installation of a prefabricated dining facility with commercial kitchen and office space and a sanitation facility with public restrooms and showers as an expansion of the Porterville Navigation Center (PNC). A total of \$2,500,000 in American Rescue Plan Act (ARPA) funds were allocated to fund this project. The proposal awarded on November 5, 2024, was for \$2,459,994. This amount did not account for a \$346,000 contingency for a total construction cost of \$2,805,994. On December 3, 2024, the Council adopted a draft resolution approving Amendment No. 3 to the Permanent Local Housing Allocation (PLHA) 5-Year Plan to reallocate PLHA Year 4 funds for this project. This amendment includes contingency language to ensure that if the funds for the PNC expansion are not needed, or if other funding sources are found, the PLHA funds can be returned to their original intended uses. A total of \$293,840 in Permanent Local Housing

Allocation (PLHA) were allocated to fund this project. Staff was directed to bring back an item to allocate the additional costs of \$12,154. However, after an internal review of the FY 2024/2025 ARPA operating budget, it was determined that \$400,000 allocated for the operation of the Navigation Center is available. Staff is requesting to reallocate \$305,994 to fund the navigation center project and the remaining \$94,006 to fund the Community Center and Park Project. Any unspent funds from FY 2024/2025 ARPA budget will be redirected to cover any budget overages for ARPA identified projects with the priority being the Navigation Center Expansion and/or the Community Center and Park Projects.

RECOMMENDATION: That the City Council:

1. Authorize the Draft Interagency Agreement between the City of Porterville and the Finance Department;
2. Authorize the Mayor to execute the Draft Interagency Agreement on behalf of the City;
3. Authorize the Finance Director to execute their portion of the Draft Interagency Agreement;
4. Authorize the reallocation of \$305,994 in American Rescue Plan Act Funds to fully fund the Porterville Navigation Center Expansion Project;
5. Authorize the reallocation of \$94,006 in American Rescue Plan Act Funds to fund the Community Center and Park Project; and
6. Authorize the Finance Director to redirect any unspent funds from FY 2024/2025 ARPA budget to cover any budget overages for ARPA identified projects with the priority being the Navigation Center Expansion Project and/or the Community Center and Park Projects.

ATTACHMENTS:

1. Staff Report 11-05-2024
2. Staff Report 12-03-2024
3. Draft Interagency Agreement
4. Obligor SLFRF Funds Through an Interagency Agreement

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Authorization to Execute Agreement - Navigation Center Expansion Project

SOURCE: Engineering and Project Management

BACKGROUND:

COMMENT: At its meeting on July 16, 2024, the City Council authorized the distribution of a Request for Proposals (RFP) for the design and installation of a prefabricated dining facility with commercial kitchen and office space and a sanitation facility with public restrooms and showers as an expansion to the Porterville Navigation Center (PNC).

On September 9, 2024, staff received one (1) proposal in response to the RFP. The lone response was received from TMJ Construction, Inc of Bakersfield as a "Joint Venture" with Andrew Goodwin Design. Staff reviewed the proposal received in accordance with the "Policy for Selecting Consultants to Provide Architectural, Engineering, and Similar Services" to ensure the submitting firm is qualified and that their proposal met the guidelines of the RFP. Staff determined during the review that the firm was both qualified and capable of completing the project however, the proposed estimate for the work far exceeded the anticipated budget for the project.

It is important to note that funding for this project included American Rescue Plan Act (ARPA) funds, which must be allocated to a project before the end of this calendar year, limiting staff's ability to entertain a rebid for the project and leading the desire to attempt negotiations for a reduced scope with the lone responding firm. Before beginning any talks with the submitting firm regarding the costs and options for the project, staff made an effort to contact the other firms listed as plan holders for the project to determine why they did not submit proposals. The responding firms' explanations included; they were not able to provide both the design and the construction of the project, the small size of the project did not justify the distance of travel for them, they did not have enough time in their schedule to accommodate this project, or they did not take on projects that were not already designed.

After receiving the multiple responses from the different firms proving their inability or disinterest in participating in the project, staff reached out to the one (1) responding firm to see if any reductions were possible to complete this project closer to the anticipated budget. A modified proposal was provided that accounted for all the requested amenities but at a reduced scale. The revised proposal was in the amount of \$2,459,994. An additional \$246,000 is necessary for construction contingency (10%) and \$100,000 is required for construction management, surveying, quality control and inspection services, equating to a total construction cost of \$2,805,994.

As previously stated, funding for this project is provided by ARPA funds in the amount of \$2,500,000. An additional \$305,994 is required to fully fund the project. There are a few funding options available to staff to cover the shortfall, but those options require a process to implement them. The shortfall in funds predominately affects the contingency portion of the total cost, which would not prevent the project from starting the design process. Staff will bring an item back to City Council at a future date to address and allocate the \$305,994 needed before actual construction work starts.

Staff has found the revised proposal acceptable.

ANALYSIS: N/A

ENVIRONMENTAL REVIEW: Construction and operation of the proposed buildings is considered a "project" under the California Environmental Quality act as defined in CEQA Guidelines Section 15378. Guidelines Section 15303, New Construction or Conversion of Small Structures, provides an exemption from CEQA for projects that would construct not more than four buildings not exceeding 10,000 square feet in the aggregate, along with minor accessory structures and necessary utilities. Since the proposed project consists of two buildings totaling approximately 3,120 square feet along with minor appurtenant facilities and utilities, the Environmental Coordinator has made a preliminary determination that it is exempt from CEQA under Guidelines Section 15303.

RECOMMENDATION: That the City Council:

1. Finds that construction and operation of the expansion of the Porterville Navigation Center as proposed herein is categorically exempt from the California Environmental Quality Act under CEQA Guidelines Section 15303, New Construction or Conversion of Small Structures.
2. Authorizes the Mayor to execute the project contract with TMJ Construction, Inc of Bakersfield (as a "Joint Venture"

with Andrew Goodwin Design) for the design and installation of the expansion to the Porterville Navigation Center in the amount of \$2,459,994;
3. Authorizes progress payments up to one hundred percent (100%) of the contract amount; and
4. Directs staff to bring an item back to City Council at a future meeting to allocate the additional \$305,994 needed to fully fund the construction portion of the project.

ATTACHMENTS:

1. Locator Map
2. Draft Contract Agreement

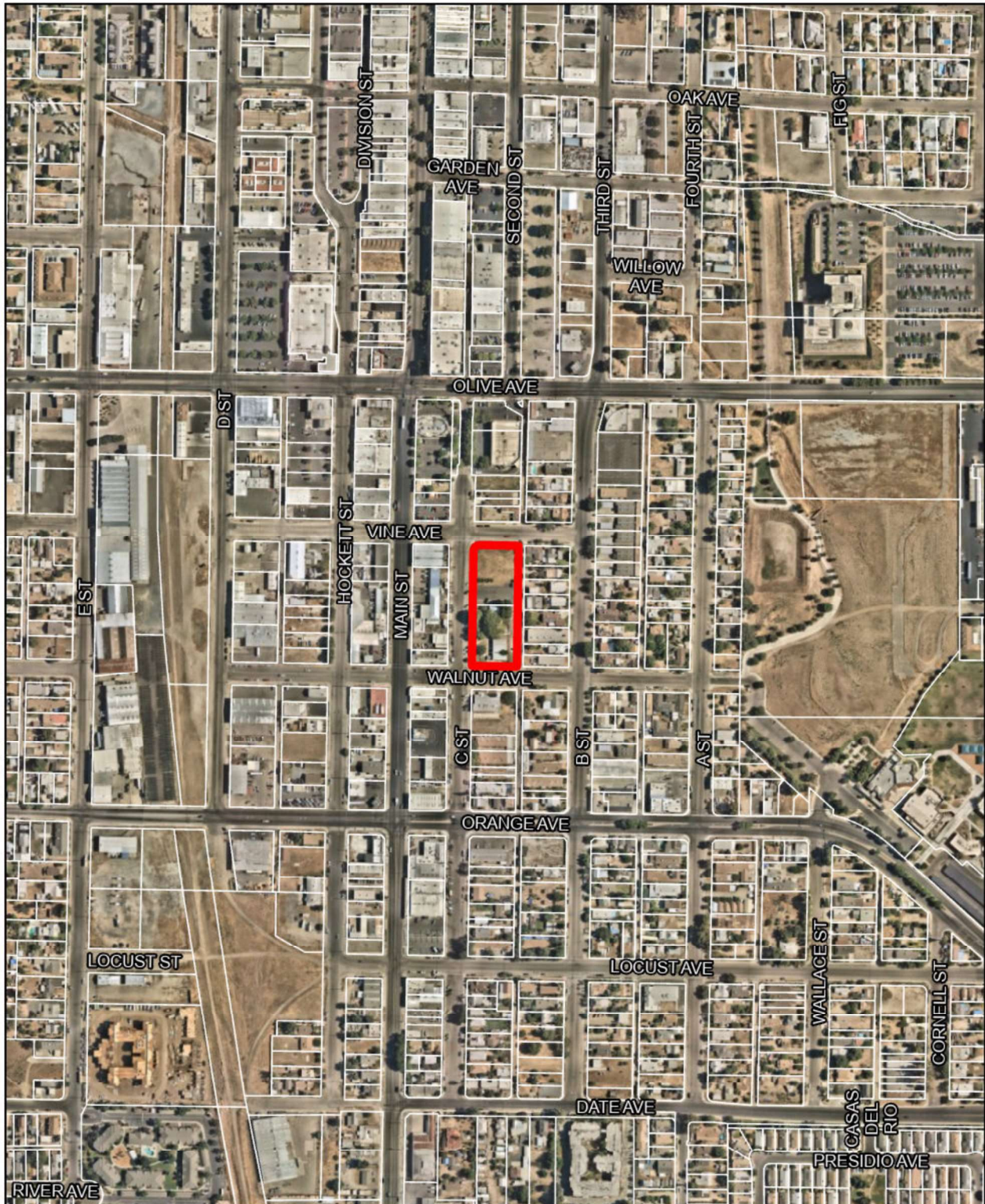
Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

Locator Map Porterville Navigation Center



140 S C St

 Project Location

1 in = 500 feet



Date Printed: 6/27/2024 by the Community Development Department

CONTRACT AGREEMENT

NAVIGATION CENTER EXPANSION PROJECT BID No. 24/25-SR1975

THIS AGREEMENT, made and entered into this ____ day of __, 2024, by and between the City of Porterville, a Municipal Corporation of the State of California, duly organized, existing and acting pursuant to the laws thereof with its principal place of business in the City of Porterville, California, hereinafter designated as the City, party of the first part, and

____ hereinafter designated as the Contractor, party of the second part,

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I. The contract documents for the aforementioned project shall consist of the Notice Inviting Sealed Bids, Proposal, Standard Specifications, Special Provisions, Plans and all referenced specifications, details, standard drawings, and appendices; together with this Contract Agreement and all affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II. For and in consideration of the payments and agreements to be made and performed by the City, the Contractor agrees with the City to furnish all materials, equipment, tools and labor and construct facilities for the City; to perform and complete in a good and workmanlike manner all the work shown on the plans and described in the specifications; and to fulfill all other obligations as set forth in the contract documents.

Said awarded contract amount:

ARTICLE III. Contractor agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV. The City hereby promises and agrees to employ said Contractor to provide the materials to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of the covenants herein contained.

