



**CITY OF PORTERVILLE - CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
AUGUST 18, 2026, 5:30 PM**

The City of Porterville provides members of the public the opportunity to attend and participate in City Council meetings both in person and remotely.

City Council Meeting will be livestreamed (viewing only) on YouTube at:

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

Members of the public may also participate remotely via Zoom using the following information:

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/86968558241?pwd=vWieN6lrRFErFe2pV85M6hmczg5NH.1>

Or via Telephone: 1-669-900-6833 Webinar ID: 869 6855 8241 Passcode: 620586

Persons attending the meeting remotely will have the opportunity to provide public comment during the designated public comment periods. To request to speak, click the "Raise Hand" button in the Zoom webinar or, if participating by telephone, press *9 to raise your hand. When it is your turn to speak, you will be prompted to unmute your microphone and will be asked to state your name for the record before providing your comments.

Public comments submitted remotely will be accepted in the same manner as comments from individuals attending the meeting in person and will be subject to the same time limits, rules of decorum, and meeting procedures established by the City Council.

Please direct any questions to the Office of City Clerk at 559-782-7464.

Call to Order

Roll Call

ORAL COMMUNICATIONS

This is the opportunity to address the City Council on any matter scheduled for Closed Session. Unless additional time is authorized by the Council, each speaker 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: 253-160-064, 253-160-065, 253-160-068, 253-160-069, 253-160-070, 261-125-018, 261-125-020. Agency Negotiator: Richard Tree. Negotiating Parties: City of Porterville and James Gregory Shelton. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 261-130-002 and 253-160-059. Agency Negotiator: Richard Tree. Negotiating Parties: City of Porterville and State of California Department of General Services. Under Negotiation: Terms and Price.

3 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 268-100-001 and 268-110-034. Agency Negotiator: Richard Tree. Negotiating Parties: City of Porterville and Smees Homes, Inc. Under Negotiation: Terms and Price.

4- Government Code Section 54956.95 – Liability Claim: Claimant: Bao Ying Guan. Agency claimed against: City of Porterville.

5 - Government Code Section 54956.95 – Liability Claim: Claimant: Robert Perez. Agency claimed against: City of Porterville.

6 - Government Code Section 54956.9(d) (2) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: 1 Case in which facts are not yet known to potential plaintiff.

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

Pledge of Allegiance Led by Council Member Green

Invocation

COUNCIL COMMENTS

PRESENTATIONS

Porterville Neptunites

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, each speaker shall be limited to three minutes. The total time for public comment shall not exceed one hour.

COUNCIL COMMENTS

CONSENT CALENDAR

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

1. Authorization to Purchase Axon Standards

Re: Consideration of authorizing the addition of Axon Standards to the City's existing Axon Enterprise Agreement for the remaining 54 months of the agreement at a total cost not to exceed \$73,497, funded within the Police Department's FY 2026-27 Operating Budget.

2. Authorization to Repair Police Patrol Vehicle No. 3411

Re: Consideration of authorizing the repair of Police Patrol Vehicle No. 3411 by Porterville Collision at a cost not to exceed \$11,046.62, including a 10% contingency, and directing staff to pursue reimbursement of eligible repair costs and associated expenses from the responsible party.

3. Approval of Accela PublicStuff Pro (myPorterville) Renewal Agreement

Re: Consideration of approving a one-year renewal with Accela, Inc. for PublicStuff Pro services supporting the myPorterville application for the period of September 17, 2026, through September 16, 2027, in an amount not to exceed \$16,157.53.

4. Authorization of Traffic Signal Upgrade at D Street and Morton Avenue

Re: Consideration of authorizing a sole-source purchase from Econolite for the Traffic Signal Upgrade at D Street and Morton Avenue in an amount not to exceed \$72,246, including a ten percent contingency; and adopting a Resolution appropriating \$72,246 from the General Fund Reserve Deferred Maintenance Fund.

5. Approval of Retirement and Sale of Police Facilities Dog

Re: Consideration of approving the retirement and sale of Police Facilities Dog Bodie to his longtime handler, Melinda Rios, for \$1.00, including transfer of his existing kennel and carrier.

6. Authorization to Join the Protect Public Funds Coalition in Support of Comprehensive Tort Reform

Re: Consideration of authorizing the City of Porterville to join the Protect Public Funds Coalition and support its efforts advocating for comprehensive tort reform for civil actions against public entities.

7. Approval of Joint Funding Agreement with Burton School District for a School Resource Officer

Re: Consideration of approving a Joint Funding Cooperative Agreement with Burton School District for one School Resource Officer for the period of July 1, 2026 through June 30, 2027, with Burton School District contributing 65% of actual salary and benefit costs, up to \$79,950.

8. **Authorization to Set Public Hearing for Implementation of Assembly Bill 1572 Nonfunctional Turf Requirements**
Re: Consideration of setting a public hearing for September 1, 2026, regarding introduction of an ordinance amending Title 25 of the Porterville Municipal Code to implement Assembly Bill 1572 requirements prohibiting the use of potable water to irrigate nonfunctional turf on specified properties.
9. **Authorization to Participate in Moonshot Missions Water and Wastewater Technical Assistance Program**
Re: Consideration of approving participation in the Moonshot Missions Technical Assistance Program to support evaluation of the City's drinking water and wastewater systems, development of a Technical, Managerial, and Financial improvement roadmap, and identification and pursuit of funding opportunities for PFAS treatment at Well 20, at no cost to the City.
10. **Authorization of 3/8-Inch Cold Mix Asphalt Purchases Through Tulare County Cooperative Purchasing Program**
Re: Consideration of authorizing the purchase of 3/8-inch Cold Mix Asphalt from Jaxon Enterprises dba Deer Creek Asphalt through the Tulare County Cooperative Purchasing Program until the City's existing grinding credit balance is exhausted, and thereafter authorizing purchases from Porterville Asphalt as the lower-priced awarded vendor.
11. **Approval of Fiscal Year 2026-27 State of Good Repair Program Project List**
Re: Consideration of approving the Fiscal Year 2026-27 State of Good Repair Project List identifying an estimated \$123,781 for the State of Good Repair Transit Fleet Replacement Project for the purchase of two hybrid transit vans; approving the State of Good Repair Program Certifications and Assurances; and adopting a Resolution authorizing administration of State of Good Repair Program funds.
12. **Approval of Community Civic Event Application for the Exchange Club of Porterville Run for Life**
Re: Consideration of approving the Community Civic Event Application submitted by the Exchange Club of Porterville for the Run for Life on Saturday, September 5, 2026, from 6:00 a.m. to 11:00 a.m., including event set-up and clean-up.
13. **Approval of Reappointments and Appointment to the Transactions and Use Tax Oversight Committee**
Re: Consideration of reappointing Jerry Hall and Rae Dean Strawn and appointing Brian Redford to the Transactions and Use Tax Oversight Committee for terms expiring May 2030.
14. **Approval of Communications Specialist Classification and Job Description**
Re: Consideration of establishing a Communications Specialist classification at Salary Range 232 (\$6,627–\$8,087 per month) and approving the associated classification specification to provide centralized Citywide communication, marketing, branding, digital media, community engagement, media relations, and public information support.

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

PUBLIC HEARINGS

15. Conditional Use Permit (PRC 2026-013-C) for Dead End Saloon at 1200 S. Main Street

Re: Public hearing and consideration of a Conditional Use Permit for Dead End Saloon at 1200 S. Main Street to allow operation of a tavern with a Type 48 ABC license for the on-site sale and consumption of beer, wine, and distilled spirits, and consideration of adopting a Resolution approving the Conditional Use Permit subject to applicable conditions of approval.

SECOND READINGS

16. Second Reading - Ordinance No. 1934 - Repealing and Replacing Municipal Code Provisions Pertaining to Code Enforcement Officers

Re: Second Reading and Adoption of Ordinance No. 1934, an Ordinance of the City Council of the City of Porterville repealing and replacing Sections 2-26.1 through 2-26.4 of Chapter 2, and adding Sections 2-26.5 through 2-26.9 of the Porterville Municipal Code pertaining to Code Enforcement Officers.

17. Second Reading - Ordinance No. 1935 - Amending Chapter 15 of the Porterville Municipal Code Pertaining to Business Licenses

Re: Second Reading and Adoption of Ordinance No. 1935, an ordinance of the City Council of the City of Porterville, amending Chapter 15 of the Porterville Municipal Code pertaining to Business Licenses, including the transfer of administration of the City's Business License Program to the Planning and Engineering Department and related administrative updates.