ARTICLE V. The Contractor shall have the work completed by summer of 2025. The Contractor shall provide the means necessary to complete the required work within the allotted time frame. Should the Contractor fail to complete this contract, and the work provided therein within the time fixed for such completion, the Contractor shall become liable to the City for all loss and damage which the latter may suffer on account thereof; and it is hereby agreed and understood that it is and will be difficult and impossible to ascertain and determine the actual damage which the City will sustain in the event of, and by reason of, such delay. It is therefore agreed that said Contractor will pay to the City the sum of Three Thousand Dollars **(\$1,200) per day** for each and every day of delay beyond the time herein prescribed in finishing said work as liquidated damages, as herein provided, and in case the same is not paid, agrees that said City may deduct the amount thereof from any money due or that may become due said Contractor under this contract. All deductions from any money due the Contractor are considered to be liquidated damages and not a penalty. This paragraph does not exclude the recovery of damages under other provisions of the Contract Documents.

The Contractor shall not be charged with resulting damage if:

- (1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers and;
- (2) The Contractor, within 10 days from the beginning of any such delay, (unless the Engineer grants a further period of time before the date of final payment under the contract) notifies the Engineer in writing of the cause of delay. The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of facts shall be final and conclusive on the parties.

Should the contractor fail to begin work or halt work for a period of time equal to one-half (½) the original or amended contract completion time, the City shall call the contract bonds so the work can be completed by the City. Working days shall not include weather days, Saturdays, Sundays, or legal Federal holidays.

ARTICLE VI. Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VII. Contractor agrees to indemnify and hold harmless City and all of its officers, agents, employees, and assigns from any and all claims, demands, or causes of action, including related expenses, attorney's fees, and costs based on, arising out of, or in any way related to the work undertaken by Contractor hereunder, regardless of the existence of passive concurrent negligence on the part of the City or anyone acting under its direction or control or on its behalf. It is further the intent of the parties that this indemnification requirement is not intended to relieve City from liability for the active negligence of City, its officers, agents and employees.

ARTICLE VIII. Contractor affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

ARTICLE IX. The Notice Inviting Proposal, Proposal, Non Collusion Affidavit, Bond for Faithful Performance, Bond for Material men and Laborers, Contract Agreement, Request for Proposals, and the Plans to be provided and approved mentioned therein together with all appendices, all of which are hereto attached, are hereby incorporated in and made part of this Agreement.

ARTICLE X. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF: The parties hereto have caused this Contract to be executed the day and year first above written.

(City Seal)

CITY OF PORTERVILLE

ATTEST:

By _____
Martha A. Flores, Mayor

Patrice Hildreth, City Clerk

Contractor

By _____

Title _____

"Attachment A"

PROPOSAL FORM

RFP No. SR 1975

Submit this Form, completely filled out and signed, along with your completed Proposal, which must include the below listed items in the Request for Proposal.

Proposal must include the following items:

1. **X** INTRODUCTION (See Pages 8,9)
2. **X** LIST OF SUBCONTRACTORS (See Pages 2, 3, 13)
3. **X** ITEMIZED LIST OF ALL COSTS (See Pages 14, 15)
4. **X** DESIGN CONCEPT (See Pages 16 - 19)
5. **X** WORK PLAN (See Pages 20, 21)
6. **X** PROJECT SCHEDULE/TIMELINE (See Pages 22)
7. **X** REFERENCES (See Pages 6)
8. **X** GUARANTEE (See Pages 4)
9. **X** INSURANCE CERTIFICATION (See Pages 5)
10. **ARCHITECT' INFO & EXPERIENCE** (See Pages 10 - 12)

The undersigned offers and agrees to perform all work, upon which the prices are quoted, at the price set on the Proposal Form, if this Proposal is accepted within sixty (45) days of the submission due date. The undersigned certifies that all restroom building equipment and materials specified in this proposal meet or exceed all required standards. The undersigned further agrees that if approved, building installation work will be provided by a licensed contractor qualified to install this type of equipment.

Proposer acknowledges receipt of the following Addenda: ADDENDUM #1 (See Page 7)

WARNING: If an addendum or addenda have been issued by the administering agency and not noted above as being received by the Proposer, this proposal may be rejected.

TOTAL COST OF PROPOSAL: \$2,361,745.00 (without P&P Bond)*

\$2,459,994.00 (with P&P Bond) *

PROPOSER'S INFORMATION

(*) PAYMENT TERMS for MODULAR BLDGS (See Page 23)

By signing below, the signee name below is authorized to do so for the listed company, as listed on the Bidders Information section and by electronically signing below, the business named below expressly agrees to execute this contract electronically and each signature signifies as a legally bound e-signature per the U.S. Electronic Signature and Records Association Act and Uniform Electronic Transitions Act.

By signing below, I certify all of the above figures have been carefully checked and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

By signing below, I certify I have visited the project site, aware of existing conditions which affect the

work, and reviewed the Contract Documents, including all Addenda.

By signing below, I certify under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code).

By signing below, I certify under penalty of perjury under the laws of the State of California and the United States of America, that Non-Collusion Declaration of Contractor; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

1. Proposing Firm TMJ CONSTRUCTION INC.	2. ☐ Type of Business ☒ Corporation ☐ Jt. Venture Partnership ☐ Individual DBA
3. Business Address 15608 AZALEA SPRINGS AVE	4. Telephone Number (661) 520-8259 ()
City State Zip BAKERSFIELD, CA 93257	5. Fax Number (661) 695-4924
6. E-mail Address edafelucidario@tmjconstructionco.com	8. Signature of Authorized Person 
7. Name of Authorized Person ED A. FELICIDARIO	

LIST OF SUBCONTRACTORS

The undersigned certifies that he/she has used the sub-bids of the following listed Subcontractors in making up his/her Proposal, and that the duly licensed Subcontractors listed will be used for the work for which they bid, subject to the approval of the City Engineer, and in accordance with the applicable provisions of these Specifications and Plans.

CLASSIFICATION	SUBCONTRACTOR	ADDRESS & TELEPHONE NO.	STATE LICENSE

SEE SEPARATE SPREADSHEET (PAGE 9) FOR
LIST OF SUBCONTRACTORS

	SEE SEPARATE SPREADSHEET FOR LIST OF SUBCONTRACTORS		

OCTOBER 22, 2024

Date

TMJ CONSTRUCTION INC. - ED A. FELICIDARIO

Proposer's Name

GUARANTEE

The undersigned guarantees to the Owner

That the construction and installation of work for:

Project: TMJ CONSTRUCTION INC.

Contract: RFP #24/25-SR 1975 - Design/Installation of Prefabricated Dining Hall and Sanitation Facility

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work of any part thereof fail to operate properly as originally intended and in accordance with the Plans and Specifications, due to any of the above causes, all within twelve (12) months after the date on which the contract is accepted by the owner, the undersigned agrees to reimburse the Owner, upon demand, for its expense incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the owner, to replace any such material and to repair said work completely without cost to the owner, so that said work will function successfully as originally contemplated.

In the event the owner elects to have said work performed by the undersigned, the owner undersigned agrees that the repairs shall be furnished and installed within a reasonable time after the receipt of the demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

Contractor:

Business Name: TMJ CONSTRUCTION INC.

Name: ED A. FELICIDARIO

Title: PRESIDENT

Signature:  Date OCTOBER 22, 2024

INSURANCE CERTIFICATION

By signing below, I hereby certify that

TMJ CONSTRUCTION INC.

(Insert company name)

is currently insured by an insurance company that is an "Authorized" carrier by the Insurance Commissioner of the California State Department of Insurance to transact the business of insurance in the State of California and shall be written by insurers with a current A.M. Best Rating of "A-" or better, and a financial size of "VII" or greater. Said insurance will expire on SEPTEMBER 28, 2025

I further hereby certify that, as the signer of this Bid Proposal, I have read and understand the City's insurance requirements as described in the Section entitled "Certificate of Insurance" within these Specifications and that proof of insurance shall be required before the Public Works Services Contract is recommended for award. Such proof shall be provided on an ISO Accord 25(s) form and an endorsement naming the City of Coalinga as additionally insured is on the ISO CG 20 10 11 85 form or any other comparable endorsement, which does not further limit coverage, and which may be approved and accepted by the City.

ED A. FELICIDARIO

(Print name)

Signature of Bidder: _____



OCTOBER 22, 2024

(Date)

REFERENCES

The Proposer shall provide below at least three (3) separate project references with similar size and design of building and restroom services as specified herein for a previous five (5) year period from the issuance of this document.

Reference #1	
Client	CITY of PORTERVILLE
Contact Name	SARAH WEAVER
Phone Number	(559) 782-7499
Email	sweaver@ci.porterville.ca.us
Project Name	FIRE STN 72 CLASSROOM REMODEL
Description and Year Completed	Remodel of an existing Fire Station Classrooms, including adding (4) Showers, Men's & Women's Restrooms. Project was completed in March 2024.
Reference #1	
Client	YK America
Contact Name	DAVID WANG
Phone Number	(626) 327-4792
Email	DavidW@ykamerica.com
Project Name	GRAPEVINE VILLA APARTMENTS, DELANO CA
Description and Year Completed	New construction of (12) 12-Unit Apartment Bldgs and a 2,500SF Community Bldg & Pool, including Offsite & Onsite Construction, Coordination with Utility Companies & City. Project was completed in November 2019.
Reference #1	
Client	NNN RETAIL DEVELOPMENT
Contact Name	DAVID CHURCH
Phone Number	(848) 354-0007
Email	david@nnnretaildevelopment.com
Project Name	DOLLAR GENERAL STORE, RIVERBANK CA
Description and Year Completed	New construction of a 9,100 SF pre-mfd steel building with CMU stem walls, tenant improvements, Onsite & Offsite Improvements, Coordination with Utility Companies & City. Project was completed in October 2019.

NOTE: For specific construction and installation of Modular Buildings, we are planning to hire a modular building supplier & contractor with extensive experience in the modular building systems construction. We will coordinate, schedule and perform the design / engineering / permitting of these and allo associated work. See cost breakdown for details.

**CITY OF PORTERVILLE
CALIFORNIA
DESIGN/INSTALLATION OF PREFABRICATED
DINING HALL AND SANITATION FACILITY
RFP NO. 24/25-SR1975**

BEGINNING OF ADDENDUM No. 1

Date: August 22, 2024

ITEM No. 1

On page four (4), Section VI, of the RFP, change submittal deadline from Friday, August 30, 2024, by 4:00 pm to **Monday, September 9, 2024, at 4:00 p.m.**

END OF ADDENDUM No. 1

/s/ Janie Rodriguez, Purchasing Agent

This addendum must be signed and submitted with the bid proposal.
Bid proposals submitted without this sheet will not be considered.

Firm: TMJ CONSTRUCTION INC.

By: ED A. FELICIDARIO



Authorized Signature

Date: OCTOBER 22, 2024



TMJ Construction Company
CSLB License Number 1016613
661-520-8259
edafelucidario@tmjconstructionco.com

September 9, 2024

Ms. Claudia Calderon
Community Development Director
City of Porterville
291 N. Main Street
Porterville, CA 93257

SUBJECT: PROPOSER's INTRODUCTION LETTER

REFERENCE: Design / Installation of Prefabricated Dining Hall & Sanitation Facility
Porterville Navigation Center (PNC)
140 S C Street, Porterville CA 93257

Dear Ms. Calderon,

I would like to express our gratitude in acquiring this invitation to provide a bid proposal for the above-referenced project.

TMJ Construction has been in business since July 2016, after careful consideration and urging from clients, industry associates and family members for a lot of years.

I've personally been in the construction industry since early 1993 after graduating from Cal Poly San Luis Obispo with a Bachelor's of Science degree in Mechanical Engineering in 1992.

I was hired as a mechanical designer for a M/E/P contractor in Santa Barbara CA, but was quickly promoted to an estimator, buyer, a project engineer and eventually a senior project engineer. This contractor's work was mostly in the public sector with clients such as the US Navy, Air Force, SB Airport, City of Santa Barbara to name a few. After 4+ years in Santa Barbara, I moved to Irvine CA to pursue work in the private sector as a project manager mostly running projects in the retail, multi-family housing, industrial, hospitality and commercial office projects.

Working in Irvine for over 6 years and raising (2) toddlers with a 3rd on the way, my wife and I made a family decision to leave the rat race of Orange County to move back "home" closer to family to raise our (3) children in Bakersfield CA in late 2003.

Over the past 20 years, I've worked for a large contractor for over 11 years as a project manager and eventually left them for a better opportunity to work initially for one of my colleagues from Irvine as a Principal to develop and build the Southwest side of Delano from 2012 – 2016, developing and building approximately 120 acres of retail, including offsite & onsite construction such as approx. 5-6 miles of street improvements, traffic lights, irrigation & landscaping, underground wet & dry utilities.

From 2016 – 2019, I brought in financial partners to complete the project that my colleague and I started, which included the multi-family and hospitality projects.

The covid pandemic of 2020 was devastating for the growth of TMJ Construction. We not only missed out on the second phase of the multi-family housing project, but also lost (3) retail pad buildings which were scratched due to economic crisis in the retail and restaurant industries.



TMJ Construction Company
CSLB License Number 1016613
661-520-8259

edafelicidario@tmjconstructionco.com

However, we were blessed to have survived the pandemic and economic crisis by performing smaller projects and concentrating on customer service, quality of work and responsiveness. We've continue to grow exponentially from literally "zero" work from most of 2020, with 2024 being the best year to date, since 2019.

Our staff is made up of career construction workers and leaders. My main superintendent has over 20 years of experience, while my office support have over 15 years of construction service experience in accounting and project coordination.

In addition, we've partnered with a local, AGD, who has extensive experience in public works and private sector projects as it relates to restaurant kitchens and dining halls, office buildings, restroom and shower facilities.

We offer an extensive background in pre-construction planning and project execution, which bodes well for the immense amount of work that will be required to coordinate, designate and schedule work outside of our scope of work, particularly the cross coordination with our architect partner and its design consultants and engineers and the modular building systems designers and engineers. TMJ Construction will set-up and conduct these meetings until we acquire the plan check set of plans for submittal to the City of Porterville.

Moreover, during the construction phase, our process in communicating with and coordinating and schedule the trades have been proven successful.

We will provide 4 week lookahead schedules to all of the subcontractors on a weekly basis, in addition to contacting them via phone calls, texts and/or emails prior to start of their specific work to ensure that they have the materials ordered and ready to mobilize and provide their construction services when called upon to alleviate needless delays.

For an extensive look at our detailed Work Plan, please see attached Work Plan Narrative and Construction Schedule for your reference.

In conclusion, I'd like to reiterate our gratitude for this opportunity and look forward to hearing back from you in this regard.

Please contact me at your earliest convenience via email or phone call, if you have any questions or need any additional information in this regard.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ed A. Felicidadario', with a long horizontal line extending to the right.

Ed A. Felicidadario
TMJ Construction Inc.

YEAR FOUNDED

2015

ORGANIZATIONAL STRUCTURE

California Corporation
EIN 3942961

Small Business Certification ID
2030513 (California)

NUMBER OF OFFICES

1238 Monterey Street
San Luis Obispo, CA (Headquarters)

311 N 2nd Street, Suite B
Porterville, CA (Central Valley Office)

SATELLITE OFFICES

Salinas, CA
Ventura, CA
Davis, CA (coming Fall 2024)

CORPORATE OFFICERS

Andrew Goodwin, President
Elyse Goodwin, Secretary/Treasurer
Alex Ceballos, Partner
* above are owners as well

EMPLOYEES

16 TOTAL

Regional to Livingston: 2
State of California: 16

POINT OF CONTACT

Andrew Goodwin, AIA, NCARB,
C34213
Owner/Principal Architect
1238 Monterey Street
San Luis Obispo, CA 93401
513.505.9373 (cell)
805.439.1611 x109 (office)
andrew@andrewgoodwin.us

COMPANY HISTORY

Andrew Goodwin Designs (AGD) is an architecture and design practice with a strong focus on sustainability and social impact. AGD has offices on the Central Coast and in the Central Valley of California, and its current work includes providing design and architecture services to clients primarily throughout California. AGD's company services include architecture, design, and planning and project types range from education, boutique commercial, hospitality, residential and community or civic projects. AGD's work also allows the team to continue to provide pro-bono services to non-profits throughout the world when the need arises.

Our mission is to design projects that transform lives and living through a spirit of stewardship for our clients, communities, and the environment. We achieve our mission through stewardship of our talents, work, environment, and personal lives. We search for quality in our design and architecture that does not compromise our mission of stewardship.

AGD has received numerous awards including the AIA CA Norma Sklarek Award 2017, AIA Emerging Professionals Exhibit 2017 "Citizen Design" and numerous AIA CCC Citation Awards and Project of the Month Awards. In 2023, Andrew Goodwin, AIA was awarded the Young Architect Award by the AIA California Academy of Emerging Professionals for outstanding achievements in the first 10 years of being a licensed architect.

LENGTH OF EXPERIENCE

AGD's team for this proposal will include Principal Andrew Goodwin, AIA and Senior Architect Michael DeMartini, AIA. The two Architects on this project have over 35 years of experience providing design and architecture services for cities and municipalities. Associate Project Manager Angelique Macklin, Job Captain Josebet Luna, and Job Captain Ryan Tran will accompany the team as needed to provide redundancy in support.

Andrew Goodwin, AIA (Principal Architect) has worked as a lead designer, project manager, and project architect on libraries, city halls, community centers, and similar public buildings since 2007. Over the past ten years, he has led the design and architecture of the award winning Sunzu Yacu Community Center in Rwanda, the Conejo Community Center and Park in Thousand Oaks, and the Leroy Park Community Center in Guadalupe, California.

Michael DeMartini, AIA (QA/QC) has been working on public buildings since 2003. Over the past 10 years, he has been the lead Project Manager/ Senior Architect for the Guadalupe LeRoy Park Community Center, the Conejo Community Park Center, Atascadero Public Library, and the Betteravia Government Center in Santa Maria.

SERVICES

Planning

Land Use Planning
Development and PreDesign
Space Planning
Community Engagement
Campus Master Planning
Facilities Master Planning

Architecture

Civic and Public Works
Parks and Recreation
K-12 Education
Retail
Housing
Hospitality
Office and Commercial

Design

Full-Scope Design Services
3D Modeling and Simulations
Sustainable Design
LEED Certification
Feasibility Studies
Branding
Visualization

CLAIMS AND FAILURES HISTORY

AGD has no history of errors and omissions within the lifetime of the firm. Over the life of the firm, the team at AGD has made it a point to work with all clients and consultants to maintain a high level of scrutiny over the design and engineering services provided. This also means that if there is an issue during construction that AGD takes all necessary professional, legal, and financial steps to make things correct in the eyes of all parties involved. This is why there have been no claims made to date.

AGD and our staff have no open civil or criminal litigations and there are no pending lawsuits. AGD maintains that there are no contract failures or claims.

FINANCIAL STABILITY

AGD has maintained a steady growth in staff and gross revenue since its inception in 2015. AGD was incorporated in 2015 from a sole proprietorship in 2014. Between the years of 2015 and 2024, AGD has maintained its designation as a Small Business Certified in the State of California (SB Micro). The Small Business Certification is due to expire in 2025.

As a corporation, AGD maintains a health bank account with Wells Fargo Bank and Coast Hills Credit Union. AGD has no lines of credit, has no debt, and is not leveraged against anything. AGD has a healthy amount of projects in other divisions, not effecting this contract, that keep the office financially stable. Our work in residential, commercial, and education sectors have helped to provide a healthy financial balance during economic turmoil.

QUALIFICATIONS

AGD has been dedicated to helping communities around California in their desires to provide safe, equitable, and dignifying community assets such as community centers, parks, and libraries since our inception. We fight for our clients, and this means helping with grant proposals, capital campaigns, and public outreach, in order for all communities to provide quality spaces for their citizens to enjoy. Livingston is no exception.

AGD may not be the largest or oldest firm that could propose on this project; but we dedicate our full attention, the backing of our full staff and go above and beyond the scope of our contracts if needed. Livingston is a community we want to service because it reminds us of our home. Our team is from small communities and we believe in giving back to those that need good design- not just the ones that can afford it. Let our team service you and see how we can partner to make a difference in your community.

EXPERIENCE AND REFERENCES

AGD and O'Dell Engineering have a wonderful history of providing services for projects similar to this project. The following is a short synopsis of AGD's current and past experience with local governmental agencies where we provided architectural services on community projects. This experience reinforces that our team is qualified to perform this project.

PREVIOUS PUBLIC/CIVIC EXPERIENCE - PRIME CONSULTANT (AGD)

- **County of SLO:**
Water Quality Lab Renovation, Health Annex Roof Replacement, Courthouse Roof Replacement, Sobering Center Remodel, New Canopy Structure, American Legion Hall Accessible Upgrade Remodel.
- **City of Camarillo:**
City Hall Needs Assessment, City Hall Restroom and Break Room Remodel, City Corporate Yard Restroom Remodel, City Corporate Yard Lighting Upgrade, City Police Yard Upgrades.
- **City of Santa Maria:**
City Library Remodel, Public Works Annex Yard Expansion, Waterwater Treatment Plan Office Expansion, Paul Nelson Pool House Needs Assessment.
- **City of Lindsay:**
Lindsay Community Center Design Development, Transit Center Design Development.
- **Conejo Community Park and Center, Thousand Oaks, CA**
- **City of Guadalupe:**
Royal Theater Preservation and Addition, LeRoy Park Community Center and Park Rehab.
- **City of Porterville:**
City Hall Renovation, Library Temporary Relocation/Renovation, Veteran's Park ADA Upgrades, Zalud Park ADA Upgrades, Airport Restroom ADA Upgrade, Library ADA Upgrades, Police Storage Unit Building, Porterville, CA

REFERENCES FOR PRIME CONSULTANT (AGD)

CITY OF GUADALUPE 918 Obispo Street, Guadalupe, CA 93434, 805-356-3903

Project: LeRoy Park Community Center and Park
Cost: \$4,200,000.00 Phase 1, \$1,700,000.00 Phase 2.
Description: Programming and Major Remodel and Addition to existing Community Center and complete renovation of existing community park, playground, and landscape.
Staff: Andrew Goodwin, AIA (Architect, QA/QC Manager), Michael Demartini (Senior Project Architect)
Client Manager: Todd Bodem, City Administrator, tbodem@ci.guadalupe.ca.us, 805-356-3891
Years: 2018-2022 (first phase), 2023- present (second phase)