SCHEDULED MATTERS

18. Consideration of Amendments to the City's Entertainment Zone Program

Re: Consideration of potential amendments to the City's Entertainment Zone Program, including expansion of designated Entertainment Zones and review of the existing \$10 wristband fee, and direction to staff regarding amendments to Chapter 15.20 of the Porterville Municipal Code.

19. Consideration of a Courtesy Leak Adjustment Program for Utility Customers

Re: Consideration of approving a Courtesy Leak Adjustment Program and associated Program Guidelines to provide limited financial relief to eligible residential and commercial utility customers experiencing unusually high water consumption resulting from a verified leak.

AB 1234 REPORTS

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

1. Tule East Groundwater Sustainability Agency JPA (TEGSA) - August 5, 2026
2. Local Initiatives Navigation Center Committee (LINC) - August 5, 2026
3. Tule East Groundwater Sustainability Agency JPA (TEGSA) Special Meeting - August 10, 2026
4. Heritage Committee Meeting - August 10, 2026
5. Tulare County Association of Governments (TCAG) - August 17, 2026

ORAL COMMUNICATIONS

This is the opportunity to address the Council on any matter of interest, whether on the agenda or not. Unless additional time is authorized by the Council, each speaker shall be limited to three minutes. The total time for public comment shall not exceed one hour.

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 September 1, 2026, 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, requesting electronic participation as an accommodation, 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 N. Main Street, Porterville, CA 93257, and on the City's website at www.ci.porterville.ca.us.



CITY COUNCIL AGENDA – AUGUST 18, 2026

SUBJECT: Authorization to Purchase Axon Standards

SOURCE: Police

COMMENT: The Porterville Police Department continually evaluates technology solutions that improve operational efficiency, strengthen accountability, reduce organizational risk, and support employee development. As reporting and administrative requirements associated with use-of-force incidents, internal affairs investigations, citizen complaints, and employee performance have increased, supervisors and command staff are required to dedicate significant time to managing and documenting these functions.

Axon Standards is a cloud-based platform designed to streamline these administrative and supervisory functions. The platform includes an Early Intervention System that analyzes employee activity and alerts supervisors when established performance thresholds are met, allowing leadership to identify potential concerns and address them through training, mentoring, or corrective action when appropriate. Axon Standards also provides analytics and reporting capabilities to assist Department leadership with monitoring use-of-force incidents, complaints, employee performance, and organizational trends.

The Police Department currently utilizes Axon products and services under an existing Axon Enterprise Agreement. Staff proposes adding Axon Standards to the City's existing Axon technology environment for the remaining 54 months of the agreement. The proposed purchase includes 75 Axon Standards licenses and implementation services. The licenses are anticipated to begin January 1, 2027, and continue through June 30, 2031.

Integrating Axon Standards into the Department's existing Axon environment will provide supervisors and command staff with additional tools to improve administrative efficiency, enhance organizational oversight, identify trends, support employee development, and strengthen accountability and risk management.

Axon Enterprise, Inc. has provided a quote totaling \$73,497, consisting of \$43,497 for 75 Axon Standards licenses and \$30,000 for implementation

services. Funding for the purchase is available within the Police Department's adopted Fiscal Year 2026-27 Operating Budget. No additional appropriation is requested.

RECOMMENDATION: That the City Council authorize the addition of Axon Standards to the City's existing Axon Enterprise Agreement for the remaining 54 months of the agreement at a total cost not to exceed \$73,497, and authorize the City Manager or designee to execute all documents necessary to complete the purchase.

ATTACHMENTS: 1. Axon Standards Quote

Appropriated/Funded: Police Department's FY 2026-27 Operating Budget

Review By:

Department Director:
Bobby Radar, Interim Chief of Police

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-782847-46218DG

Issued: 07/15/2026

Quote Expiration: 08/31/2026

Estimated Contract Start Date: 01/01/2027

Account Number: 148556

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Porterville Police Dept. - CA 350 N D St Porterville, CA 93257-3651 USA	Porterville Police Dept. - CA 291 N Main St Porterville CA 93257-3737 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
David Gollobit Phone: +1 6023212774 Email: dgollobit@axon.com Fax:	Mark Hatch Phone: (559) 782-7400 Email: mhatch@ci.porterville.ca.us Fax:

Quote Summary

Program Length	54 Months
TOTAL COST	\$73,497.00
ESTIMATED TOTAL W/ TAX	\$73,497.00