CITY OF PORTERVILLE 291 North Main Street, Porterville, CA 93257, 559-782-7499

Project: Remodel of City Hall, Remodel of Park restrooms, and Tenant Improvement for Library
Cost: Less than \$250,000.00
Description: ADA upgrades provided for multiple park restroom buildings, the airway cafe building at the city airport, the city library, and the city hall.
Staff: Andrew Goodwin, AIA (Architect)
Client Manager: Sarah Weaver, Project Manager of Engineering Division - 559-791-7843
Years: 2019-2023

CONEJO RECREATION & PARK DISTRICT 403 W Hillcrest Drive, Thousand Oaks, CA 91360

Project: Conejo Community Center and Park
Cost: Greater than \$10,000,000.00 estimate.
Description: New 15,000sf community center and renovation to the existing Conejo Community Park, landscaping, and parking lot.
Staff: Andrew Goodwin, AIA (Architect, QA/QC Manager), Michael Demartini (Senior Project Architect)
Client Manager: Andrew Mooney, Senior Park Planner - 805-495-6471, amooney@crpd.org
Years: 2020- present

Project: DESIGN / INSTALLATION of PREFABRICATED DINING HALL & SANITATION FACILITY
RFP: #24/25-SR1975
Location: PORTERVILLE NAVIGATION CENTER (PNC), 140 S C Street, Porterville, CA 93257
Date: 9/9/24

LIST of SUBCONTRACTORS

CLASSIFICATION	SUB-CONTRATOR	License	ADDRESS	BUS PH:
Architect	Andrew Goodwin Designs, Inc.	n/a	311 N 2nd Street, Suite B7, Porterville CA 93257	(559) 359-8789
Asphalt Paving	Burtch Construction	686970	PO Box 80546, Bakersfield, CA 93380	(661)399-1736
Asphalt Paving	Kern Asphalt	812686	2000 Norris Rd, Bakersfield, CA 93308	(661)391-8000
Awnings	Americal Awnings	435392	2122 Q ST Bakersfield, CA 93301	(661)328-1292
Concrete	Bakersfield Concrete	253275	17955 Rosedale Hwy, Bakersfield, CA 93314	(661)387-1020 x201
Concrete	Baymarr Constructors	536921	6950 McDivitt Drive Bakersfield, CA 93313	(661)395-1676
Concrete	Burtch Construction	686970	PO Box 80546, Bakersfield, CA 93380	(661)399-1736
Concrete	Cerda Concrete	966228	PO BOX 70936 Bakersfield, CA 93387	(661)324-4155
Concrete	Monroe Construction Inc.	704169	1901 Mineral Courth Suite B Bakersfield, CA 93308	(661)833-8009
Concrete	Simmons Construction Inc.	356503	3111 Landco Drive Bakersfield, CA 93308	(661)636-1321
Earthwork	Dirt Worx	792795	PO BOX 82275 Bakersfield, CA 93380	(661)393-5526
Earthwork	Reddig Excavation	852806	20288 Valley Blvd Tehachapi, CA 93561	(661)823-1000
Electrical	Bronco Electric	427730	1711 Art Street Bakersfield, CA 93312-2135	(661)589-9439
Electrical	Flavio H Electric Inc.	925299	6912 Felbridge Ct, Bakersfield, CA 93307	(661) 829-9665
Electrical	GP Electric	1022997	12553 Meacham Road, Bakersfield CA 93312	(661) 912-4807
Electrical	Pavletich Electric	719733	6308 Seven Seas Ave Bakersfield, CA 93308	(661)589-9473
HVAC	Air King	1054127	PO Box 696, Delano CA 93216	(661) 725-6000
HVAC	HPS Mechanical	793014	3100 East Belle Terrace Bakersfield, CA 93307	(661)397-2121
HVAC	Journey Air	579030	103 Michigan St, Bakersfield, CA 93307	(661)322-1633
HVAC	Kern Mechanical	787317	2830 Fairhaven Dr, Bakersfield, CA 93308	(661)319-2963
Landscape & Irrigation	American Hydro Tech	796288	6751 McDivitt Drive Bakersfield, CA 93313	(661)832-0123
Landscape & Irrigation	Kern Sprinkler	594630	5001 Woodmere Dr, Bakersfield, CA 93313	(661)832-3121
Landscape & Irrigation	Mike Letourneau Landscape	966324	17442 Kraneburg Ave Bakersfield, CA 93314	(661)979-5114
Landscape & Irrigation	Rudy's Landscape	755373	1106 Quantico Ave, Bakersfield, CA 93307	(661)325-3596
Lath & Plaster	Fresno Plastering	945093	2574 S. Cherry Avenue Fresno, CA 93706	(559)486-1981
Masonry	Grijalva Contractors	868303	PO BOX 22318 Bakersfield, CA 93390	(661)587-4067
Masonry	Hernandez Masonry	881204	14717 Henderson Ave, Bakersfield, CA 93314-9222	(661) 432-7600
Masonry	Hollingshead Masonry	expired	1913 Mornign Rose Dr. Bakersfield, CA 93312	(661)589-1081
Masonry	Kern Masonry	830717	PO BOX 80334 Bakersfield, CA 93380	(661)399-6006
Masonry	Superior Masonry Structures	926531	9206 Breadway Ave Bakersfield, CA 93311	(661)663-4170
Modular	American Modular Systems	555602	787 Spreckles Ave, Manteca CA 95336	(209) 362-3535
Modular	ContekPro		9826 SW Tigard Street, Portland OR 97223	
Modular	Enviroplex	640557	4777 Carpenter Rd, Stockton CA 95215	(866) 924-3589
Modular	JTS Modular	798919	7001 McDivitt Dr # B, Bakersfield, CA 93313	(661) 835-9270
Modular	Kitchens To Go		131 West Jefferson Ave, Ste 223, Naperville, IL 80540	(630) 355-1660
Modular	Mehleis Modular Buildings, Inc	473488	1303 E. Lodi Avenue, Lodi CA 95240	(209) 334-4637
Modular	Mobile Modular	450299	2275 Fitzgerald Drive, Dixon CA 95620	
Painting	Herrera's Painting Inc.	873176	6212 Caragena Ave Bakersfield, CA 93313	(661)340-4148
Painting	Roy Davies Paint	825606	PO BOX 82223 Bakersfield, CA 93380	(661)323-2444
Painting	Saleh Co.	268108	2361 Cepheus Court Bakersfield, CA 93308	(661)393-8842
Painting	TLC Painting & Decorating	859548	3600 Stone Creek Ave Bakersfield, CA	(661)837-8319
Plaster	Grijalva Contractors	868303	PO BOX 22318 Bakersfield, CA 93390	(661)587-4067
Plaster	Kenyon Plastering	946474	30520 Road 64 Vilsaia, CA 93291	(559)651-8420
Plumbing	GRC Plumbing	914768	440 Peale Way Bakersfield, CA 93311	(661)487-5277
Plumbing	HPS Mechanical	793014	3100 East Belle Terrace Bakersfield, CA 93307	(661)397-2121
Plumbing	J. Noble Binns Plumbing Co.	481544	3529 Pegasus Dr Bakersfield, CA 93308	(661)615-6101
Plumbing	PIE Con Plumbing	912151	7960 Johnson Road Bakersfield, CA 93314	(661)589-1543
Plumbing	Sunset Mechanical	589517	4617 Kimber Ave, Bakersfield, CA 93307	(661)322-0660
Sheet Metal	Bradford Sheet Metal	698537	17760 Cavan Ct Tehachapi, CA 93561	(661)951-6507
Sheet Metal	Midstate Sheet Metal	840189	2604 Q St Bakersfield, CA 93301	(661)201-3002
Sheet Metal	Weiss Sheetmetal	139335	1715 West 135th Street Gardena, CA 90249	(310)354-2700



Project: DESIGN / INSTALLATION of PREFABRICATED DINING HALL & SANITATION FACILITY
RFP: #24/25-SR1975
Location: PORTERVILLE NAVIGATION CENTER (PNC), 140 S C Street, Porterville, CA 93257
Date: 10/22/24

TOTAL PROJECTED COST/SF: \$ 788.46 \$/SF
PROJECT DURATION: 9 MONTHS
BUILDING AREA: 3,120 SF
BASE BID AMOUNT \$ 2,361,745
PAYMENT & PERFORMANCE BOND \$ 98,249
GRAND TOTAL AMOUNT (INCL P&P BOND) \$ 2,459,994

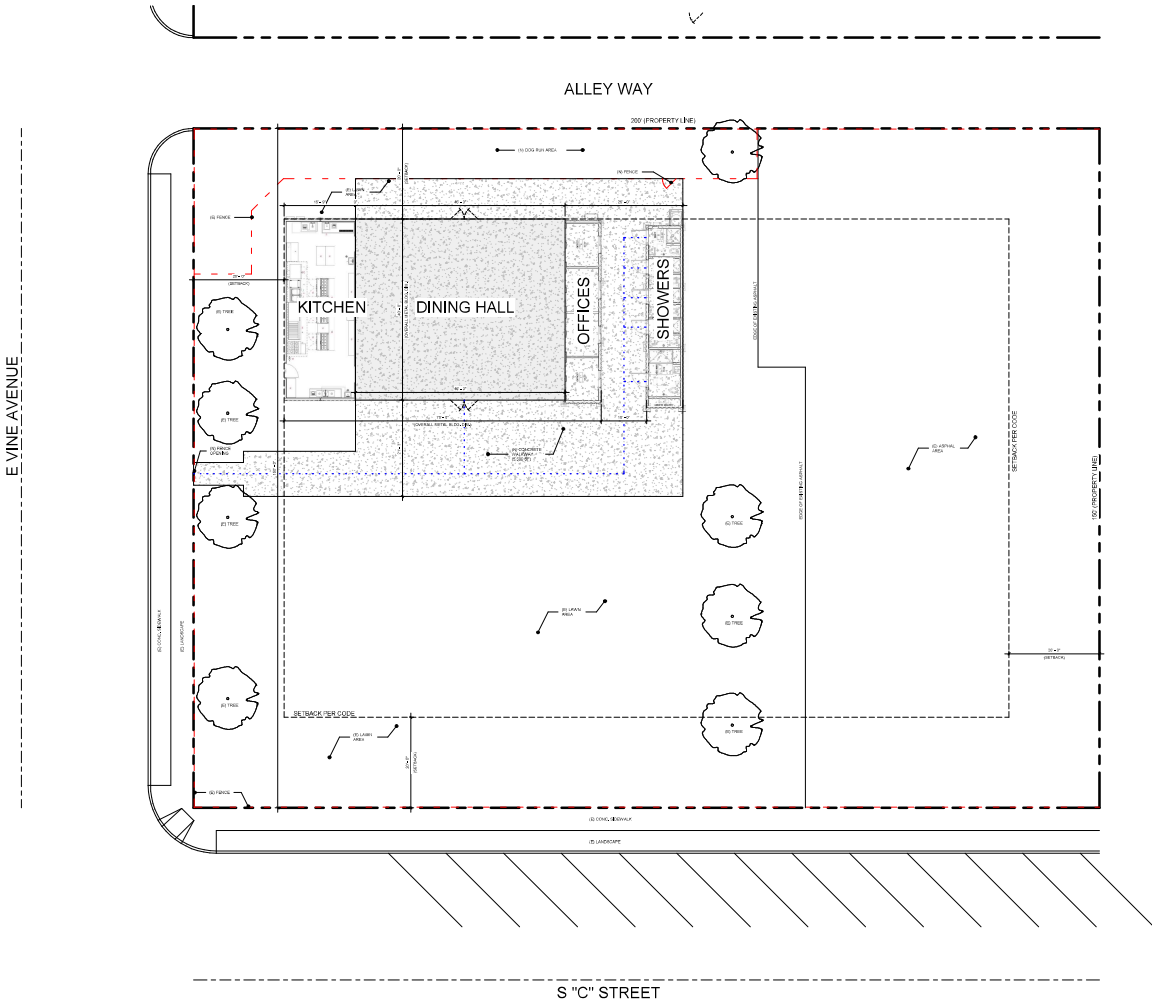
SECTION	DESCRIPTION	10/22/2024	COMMENTS
01-040	ARCH / STRUCT ENG	\$ 162,000.00	ALLOWANCE 8% of CONSTRUCTION COSTS
01-070	CIVIL ENG	\$ -	INCL w/01-040
01-080	M/E/P ENG	\$ -	INCL w/01-040
01-085	T-24	\$ -	EXCLUDED
01-090	Soils Engineering / Soils Report	\$ -	INCL w/01-040
02-005	Project Survey	\$ 15,000	ALLOWANCE
02-210	Demolition	\$ -	INCL w/02-300
02-211	Site Clearing	\$ -	INCL w/02-300
02-300	Earthwork	\$ 80,000	ALLOWANCE
02-505	U/G Wet Utilities	\$ -	EXCLUDED
02-505	U/G Dry Utilities	\$ -	EXCLUDED
02-740	A/C Paving	\$ -	EXCLUDED
02-750	Pavement Markings & Bumpers	\$ -	INCL w/02-740
02-800	Landscape & Irrigation	\$ -	EXCLUDED
02-820	Fencing	\$ -	EXCLUDED
02-900	Site Furnishings	\$ -	EXCLUDED
03-300	Building Concrete	\$ 210,000	ALLOWANCE for "3 in RAT SLAB"
03-305	Site Concrete	\$ -	INCL w/03-300 - ALLOWANCE FOR APPROX 550 SF
04-400	Stone Veneer	\$ 38,000	ALLOWANCE FOR 3' WAINSCOT
04-805	Trash Enclosure	\$ -	EXCLUDED
05-120	Handrails	\$ -	INCL w/06-100
05-410	Metal Stud Framing	\$ 142,000	ALLOWANCE FOR EXTERIOR FRAMING
05-510	Misc. Metal/Canopies	\$ 20,000	ALLOWANCE FOR (4) 4' AWNINGS PER FLOOR
06-100	Rough Carpentry	\$ 35,000	ALLOWANCE FOR PATIO DECKS & RAMP (\$35/SF)
06-200	Finish Carpentry - LABOR	\$ -	EXCLUDED
07-510	Roofing	\$ -	INCL w/03-220, 13-490, 13-495
08-110	Doors & Frames	\$ -	INCL w/13-220, 13-490, 13-495, 13-600, 13-605
09-220	Exterior Plastering	\$ 60,000	ALLOWANCE
09-290	Drywall	\$ -	EXCLUDED
09-510	Acoustical Ceiling	\$ -	INCL w/13-220, 13-490, 13-495
09-680	Flooring	\$ -	INCL w/13-220, 13-490, 13-495
09-710	FRP	\$ -	INCL w/13-220, 13-490, 13-495
09-900	Painting	\$ 35,000	ALLOWANCE
10-400	Identification Devices	\$ -	INCL w/13-490, 13-495
10-520	Fire Extinguishers & Cabinets	\$ 2,500	ALLOWANCE
10-800	Toilet Partitions	\$ -	INCL w/13-490
10-810	Toilet accessories	\$ -	INCL w/13-490
10-811	Baby Changing Table	\$ -	INCL w/13-490
11-350	Kitchen Equipment	\$ -	INCL w/13-600
12-240	Window Coverings	\$ -	EXCLUDED
13-220	Modular Offices, Incl Delivery	\$ 906,108	
13-490	Modular Restrooms	\$ -	INCL w/13-220
13-495	Modular Showers	\$ -	INCL w/13-220
13-600	Modular Kitchen	\$ -	INCL w/13-220
13-605	Modular Dining Area	\$ -	INCL w/13-220
13-700	Modular Building Install, incl Crane	\$ 89,800.00	
15-300	Fire Sprinklers	\$ 36,750	ALLOWANCE IN KITCHEN & DINING ROOM AREAS ONLY
15-380	Fire Alarm System	\$ 25,000	ALLOWANCE
15-400	Plumbing	\$ 28,000	ALLOWANCE FOR DWV & TIE-IN
15-400	Plumbing - Grease Interceptor	\$ -	EXCLUDED
15-800	HVAC	\$ 30,000.00	ALLOWANCE
16-200	Electrical	\$ 45,000.00	ALLOWANCE
16-510	Exterior Lighting	\$ -	EXCLUDED
16-800	VOICE & DATA	\$ -	EXCLUDED



Project: DESIGN / INSTALLATION of PREFABRICATED DINING HALL & SANITATION FACILITY
RFP: #24/25-SR1975
Location: PORTERVILLE NAVIGATION CENTER (PNC), 140 S C Street, Porterville, CA 93257
Date: 10/22/24

TOTAL PROJECTED COST/SF:	\$	788.46	\$/SF
PROJECT DURATION:		9	MONTHS
BUILDING AREA:		3,120	SF
BASE BID AMOUNT	\$	2,361,745	
PAYMENT & PERFORMANCE BOND	\$	98,249	
GRAND TOTAL AMOUNT (INCL P&P BOND)	\$	2,459,994	

SECTION	DESCRIPTION	10/22/2024	COMMENTS
	SUB-TOTAL	\$ 1,960,158	
00-700	GENERAL LIABILITY INSURANCE (2.75%)	\$ 53,904	
01-500	GENERAL CONDITIONS (12%)	\$ 235,219	ALLOWANCE FOR (9) MONTHS
01-680	Final Cleaning	\$ -	INCLUDED w/01-500
00-500	FEE (5%)	\$ 112,464	
00-600	BONDS	\$ -	EXCLUDED - SEE BELOW PAYMENT & PERFORMANCE BOND COST
00-620	CONTINGENCY	\$ -	EXCLUDED
	BASE BID AMOUNT	\$ 2,361,745	
	PAYMENT & PERFORMANCE BOND	\$ 98,248.61	ALLOWANCE for 4% of BASE BID AMOUNT
	GRAND TOTAL AMOUNT (INCL. BOND)	\$ 2,459,994	



LEGEND:	
.....	ACCESSIBLE PATH OF TRAVEL (P.O.T.) TO MAIN BUILDING ENTRANCE

13 LEGEND SITE

AGD
ANDREW GOODMAN DESIGN

ANDREW GOODMAN DESIGN
311 N 2ND ST STE 407
PORTERVILLE, CA 93257
P (505) 434-6111
www.AndrewGoodmanDesign.com
architect: andrew goodman, aia
agd@agdesignstudio.com
agd@andrewgoodman.com

These drawings are instruments of service and are the property of Andrew Goodman Design, Inc. The information represented on these drawings are intended for the project indicated and may not be suitable for other uses without the written approval of Andrew Goodman Design, Inc.

REVISIONS
REV. # DATE DESCRIPTION

SEAL

NOT FOR CONSTRUCTION

PROJECT
GCP NAVIGATION CENTER
SITE PLAN
140 S. C ST.
PORTERVILLE, CA 93257
APN: 261-113-012-000

CLIENT
CITY OF PORTERVILLE

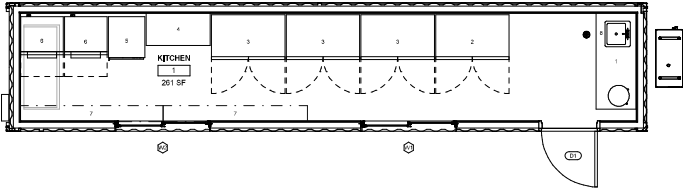
SHEET TITLE
CONCEPTUAL SITE PLAN

DATE: 10/01/2024

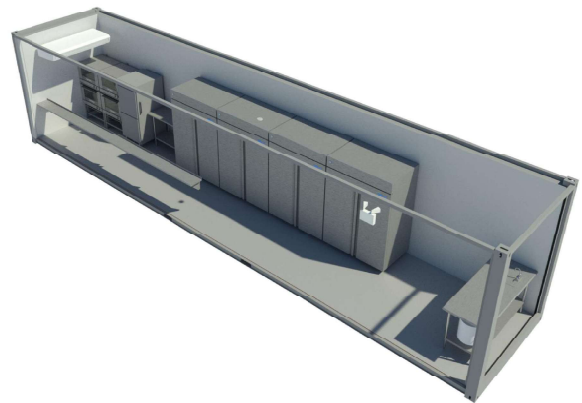
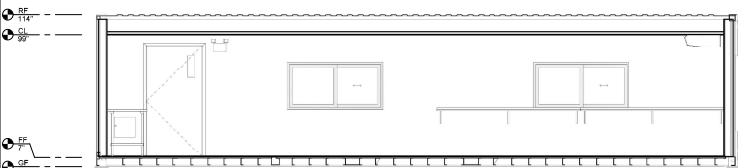
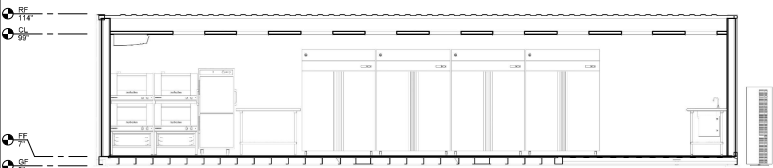
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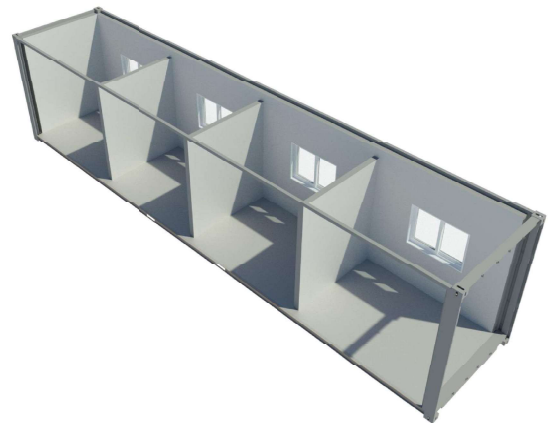
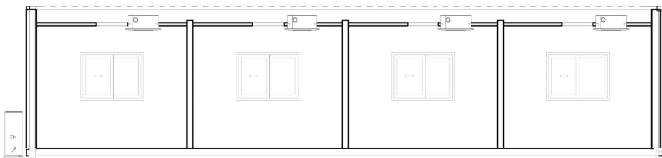
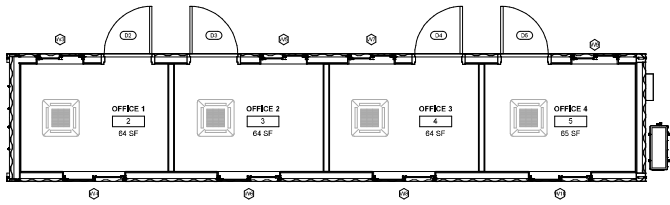
PROJECT MANAGER: AC