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Jan 2027	\$73,497.00	\$0.00	\$73,497.00
Total	\$73,497.00	\$0.00	\$73,497.00

Quote Unbundled Price:	\$73,497.00
Quote List Price:	\$73,497.00
Quote Subtotal:	\$73,497.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
73638	AXON STANDARDS - LICENSE	75	54		\$10.74	\$10.74	\$43,497.00	\$0.00	\$43,497.00
A la Carte Services									
73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	1		\$30,000.00	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00
Total							\$73,497.00	\$0.00	\$73,497.00

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73638	AXON STANDARDS - LICENSE	75	01/01/2027	06/30/2031

Services

Bundle	Item	Description	QTY
A la Carte	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	350 N D St	Porterville	CA	93257-3651	USA

Payment Details

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	73638	AXON STANDARDS - LICENSE	75	\$43,497.00	\$0.00	\$43,497.00
Invoice Upon Fulfillment	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$30,000.00	\$0.00	\$30,000.00
Total				\$73,497.00	\$0.00	\$73,497.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

7/15/2026





CITY COUNCIL AGENDA – AUGUST 18, 2026

SUBJECT: Authorization to Repair Police Patrol Vehicle No. 3411

SOURCE: Transportation

COMMENT: Police Patrol Vehicle No. 3411 was involved in a vehicle pursuit and sustained damage during the incident, including damage to the front undercarriage. The vehicle is currently out of service pending necessary repairs.

The repair of Vehicle No. 3411 was previously authorized by the City Council through Minute Order No. 05-050526 and awarded to Milinich Body Works as the lowest responsive bidder. Following Council authorization, Milinich Body Works declined to perform the repairs because the vehicle had previously been partially disassembled by another repair facility and Milinich was unwilling to assume responsibility for completing repairs on a vehicle that had already been disassembled.

Staff subsequently reviewed the remaining estimates. Porterville Collision submitted the lowest remaining estimate at \$10,042.38, compared with \$10,767.99 from Golden State Paint and Body, a difference of \$725.61. The Porterville Collision estimate includes the parts, labor, taxes, and other costs associated with completing the identified repairs.

Because the vehicle has been partially disassembled and additional conditions may be identified during the repair process, staff recommends a 10% contingency of \$1,004.24, resulting in a total authorization not to exceed \$11,046.62.

Funding for the repair is available within the Police Department's operating budget. Staff will pursue reimbursement of eligible repair costs and associated expenses from the responsible party, as appropriate and consistent with applicable laws and procedures.

Approval of the recommended action will allow the City to proceed with the necessary repairs and return Police Patrol Vehicle No. 3411 to service.

RECOMMENDATION: That the City Council:

Item No. 2.

1. Authorize the repair of Police Patrol Vehicle No. 3411 by Porterville Collision at a cost not to exceed \$11,046.62, including a 10% contingency; and
2. Direct staff to pursue reimbursement of eligible repair costs and associated expenses from the responsible party, as appropriate and consistent with applicable laws and procedures.

ATTACHMENTS:

1. Golden State Paint and Body Repair Estimate – Vehicle No. 3411
2. Porterville Collision Repair Estimate – Vehicle No. 3411

Appropriated/Funded: Police Department's Operating Budget

Review By:

Department Director:
Russell Isom, Director of Transportation

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



Golden State Paint and Body

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

Workfile ID: 7bfce11a
Federal ID: 77-057-5597
Resale Number: 97-884984
State EPA: CAL000205607
BAR: 141571

Preliminary Supplement 1 with Summary

RO Number: 50851

Written By: Lupe Gamboa

Insured: CITY OF PORTERVILLE
Type of Loss:
Point of Impact: 12 Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:

CITY OF PORTERVILLE
(559) 202-7976 Cell
(559) 782-7597 Day

Inspection Location:

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

Insurance Company:

VEHICLE

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection black/White

VIN: 1FM5K8AB4NGB82987	Interior Color:	Mileage In: 35,617	Vehicle Out: 4/24/2026
License: 1661725	Exterior Color: black/White	Mileage Out:	
State: CA	Production Date: 9/2022	Condition: Good	Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Privacy Glass
Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera

RADIO

AM Radio
FM Radio
Stereo

Search/Seek

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
Xenon or L.E.D. Headlamps

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler
California Emissions

TRUCK

Trailer Hitch
Trailer Package

Preliminary Supplement 1 with Summary

RO Number: 50851

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection black/White

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2		O/H front bumper				4.5	
3	<>	Repl Bumper cover w/o auto park	LB5Z17D957SCPTM	1	657.03	Incl.	2.4
4		Add for Clear Coat					1.0
5	#	S01 Repl A/M Push bar		1		2.0	
6		R&I License bracket w/o deluxe holder INTERCEPTOR				0.2	
7	**	S01 Repl Non OEM Lower deflector	L1MZ8310F	1	139.50	Incl.	
8		Repl Lower cover INTERCEPTOR	LB5Z17D957AB	1	311.28	Incl.	
9		R&I RT Side trim w/o fog lamps				Incl.	
10	**	S01 Repl Non OEM CAPA LT Side trim w/o fog lamps	LB5Z15A245AA	1	69.00	Incl.	
11		R&I RT Bracket				Incl.	
12		R&I LT Bracket				Incl.	
13	**	S01 Repl Non OEM CAPA Impact bar (ALU)	R1MZ17757E	1	339.75	0.6	
14		GRILLE					
15		R&I Grille INTERCEPTOR				Incl.	
16		FRONT LAMPS					
17		S01 R&I RT R&I headlamp assy				0.3	
18		S01 R&I LT R&I headlamp assy				0.3	
19		RADIATOR SUPPORT					
20		S01 Repl Radiator support w/o active shutter	L1MZ16138N	1	850.80	3.5	
21		S01 Repl Radiator support screw	W716714S450B	1	4.00		
22		COOLING					
23		S01 Repl Radiator	L1MZ8005P	1	512.92 m	2.7	
24		S01 Repl RT Upper insulator	L1MZ8125A	1	19.60		
25		S01 Repl LT Upper insulator	L1MZ8125A	1	19.60		
26		S01 Repl LT Side seal	L1MZ8348K	1	70.80	0.1	
27	#	S01 Repl Coolant		1	35.00		
28		AIR CONDITIONER & HEATER					
29		S01 Repl Condenser	L1MZ19712B	1	526.00 m	Incl.	
30		S01 AC Service evacuate & recharge			m	1.7 M	
31		S01 AC Service refrigerant recovery			m	0.4 M	
32		HOOD					
33		S01 R&I Latch				Incl.	
34		FENDER					
35	*	S01 Repl LT Fender liner screw	W715060S450B	6	30.00	Incl.	
36		Repl LT Fender liner	LB5Z16103D	1	132.28	0.4	
37		S01 Repl RT Wheel flare w/o auto park w/o Timberline	LB5Z16038AC	1	258.13	0.3	
38		S01 Repl LT Wheel flare w/o auto park w/o Timberline	LB5Z16039AC	1	258.13	0.3	
39	*	S01 Rpr LT Rail end bracket				4.0	0.3

Preliminary Supplement 1 with Summary

RO Number: 50851

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection black/White

Note: Bracket at end of rail, serviced with lower rail.

40	ENGINE							
41	*	S01	Repl	Inlet duct	L1MZ9C675A	1	58.67	<u>0.2</u>
42	FRONT SUSPENSION							
43		S01	Repl	Susp crossmember 3.0, 3.3 liter GAS	NB5Z5C145B	1	916.55 m	6.2 M
44	*	S01	Repl	Protector	LB5Z5F078B	1	577.48	<u>Incl.</u>
45		S01	Repl	Wheel alignment align four wheels		1	m	1.8 M
46	RESTRAINT SYSTEMS							
47		S01	R&I	RT Ft impact sensor to 11/24/2024			m	0.3
48		S01	R&I	LT Ft impact sensor to 11/24/2024			m	0.3
49	PILLARS, ROCKER & FLOOR							
50		S01	R&I	RT Rocker molding				0.5
51		S01	R&I	LT Rocker molding				0.5
52	VEHICLE DIAGNOSTICS							
53	*		Rpr	Pre-repair scan			m	<u>0.5</u> M
54	*		Rpr	Post-repair scan			m	<u>0.5</u> M
55	MISCELLANEOUS OPERATIONS							
56	#	S01	Rpr	Frame setup & Measure				2.0
57	#	S01	Rpr	Pull Lt Bump bracket				1.0
58	**		Repl	Non OEM Tint Color / Spray test panel		1	7.50	0.5
59	**		Repl	Non OEM Flex additive		1	12.00	0.2
60	#		Rpr	Sand and polish / denib				0.5
61	#		Subl	Hazardous waste removal		1	10.00 X	
SUBTOTALS							5,816.02	36.3
								3.7