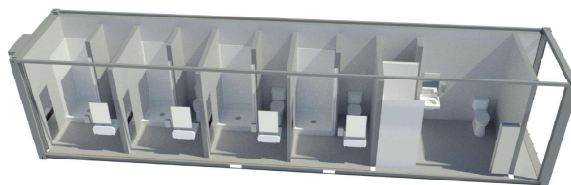
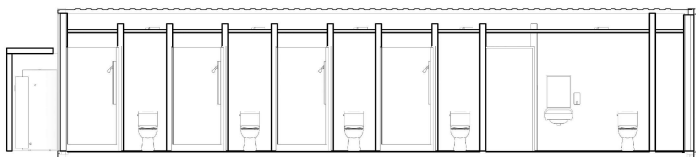
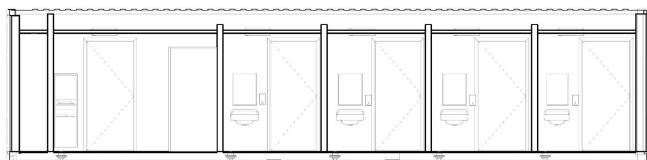
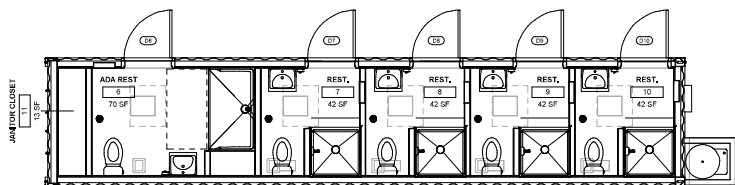
JOB NUMBER: P715
SHEET NUMBER
A1.0



SPECIALTY EQUIPMENT SCHEDULE				
MARK	MANUFACTURER	MODEL	DESCRIPTION	COUNT
1	ADVANCE TABCO	AG-308	WORK TABLE 30x72	1
2	HOSHIZAKI AMERICA	FSX-FS	FREEZER, REACH-IN	1
3	HOSHIZAKI AMERICA	RSX-FS	REFRIGERATOR, REACH-IN	3
4	ADVANCE TABCO	AS-244	WORK TABLE 24x48	1
5	VULCAN	VBPT5LL	HOLDING & TRANSPORT CABINET	1
6	TURBOFAN	E27N2-2	FULL SIZE SHEET PAK, MANUAL ELECTRIC CORRECTION OVENS DOUBLE STACKED ON A STAINLESS STEEL STAND	2
7	ADVANCE TABCO	WS-13-105-18	WALL SHELF 13X105	2
8	ADVANCE TABCO	DT-1405	DROP-IN SINK	1









TMJ Construction Company
CSLB License Number 1016613
661-520-8259
edafelicidario@tmjconstructionco.com

September 9, 2024

Ms. Claudia Calderon
Community Development Director
City of Porterville
291 N. Main Street
Porterville, CA 93257

SUBJECT: PROPOSER's WORK PLAN

REFERENCE: Design / Installation of Prefabricated Dining Hall & Sanitation Facility
Porterville Navigation Center (PNC)
140 S C Street, Porterville CA 93257

Dear Ms. Calderon,

In response to the request for TMJ's Work Plan, if we are blessed and fortunate to be awarded this project and once we are provided with the exact scope of work to be performed, we will immediately coordinate and schedule a meeting with the project architect to set in motion a plan to engage their consultants (civil, soils, structural, mechanical, electrical and plumbing engineers) to get design process started. At the same time, we will be finalizing the contract(s) for the modular systems supplier and contractor immediately after, in order to incorporate their design and engineering for the modular system along with the architect's scope of work.

Once we have the design and engineering process in motion, we will start engaging the associated trades that will have coordinated work with the modular systems supplier and contractor. This includes, but not limited to the site concrete, a/c paving, landscaping, rough carpentry, plaster, stone veneer, hvac, plumbing and electrical contractors. We will need to acquire their final cost proposals based on the final design that we've agreed to and approved for.

While we are going through this discovery, coordination and scheduling process, we will be gathering a more detailed a definitive construction schedule than what was included in the bid proposal, including plan check submittal & approval, design & engineering for the modular systems, construction start and estimated completion.

Upon receipt of a definitive construction start date, we will schedule a pre-construction meeting with the City for a formal introduction of the project team and to get a more defined interpretation and/or reminder of the approved scope of work, to review the construction schedule, to determine inspection requirements and scheduling, and any other requirements that the onsite project team may need to know moving forward.

During the construction phase, we will request for a weekly project meeting with the City's project manager to discuss and review project progress, delays, cost impacts, RFIs, change orders, billings, etc. In addition to the weekly progress meetings, we will also be submitting weekly progress reports, including photos, for future reference, as well as a weekly 4-week lookahead schedules. We will



TMJ Construction Company
CSLB License Number 1016613
661-520-8259

edafelicidario@tmjconstructionco.com

elaborate on the project milestones and convey the projected work and possible concerns and/or timelines of future milestones.

When we get a confirmation of the plan check approval, we will immediately request for the issuance of the bldg. permit, contact all affected trades and coordinate and schedule the upcoming construction activities, including mobilization of our field crew and temporary services onsite to establish our presence on the project site. This will allow us to start the pre-planning activities by coordinating and scheduling onsite meetings with affected trades.

Whenever we finally start the construction activities, we will be conducting weekly foreman safety & coordination meetings to ensure that our project controls are being met and to identify potential issues or concerns sooner than later.

However, when we do experience issues, potential delays, discrepancies, etc., our plan is to contact the City's project manager immediately, then formally generate a RFI to identify the concern, request for a timely clarification and generate a change order, if deemed necessary, in a timely manner. If not, we'll just continue to proceed with the scheduled work activities.

We'll continue to communicate with the subcontractors who have yet to mobilize via weekly 4 wk lookahead schedules, phone calls, texts and/or emails to ensure that they're processing their material and equipment orders in a timely manner so that when they're scheduled to mobilize onsite, there will not be minimal delays, if any.

As part of our work plan, when the subcontractors' crews mobilize, we will ensure that all subcontractors are aware of their prevailing wage requirements by going over the prevailing wage rates with them, having them sign-in and sign-out to ensure that the hours worked will match future certified payroll reports, in hopes that there will not be any issues or disputes with the employees and subcontractors.

Moreover, part of our safety program, in addition to the weekly meetings, is daily clean-ups. We will ensure that the jobsite is cleaned at all times by reminding each subcontractors to clean up after themselves to alleviate any hazards and/or potential safety, sanitary or construction related delays that these may encounter due to construction debris or obstacles not allowing them from working at their designated areas. We will have a construction dumpsters onsite at all times to ensure that the construction debris or trash is dumped daily.

For further detail of our Work Plan, please see the attached Construction Schedule for your reference.

Please contact me at your earliest convenience via email or phone call, if you have any questions regarding this cost proposal or any of the supporting documentation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ed A. Felicidadario', with a long horizontal line extending to the right.

Ed A. Felicidadario
TMJ Construction Inc.

TMJ CONSTRUCTION INC CONSTRUCTION SCHEDULE															
Act ID	Description	Orig Dur	Early Start	Early Finish	2024 Q4	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4	2027 Q1	
0000	NOTICE TO PROCEED / RECEIVE CONTRACT	0	02DEC24		◆ NOTICE TO PROCEED / RECEIVE CONTRACT AGREEMENT										
0010	DESIGN & ENGINEERING PROCESS	50d	09DEC24	21FEB25	■ DESIGN & ENGINEERING PROCESS										
0020	DISCOVERY - MODULAR BLDG DESIGN & ENGINEERING	20d	23DEC24	24JAN25	■ DISCOVERY - MODULAR BLDG DESIGN & ENGINEERING										
0030	CONTRACT TO MODULAR BLDG CONTRACTOR	5d	27JAN25	31JAN25	■ CONTRACT TO MODULAR BLDG CONTRACTOR										
0040	MODULAR BLDG - PLANNING & DESIGN	20d	03FEB25	03MAR25	■ MODULAR BLDG - PLANNING & DESIGN										
0050	MODULAR BLDG - PERMITTING	30d	04MAR25	14APR25	■ MODULAR BLDG - PERMITTING										
0060	MODULAR BLDG - PRODUCTION	80d	15APR25	06AUG25	■ MODULAR BLDG - PRODUCTION										
0070	MODULAR BLDG - DELIVERY	10d	07AUG25	20AUG25	■ MODULAR BLDG - DELIVERY										
0080	MODULAR BLDG INSTALLATION	60d	21AUG25	13NOV25	■ MODULAR BLDG INSTALLATION										
0090	PLAN CHECKING & PERMITTING PROCESS	30d	25FEB25	07APR25	■ PLAN CHECKING & PERMITTING PROCESS										
0100	ACQUIRE BLDG PERMIT	10d	08APR25	21APR25	■ ACQUIRE BLDG PERMIT										
0110	MOBILIZATION	5d	22APR25	28APR25	■ MOBILIZATION										
0120	PRE-CONSTRUCTION MTG	1d	29APR25	29APR25	■ PRE-CONSTRUCTION MTG										
0130	CLEAR & GRUB SITE	3d	30APR25	02MAY25	■ CLEAR & GRUB SITE										
0140	EARTHWORK	5d	05MAY25	09MAY25	■ EARTHWORK										
0150	U/G UTILITIES 6' OUTSIDE BLDGS	15d	12MAY25	02JUN25	■ U/G UTILITIES 6' OUTSIDE BLDGS										
0160	U/G PLUMBING & ELECTRICAL	20d	03JUN25	30JUN25	■ U/G PLUMBING & ELECTRICAL										
0170	BLDG CONCRETE	15d	24JUN25	15JUL25	■ BLDG CONCRETE										
0180	CMU STEM WALLS	20d	09JUL25	05AUG25	■ CMU STEM WALLS										
0190	FINAL CLEANING	10d	14NOV25	27NOV25	■ FINAL CLEANING										
0200	PUNCH LIST	5d	21NOV25	27NOV25	■ PUNCH LIST										
0210	FINAL INSPECTIONS	1d	28NOV25	28NOV25	■ FINAL INSPECTIONS										
0220	PROJECT COMPLETION / TURNOVER	0		01DEC25	◆ PROJECT COMPLETION / TURNOVER										
Start date	02DEC24	DESIGN & INSTALLATION of PREFABRICATED DINING HALL and SANITATION FACILITY CITY of PORTERVILLE 1405 S C ST, PORTERVILLE, CA										■ Early bar			
Finish date	01DEC25											■ Progress bar			
Data date	02DEC24											■ Critical bar			
Run date	22OCT24											■ Summary bar			
Page number	1A											◆ Start milestone point			
© Primavera Systems, Inc.												◆ Finish milestone point			



TMJ Construction Company
CSLB License Number 1016613
661-520-8259
edafelucidario@tmjconstructionco.com

October 22, 2024

Ms. Claudia Calderon
Community Development Director
City of Porterville
291 N. Main Street
Porterville, CA 93257

SUBJECT: PROPOSER's PAYMENT TERMS & SCHEDULE REQUEST (REV.1)

REFERENCE: Design / Installation of Prefabricated Dining Hall & Sanitation Facility
Porterville Navigation Center (PNC)
140 S C Street, Porterville CA 93257

Dear Ms. Calderon,

Please see below requested payment terms for the following items for your consideration:

1. TMJ Construction:
 - a. First Billing -
 - i. Payment & Performance Bond = 100% First Billing
 - ii. Insurance = 100% First Billing.
 - iii. General Conditions = 10%
 - b. Once project starts / mobilization = we'll progress bill accordingly.
2. AGD Architectural & Engineering:
 - a. Contract Acceptance = 10%
 - b. Progress CDs @ 30% Complete = 20%
 - c. Progress CDs @ 50% Complete = 20%
 - d. Progress CDs @ 90% = 30%
 - e. Final payment @ Plan Check Submittal = 20%
3. Modular Buildings (Sub TBD):
 - a. Release to Order = 50%
 - b. Progress Payment @ Rough-in = 30%
 - c. Final Payment PRIOR to shipping = 20%

Please contact me at your earliest convenience via email or phone call, if you have any questions regarding this cost proposal or any of the supporting documentation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ed A. Felucidario', with a long horizontal stroke extending to the right.

Ed A. Felucidario
TMJ Construction Inc.



CITY COUNCIL AGENDA – DECEMBER 3, 2024

SUBJECT: Permanent Local Housing Allocation (PLHA) 5-year Plan Amendment No. 3

SOURCE: Community Development

COMMENT: On July 16, 2024, the Council authorized staff to distribute a Request for Proposals (RFP) for the design and installation of a prefabricated dining facility with commercial kitchen and office space and a sanitation facility with public restrooms and showers as an expansion of the Porterville Navigation Center (PNC). The proposal awarded on November 5, 2024, was for \$2,459,994. This amount did not account for the 10% contingency for the project. A total of \$2,500,000 in American Rescue Plan Act (ARPA) funds were allocated to fund the project, however, that leaves a funding gap of \$305,994; the amount of which is mostly what would be allocated towards the standard 10% contingency of the project. Staff was directed to bring back an item to allocate the additional costs to cover the contingency costs.

As an Entitlement Local government, the City of Porterville has applied for 2019, 2020, 2021, and 2022 formula allocations of Permanent Local Housing Allocation (PLHA) program funds in the amounts of \$342,754, \$532,745, \$586,270, and \$293,840 respectively. In order to receive the funds, a 5-year plan had to be submitted as part of the first-year application. This plan allocates PLHA funding over five (5) years from 2019, which was estimated to be approximately \$2,056,524.

The City's approved 5-year plan outlines its intention to use the PLHA funds for the eligible activity 6 (PLHA Guidelines, Article III, Section 301(a)(6)), which is defined as, "Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing."

As identified above in the PLHA Guidelines, Article III, Section 301(a)(6), capital costs for navigation centers and emergency shelters is an eligible activity. Staff is recommending that the City Council consider using up to \$293,840 from the PLHA Year 4 funds to help with the expansion of the PNC. These funds have recently been applied for, but have not yet been received, and no formal request for proposals (RFP) has been issued for

the original purposes outlined in the PLHA 5-Year Plan for year 4. If the funds for the PNC expansion are not needed to complete the project due to the identification of other funding sources or the contingency amount is not needed, the PLHA funds would be reallocated back to other activities already approved in the PLHA 5-Year Plan. If this happens, staff will bring the item back to the City Council for approval to open an RFP for any Year 4 funds that are not used for the expansion.

Any reallocation of more than 10% of the funds for PLHA activities requires an official amendment to the PLHA 5-Year Plan. This amendment must be approved by the City Council in a publicly noticed meeting, and final approval will come from the HCD.

Staff is proposing to amend the approved PLHA 5-Year Plan for Year 4 to allow for these adjustments. This amendment will include contingency language to ensure that if the funds for the PNC expansion are not needed, or if other funding sources are found, the PLHA funds can be returned to their original intended uses.

RECOMMENDATION: That the City Council:

1. Hold a public hearing to receive public comment on the proposed 5-Year Plan Amendment No. 3 for reallocation of funds; and
2. Adopt the draft resolution approving Amendment No. 3 to the Permanent Local Housing Allocation (PLHA) 5-Year Plan and authorizing its transmittal to the California Department of Housing and Community Development.

ATTACHMENTS:

1. Draft Resolution
2. Draft Amendment No. 3 to PLHA 5-Year Plan (Exhibit A to draft resolution)
3. PLHA Amendment Form

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. ____-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING AMENDMENT NO. 3 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, and 2022 thus far;

WHEREAS, funding for the 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, 2021 and 2022 formula allocation of PLHA funds in the amount of \$342,754, \$532,745, \$586,270, and \$293,840, 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, on May 7, 2024, the City Council of the City of Porterville approved Amendment No. 2 to the five-year plan;

WHEREAS, on June 18, 2024, the Council authorized staff to submit the streamlined application for Permanent Local Housing Allocation (PLHA) program funds for year 4 for an allocation of \$293,840;

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 December 3, 2024; and

WHEREAS, the City Council of the City of Porterville, at its regular scheduled meeting of December 3, 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 3.

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 3rd day of December 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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

Exhibit A: Amended PLHA 5-Year Plan

City of Porterville Permanent Local Housing Allocation Program Five-Year 2019-2023 Plan Amendment 3

§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 first year funding availability of approximately \$195 million in funding for the PLHA program Entitlement and Non-entitlement Local government formula component Notice of Funding Availability (NOFA). Since then, HCD has issued additional NOFAs for four (4) subsequent years, thus far. The NOFAs are funded from moneys deposited in the Building Homes and Jobs Trust Fund (Fund) in calendar year 2019, 2020, 2021 and 2022 thus far.

Funding for the NOFAs 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 has been eligible for published PLHA funds in the amount of \$342,754, \$532,745, \$586,270, and \$293,840, 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 four (4) 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. There are three priorities identified (not listed in order of priority, numbering is only for identification purposes):

1. Support Navigation Centers by
 - a. Providing funds for Operating Costs
 - b. Providing funds for Capital Costs
2. Provide operating funds for emergency shelters and/or bridge housing program costs.
3. Support Permanent Housing Programs to provide operating funds for permanent supportive housing program costs.

The City of Porterville will utilize the Request for Proposals process to allow agencies to apply for funding associated with operating costs and will follow required procurement standards for completion of the capital improvement projects.

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 the Kings Tulare Homeless Alliance (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.
 - I. 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.

(Attachment 1 budget summary provided for further clarification)

A. *Priority 1: Navigation Center:*

1. Operating and capital costs for a Navigation Center: PLHA funds would be used for operation and capital costs in support of Navigation Centers. The Navigation Centers 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.

The amendment for Year 4 use of funds is to facilitate additional amenities at the Porterville Navigation Center (PNC) that include a dining hall, kitchen, office space and sanitation facility with public restroom and showers as an expansion. An amendment was required to Year 4 allocation to allocate these funds to cover a gap in funding and ensure completion of the project. CONTINGENCY: If the additional funds for the PNC are not needed, the funds would be reallocated back to the activities as indicated in the table below as "Current Plan." Staff would then prepare and distribute an RFP for any remaining Year 4 funds that are not used for the expansion project.

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 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 funding 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 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.
2. As part of Amendment 3 of the 5-year PLHA plan year 4 is being allocated to navigation center capital improvement activity, if needed to cover a funding gap to complete the Porterville Navigation Center Expansion project.

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).

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	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	Navigation Center Capital Costs	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%	3%	100%	60%	25%	10%		
\$302(c)(4)(E)(ii) Area Median Income Level Served	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		0
\$302(c)(4)(E)(iv) Projected Number of Households Served	5	15	8	5	15	9	100	5	15	10		187
\$302(c)(4)(E)(v) 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		

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

A. For activities that will be carried out by subrecipients

1. Within 6 months after awards are received:

- a. 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.
 - b. Enter into agreement (s) to execute each program
- B. For activities that will be carried out by the City proper procurement procedures will be followed to bid capital improvement projects.**
- C. Monthly**
 1. Monitor progress
 2. Obtain monthly accomplishment data from subrecipients
- D. Yearly**
 1. Complete yearly accomplishment report
 2. Apply for subsequent year funding to execute 5-year Plan

Attachment 1: Current and Amended Budget Summary

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%	66%	63%	60%	60%	62%
Permanent	10%	4%	7%	10%	10%	8%
	100%	100%	100%	100%	100%	100%
Amendment 3 (%)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	5%	5%	5%	0%	5%	4%
Navigation Center	25%	25%	25%	100%	25%	40%
Operations Costs				0%		
*Capital Costs (Up to)				100%		
Emergency Housing & Bridge Housing	60%	66%	63%	0%	60%	50%
Permanent	10%	4%	7%	0%	10%	6%
	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	\$ 176,304.00	\$ 180,549.00	\$ 1,175,287.40
Permanent	\$ 34,275.40	\$ 21,309.80	\$ 41,038.90	\$ 29,384.00	\$ 30,091.50	\$ 156,099.60
	\$ 342,754.00	\$ 532,745.00	\$ 586,270.00	\$ 293,840.00	\$ 300,915.00	\$ 2,056,524.00

Amendment 3 (\$)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	\$ 17,137.70	\$ 26,637.25	\$ 29,313.50	\$ -	\$ 15,045.75	\$ 88,134.20
Navigation Center	\$ 85,688.50	\$ 133,186.25	\$ 146,567.50	\$ 293,840.00	\$ 75,228.75	\$ 734,511.00
Operations Costs				\$ -		
*Capital Costs (Up to)				\$ 293,840.00		
Emergency Housing & Bridge Housing	\$ 205,652.40	\$ 346,284.25	\$ 381,075.50	\$ -	\$ 180,549.00	\$ 1,113,561.15
Permanent	\$ 34,275.40	\$ 21,309.80	\$ 41,038.90	\$ -	\$ 30,091.50	\$ 126,715.60
	\$ 342,754.00	\$ 532,745.00	\$ 586,270.00	\$ 293,840.00	\$ 300,915.00	\$ 2,056,524.00

Attachment 2: Summary of Public Comments Received at December 3 2024, Public Hearing

This section will be updated after the public hearing

Permanent Local Housing Allocation (PLHA) Formula Allocation

5-Year Plan **Amendment Form**



**Gavin Newsom, Governor
State of California**

**Tomiquia Moss, Secretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
Department of Housing and Community Development**

Program Design and Implementation, PLHA Program
2020 West El Camino Avenue, Suite 150, Sacramento, CA 95833

Website: <https://www.hcd.ca.gov/grants-and-funding/programs-active/permanent-local-housing-allocation>

Email: PLHA@hcd.ca.gov

**Final Filing Date: June 30, 2027
at 4:00 P.M. PST**

PLHA Formula - Amendment for years 2020, 2021, 2022, 2023										Rev. 03/18/24	
Eligible Applicant Type:		Entitlement									
Local Government Recipient of PLHA Formula Allocation:								Porterville			
§300 Eligible Applicants											
§300(a) and (b) Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.											
Applicant:		City of Porterville									
Address:		291 N Main St									
City:		Porterville		State:		CA		Zip:		93257	
County:		Tulare									
Auth Rep Name:		Martha A. Flores		Title:		Mayor		Auth Rep. Email:		mflores@ci.porterville.ca.us	
Phone:		(559) 782-7466									
Address:		291 N Main St		City:		Porterville		State:		CA	
Zip Code:		93257									
Contact Name:		Claudia Calderon		Title:		Community Development Director		Contact Email:		ccalderon@ci.porterville.ca.us	
Contact Phone:		(559) 782-7460									
Address:		291 N Main St		City:		Porterville		State:		CA	
Zip Code:		93257									
§300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds?										No	
§300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300(c) and (d)?								A sample agreement can be found by double clicking on the icon to the right			
File Name:		Application and/or Adopting the PLHA Plan (2020-2023 Allocations) Reso		Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2020-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.				Yes		Uploaded to HCD?	
										Yes	
File Name:		Gov TIN		Provide a signed Gov't TIN Form						Uploaded to HCD?	
										Yes	
File Name:		Applicant Delegation Agreement		Legally binding agreement between Delegating and Administering Local Governments (sample provided—just click on icon in row 19, column AH)						Uploaded to HCD?	
										N/A	
§301 Eligible Activities											
§301(a) Eligible activities are limited to the following:										Select below:	
§301(a)(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.										No	
§301(a)(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 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.										No	
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.										No	
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.										No	
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.										No	
§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.										Yes	
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.										No	
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.										No	
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.										No	

§301(a)(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.