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				5,806.02
Body Labor	25.2 hrs	@	\$ 92.00 /hr	2,318.40
Paint Labor	3.7 hrs	@	\$ 92.00 /hr	340.40
Mechanical Labor	11.1 hrs	@	\$ 140.00 /hr	1,554.00
Paint	3.7 hrs	@	\$ 50.00 /hr	185.00
Miscellaneous				10.00
Subtotal				10,213.82
Sales Tax	\$ 5,991.02	@	9.2500 %	554.17
Grand Total				10,767.99

Preliminary Supplement 1 with Summary

RO Number: 50851

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection black/White

SUPPLEMENT SUMMARY

Line		Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Changed Items								
5	#		Repl A/M Puch bar		1		-2.0	
5	#	S01	Repl A/M Push bar		1		2.0	
Deleted Items								
9		R&I	LT Side trim w/o fog lamps				Incl.	
15		Repl	Skid plate INTERCEPTOR	L1MZ78001A08B	1	-649.55	-0.1	
18		R&I	RT Wheel flare w/o auto park w/o Timberline				-0.3	
19		R&I	LT Wheel flare w/o auto park w/o Timberline				-0.3	
Added Items								
7	**	S01	Repl Non OEM Lower deflector	L1MZ8310F	1	139.50	Incl.	
10	**	S01	Repl Non OEM CAPA LT Side trim w/o fog lamps	LB5Z15A245AA	1	69.00	Incl.	
13	**	S01	Repl Non OEM CAPA Impact bar (ALU)	R1MZ17757E	1	339.75	0.6	
16	FRONT LAMPS							
17		S01	R&I RT R&I headlamp assy				0.3	
18		S01	R&I LT R&I headlamp assy				0.3	
20		S01	Repl Radiator support w/o active shutter	L1MZ16138N	1	850.80	3.5	
21		S01	Repl Radiator support screw	W716714S450B	1	4.00		
22	COOLING							
23		S01	Repl Radiator	L1MZ8005P	1	512.92 m	2.7	
24		S01	Repl RT Upper insulator	L1MZ8125A	1	19.60		
25		S01	Repl LT Upper insulator	L1MZ8125A	1	19.60		
26		S01	Repl LT Side seal	L1MZ8348K	1	70.80	0.1	
27	#	S01	Repl Coolant		1	35.00		
28	AIR CONDITIONER & HEATER							
29		S01	Repl Condenser	L1MZ19712B	1	526.00 m	Incl.	
30		S01	AC Service evacuate & recharge			m	1.7 M	
31		S01	AC Service refrigerant recovery			m	0.4 M	
32	HOOD							
33		S01	R&I Latch				Incl.	
35	*	S01	Repl LT Fender liner screw	W715060S450B	6	30.00	<u>Incl.</u>	
37		S01	Repl RT Wheel flare w/o auto park w/o Timberline	LB5Z16038AC	1	258.13	0.3	
38		S01	Repl LT Wheel flare w/o auto park w/o Timberline	LB5Z16039AC	1	258.13	0.3	
39	*	S01	Rpr <u>LT Rail end bracket</u>				<u>4.0</u>	<u>0.3</u>
			NOTE: Bracket at end of rail, serviced with lower rail.					
40	ENGINE							
41	*	S01	Repl Inlet duct	L1MZ9C675A	1	58.67	<u>0.2</u>	
42	FRONT SUSPENSION							

Preliminary Supplement 1 with Summary

RO Number: 50851

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection black/White

43		S01	Repl	Susp crossmember 3.0, 3.3 liter GAS	NB5Z5C145B	1	916.55	m	6.2	M
44	*	S01	Repl	Protector	LB5Z5F078B	1	577.48		Incl.	
45		S01	Repl	Wheel alignment align four wheels		1		m	1.8	M
46		RESTRAINT SYSTEMS								
47		S01	R&I	RT Ft impact sensor to 11/24/2024				m	0.3	
48		S01	R&I	LT Ft impact sensor to 11/24/2024				m	0.3	
49		PILLARS, ROCKER & FLOOR								
50		S01	R&I	RT Rocker molding					0.5	
51		S01	R&I	LT Rocker molding					0.5	
56	#	S01	Rpr	Frame setup & Measure					2.0	
57	#	S01	Rpr	Pull Lt Bumpe bracket					1.0	
SUBTOTALS							4,036.38		26.3	0.3

TOTALS SUMMARY

Category	Basis			Rate	Cost \$
Parts					4,036.38
Body Labor	16.2 hrs	@	\$ 92.00 /hr		1,490.40
Paint Labor	0.3 hrs	@	\$ 92.00 /hr		27.60
Mechanical Labor	10.1 hrs	@	\$ 140.00 /hr		1,414.00
Paint	0.3 hrs	@	\$ 50.00 /hr		15.00
Subtotal					6,983.38
Sales Tax	\$ 4,051.38	@	9.2500 %		374.75
Total Supplement Amount					7,358.13
NET COST OF SUPPLEMENT					7,358.13

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	3,409.86	Lupe Gamboa
Supplement S01	7,358.13	Lupe Gamboa

Job Total: \$ 10,767.99

Preliminary Supplement 1 with Summary

RO Number: 50851

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection black/White

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

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

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

THIS ESTIMATE IS FOR REPAIRS TO MEET VEHICLE MANUFACTURER AND INDUSTRY STANDARDS. AS THE CUSTOMER, IT IS YOUR RESPONSIBILITY TO CONTACT THE THIRD-PARTY PAYOR FOR PAYMENT OF THE REPAIRS YOU HAVE AUTHORIZED.

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

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

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

Preliminary Supplement 1 with Summary

RO Number: 50851

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection black/White

VEHICLE MANUFACTURER'S SPECIFICATIONS.

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

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MF20, CCC Data Date 04/09/2026, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

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

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

SYMBOLS FOLLOWING PART PRICE:

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

SYMBOLS FOLLOWING LABOR:

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

OTHER SYMBOLS AND ABBREVIATIONS:

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

Preliminary Supplement 1 with Summary

RO Number: 50851

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection black/White

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

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

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

Preliminary Supplement 1 with Summary

RO Number: 50851

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection black/White

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
7	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO1228180 Non OEM Lower deflector Quote: 3425673339 Expires: 05/31/26	\$ 139.50
10	Collision Auto Parts NorCal (COL/NAP) 22290 Hathaway Avenue Hayward CA 94541 (510) 746-2888	#FD04BI010C Non OEM CAPA LT Side trim w/o fog lamps Quote: 15118961 Expires: 04/30/26	\$ 69.00
13	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO1006282DSC Non OEM CAPA Impact bar (ALU) Quote: 3425676905 Expires: 05/31/26	\$ 339.75

PORTERVILLE COLLISION CENTER

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

Workfile ID: eea7a6be
State EPA: CAL00035406
BAR: ARD00262887

Preliminary Estimate

Customer: CITY OF PORTERVILLE

Written By: Isidro Martinez

Insured: CITY OF PORTERVILLE
Type of Loss:
Point of Impact: 12 Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
CITY OF PORTERVILLE
350 N D ST
PORTERVILLE, CA 93257
(559) 782-7400 Cell

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

Insurance Company:
SELF PAY

VEHICLE

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection

VIN: 1FM5K8AB4NGB82987	Interior Color:	Mileage In: 35,612	Vehicle Out:
License: 1661725	Exterior Color:	Mileage Out:	
State: CA	Production Date: 9/2022	Condition:	Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Privacy Glass
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera
RADIO
AM Radio
FM Radio
Stereo

Search/Seek
Auxiliary Audio Connection
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
Xenon or L.E.D. Headlamps
SEATS
Cloth Seats

Bucket Seats
Reclining/Lounge Seats
WHEELS
Styled Steel Wheels
PAINT
Clear Coat Paint
OTHER
Rear Spoiler
California Emissions
TRUCK
Trailer Hitch
Trailer Package