No

§302(c)(4) Plan											Rev. 03/18/24		
§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 four (4) 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. There are three priorities identified (not listed in order of priority, numbering is only for identification purposes): 1. Navigation Centers a. Operating Costs b. Capital Costs 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. The City of Porterville will utilize the Request for Proposals process to allow agencies to apply for funding associated with operating costs and will follow proper procurement standards for completion of the capital improvements.													
§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 30% AMI.													
§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.													
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.													
§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.													
I. Priority 1: Navigation Center: A. Operating and Capital costs for a Navigation Center: PLHA funds would be used for operation and capital costs associated with a 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. The amendment for Year 4 use of funds is to facilitate additional amenities at the Porterville Navigation Center (PNC) that include a dining hall, kitchen, office space and sanitation facility with public restroom and showers as an expansion. An amendment was required to Year 4 funding allocations to allocate these funds to cover a gap in funding and ensure completion of the project. CONTINGENCY: If the additional funds for the PNC are not needed, the funds would be reallocated back to the activities as indicated in the table as "Current Plan." Staff would then prepare and distribute a RFP for any remaining Year 4 funds that are not used for the expansion, (Budget summary provided for further clarification as Attachment 1 to the Five Year Plan) II. Priority 2: Emergency Shelter A. Operating 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. B. 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. III. Priority 3: Permanent Housing: A. The City would consider Operating 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 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 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	2023	2023	2023			
Type of Activity for Persons Experiencing or At Risk of Homelessness	Emergency Shelter Operating	Navigation Center Operating	Supportive/Ca se Management Services	Emergency Shelter Operating	Navigation Center Operating	Supportive/Ca se Management Services	Navigation Center Capital Costs	Emergency Shelter Operating	Navigation Center Operating	Supportive/Ca se Management Services			
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	62%	25%	8%	61%	25%	9%	100%	60%	25%	10%			
§302(c)(4)(E)(ii) Area Median Income Level Served	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%			TOTAL
§302(c)(4)(E)(ii) 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			0
§302(c)(4)(E)(ii) Projected Number of Households Served	5	15	8	5	15	9	100	5	15	10			187
§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			
§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.													
A. For activities that will be carried out by subrecipients 1. Within 6 months after awards are received: a. 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. b. Enter into agreement (s) to execute each program B. For activities that will be carried out by the City proper procurement procedures will be followed to bid capital improvement projects. C. Monthly 1. Monitor progress 2. Obtain monthly accomplishment data from subrecipients D. Yearly													
File Name:	Plan Adoption Reso		§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content.					Uploaded to HCD?		Yes			

AGREEMENT

This Interagency Agreement (“Agreement”) is made between the City of Porterville (“CITY”) and the City of Porterville Finance Department (“Agency”).

WHEREAS, the 2021 American Rescue Plan Act (“ARPA”) provided \$19,984,717 to the CITY from the Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”);

WHEREAS, the U.S. Department of Treasury is the federal agency that administers the SLFRF funding and has provided the CITY with the SLFRF funding conditional on the CITY complying with its rules and regulations;

WHEREAS, the CITY has established a process for CITY agencies and organizations external to the CITY to apply for SLFRF funding and recommends the Agency receive SLFRF funding for its Program as described in this Agreement;

WHEREAS, the CITY and the Agency wish to enter into this Agreement to memorialize each other’s responsibilities in regard to the SLFRF funding for the Program; and

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. PURPOSE

The CITY hereby agrees to provide SLFRF funding, in the amount set forth herein, to the Agency to facilitate the implementation of the Program set forth herein.

B. SCOPE OF PROGRAM

Agency shall implement the Program, including any milestones and deliverables, as described as: personnel costs, administrative expenses, testing costs, costs to cover change orders and contingencies, including cost adjustments in a contract or agreement, equipment, vehicles and technology infrastructure and upgrades that meet SLFRF guidelines. A budget of approximately \$737,315 in SLFRF budgeted towards the overall remaining ARPA funds provided.

C . TERM

The term of this Agreement shall begin on December 18, 2024, and end on DECEMBER 31, 2026, unless terminated earlier in accordance with this Agreement.

D. FINANCIAL AND PERFORMANCE REQUIREMENTS

1. Funding. Subject to the availability of SLFRF funding, the CITY shall provide funds to the Agency for the Program, in the amount of Seven Hundred Thirty-Seven Thousand, Three Hundred Fifteen Dollars (\$737,315) for the term. Any expenses/costs incurred by Agency in excess of this amount shall be the sole responsibility of Agency if additional SLFRF funding is not available from the CITY.

2. Budget. Agency agrees that all expenditures are to be in accordance with the approved budget for the term of this Agreement. The approved budget provided herein.

3. Payment. The CITY shall make SLFRF funding as specified in this Agreement available for use. The SLFRF funding shall be used to provide the services described in this Agreement. Any SLFRF funding

advanced to Department prior to the execution of this Agreement which is related to this Agreement is subject to the terms and conditions of this Agreement.

1. Reporting. The Agency agrees to provide supporting documents and corresponding reports as requested by the U.S. Department of the Treasury and the CITY to meet any reporting deadlines. The Agency shall adhere to the instructions and format, including specific forms required by the CITY and the U.S Department of Treasury for the SLFRF funding.

2. Audits. The Agency shall comply with all applicable provisions of the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements (2 CFR 200) and the regulations and guidance propagated by the U.S. Department of the Treasury applicable to SLFRF funding. At any time during business hours and as often as the CITY may deem necessary, there shall be made available for examination, the Agency's records with respect to matters covered by this Agreement. The Agency shall permit the CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

3. Records. The Agency shall retain records related to this Agreement for a period of five (5) years after all funds have been expended or returned to the U.S. Department of Treasury, whichever is later.

E. CORRECTIVE ACTION AND TERMINATION

3. Corrective Action. Upon written notice, the CITY may require the Agency to take corrective action so the Agency is in compliance with federal, state, or local laws, regulations, or rules related to the SLFRF funding for the Program. Corrective action may be required for but is not limited to instances in which the Agency: (a) fails to file a report, (b) fails to meet performance standards, (c) fails to meet milestones or timelines, or (d) misuses funds. The CITY may require corrective action of the Agency, including but not be limited to: (a) a written warning, (b) additional technical assistance, (c) additional monitoring, (d) Program suspension, and (e) reduction/repayment of funding.

4. Termination. Either party may terminate this Agreement by giving to the other party written notification prior to termination. Upon termination, the parties hereto agree that all reports and supporting documentation required for services rendered pursuant to this Agreement shall be provided to the CITY forthwith. Any funds advanced to the Agency for services not yet rendered shall be returned to the CITY immediately.

F. MODIFICATIONS AND AMENDMENTS

The Agency may submit a written request to the CITY asking for (i) an extension to the term of this Agreement; and/or (ii) a budget reallocation not to exceed twenty-five (25) percent of the SLFRF funding. The request should include an explanation for why an extension and/or Program budget reallocation is needed and be provided to the CITY at least sixty (60) days prior to the expiration date of this Agreement. The request must include all required documentation to justify the need for an extension and/or reallocation. The CITY will approve or deny the request in writing. The Agency may not expend the SLFRF funding under a reallocated Program budget until such time they have received written approval from the CITY. Any additional funds or other modifications may be added to this Agreement by written Amendment setting forth the modifications/ amendments signed by the parties and approved by the CITY, if applicable.

IN WITNESS WHEREOF, the parties hereto agreement to terms of this Agreement as of the date and year first written below.

FOR THE CITY

Signature

Print Name

Title

Date

FOR THE AGENCY

Signature

Print Name

Title

Date

Obligating SLFRF Funds Through an Interagency Agreement

State, local, territorial and Tribal governments across the country are using State and Local Fiscal Recovery Funds (SLFRF) to mitigate the fiscal impacts of the pandemic and serve the needs of their communities.

Treasury has clarified that a recipient may enter into an **interagency agreement**, including a memorandum of understanding, between departments and agencies within a recipient's government and treat those funds as obligated for purposes of SLFRF if the interagency agreement meets certain conditions, as discussed below and pursuant to FAQ 17.6.

SLFRF recipients must **obligate all funds by the end of 2024**, and must **expend all funds by the end of 2026**.¹ Treasury published the additional guidance in Section 17 of the SLFRF FAQs to clarify how recipients can complete obligated projects in 2025 and 2026, using contracts or subawards or interagency agreements.

Recipients may wish to use funds for a variety of projects undertaken themselves:

- To carry out educational programs, such as payroll for teachers for a summer program to address learning loss related to the pandemic;
- To administer a workforce training program;
- To finance capital projects through a housing agency;
- To provide public safety services.

The interagency agreement must be in effect by December 31, 2024, and must meet these conditions:

ONE requirement from Column A:

- Imposes conditions on the use of funds by recipient agency, department, or part of government receiving funds to carry out the program
- Governs provision of funds from one agency, department, or part of government to another to carry out an eligible use of SLFRF funds
- Governs the procurement of goods or services by one agency, department, or part of government from another



ALL requirements from Column B:

- Sets forth specific requirements (e.g., scope of work and project deliverables)
- Is signed by the parties or otherwise evidences assent of parties
- Does not disclaim binding effect or state that it does not create rights or obligations

The interagency agreement must be reported to Treasury as described in the [Compliance and Reporting Guidance](#). A recipient can modify an existing interagency agreement before December 31, 2024 to ensure it meets the requirements described above and in FAQ 17.6. The agreement may also be between units of a Tribal government, as described in FAQ 17.23.

You can learn more about obligating SLFRF Funds through an interagency agreement by visiting our webpage, Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf> and see FAQs 17.6 and 17.23, or scan this QR code:



¹ For projects under the Surface Transportation and Title I eligible use categories, recipients must expend funds by September 30, 2026.



CITY COUNCIL AGENDA – DECEMBER 17, 2024

SUBJECT: Consideration of Cancellation of January 7, 2025, City Council Meeting

SOURCE: Administrative Services

COMMENT: The City Council has canceled its first regular meeting in January for over the past twenty years in consideration of staff workloads and efforts to conform to the vacation and administrative leave policies for applicable management and support personnel. In reference to this history, this item is again being presented for Council's consideration.

If the January 7th meeting is not held, the next regularly scheduled meeting would be January 21, 2025. However, should the necessity arise, a special meeting could be scheduled to expedite any item which might require immediate action.

RECOMMENDATION: That the City Council provide direction to staff.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, City Manager