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2		O/H front bumper				4.5	
3	**	Repl Non OEM CAPA Bumper cover w/o auto park	LB5Z17D957SCPTM	1	566.00	Incl.	2.4
4		Add for Clear Coat					1.0
5	**	Repl Non OEM License bracket w/o deluxe holder INTERCEPTOR	LB5Z17A385AA	1	28.00	0.2	
6	**	Repl Non OEM CAPA Lower cover INTERCEPTOR	LB5Z17D957AB	1	275.00	Incl.	
7	**	Repl Non OEM CAPA Lower deflector	L1MZ8310F	1	223.00	Incl.	
8	**	Repl Non OEM CAPA RT Side trim w/o fog lamps	LB5Z15A246AA	1	76.00	Incl.	
9	#	Remove push bar & reinstall brackets Note: New push bar to be installed by customer.		1		2.0	
10	**	Repl Non OEM CAPA Impact bar (ALU)	R1MZ17757E	1	453.00	0.6	
11		GRILLE					
12		R&I Grille INTERCEPTOR				Incl.	
13		FRONT LAMPS					
14		R&I RT R&I headlamp assy				0.3	
15		R&I LT R&I headlamp assy				0.3	
16		RADIATOR SUPPORT					
17	**	Repl Non OEM CAPA Radiator support w/o active shutter	L1MZ16138N	1	587.00	3.5	
18		Repl Radiator support screw	W716714S450B	1	4.00		
19		COOLING					
20		Repl Radiator	L1MZ8005P	1	512.92 m	2.7 M	
21		Repl RT Upper insulator	L1MZ8125A	1	19.60		
22		Repl LT Upper insulator	L1MZ8125A	1	19.60		
23		Repl LT Side seal	L1MZ8348K	1	70.80	0.1	
24		AIR CONDITIONER & HEATER					
25	**	Repl Non OEM Condenser	L1MZ19712B	1	148.00 m	Incl.	
26		AC Service evacuate & recharge			m	1.7 M	
27		AC Service refrigerant recovery			m	0.4 M	
28		HOOD					
29		R&I Latch				Incl.	
30		FENDER					
31	**	Repl Non OEM CAPA LT Fender liner	LB5Z16103D	1	119.00	0.4	
32	**	Repl Non OEM CAPA LT Wheel flare w/o auto park w/o Timberline	LB5Z16039AC	1	227.00	0.3	
33	**	Repl Non OEM CAPA RT Wheel flare w/o auto park w/o Timberline	LB5Z16038AC	1	227.00	0.3	
34		Repl RT Fender liner screw	W715060S450B	1	5.00		
35	**	Repl Non OEM CAPA RT Fender liner	LB5Z16102D	1	115.00	0.4	
36	*	Rpr RT Bracket				<u>1.0</u>	

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection

37	ENGINE					
38		Repl	Inlet duct	L1MZ9C675A	1	58.67
39	FRONT SUSPENSION					
40		Repl	Protector	LB5Z5F078B	1	577.48
41	*	Repl	Susp crossmember 3.0, 3.3 liter GAS	NB5Z5C145B	1	916.55 m <u>0.0</u>
			Note: PARTS: Part has related components that cannot be reused/reinstalled; front bolt, rear bolt and mount bolt.			
42		Repl	RT Susp crossmember front bolt	W719413S439	1	5.10
			Note: PARTS: Part cannot be reused/reinstalled.			
43		Repl	RT Susp crossmember rear bolt	W719413S439	1	5.10
			Note: PARTS: Part cannot be reused/reinstalled.			
44		Repl	RT Susp crossmember mount bolt	W716979S439	1	2.89
45	#		Install suspension crossmember +25%		1	1,162.50 X
46	RESTRAINT SYSTEMS					
47		Repl	RT Ft impact sensor to 11/24/2024	L1TZ14B004A	1	68.36 m 0.3 M
48			Air bag system diagnosis ck system operation			m 0.5 M
49		Repl	LT Ft impact sensor to 11/24/2024	L1TZ14B004A	1	68.36 m 0.3 M
50	PILLARS, ROCKER & FLOOR					
51		R&I	RT Rocker molding			0.5
52		R&I	LT Rocker molding			0.5
53	#	Subl	Hazardous waste removal		1	6.00
54	#	Repl	Cover Car		1	18.00 T
55	#		Color tint / color match		1	10.00 T 0.5
56	#	Repl	Flex additive		1	10.00 T
57	#		Setup		1	1.0
58	#		Pull - LT Rail/bracket		1	
59	**	Repl	Non OEM Coolant		1	32.00 T
60	#	Subl	Two wheel alignment		1	124.93
SUBTOTALS					6,741.86	22.3 3.4

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				5,509.36
Body Labor	16.4 hrs	@	\$ 94.00 /hr	1,541.60
Paint Labor	3.4 hrs	@	\$ 94.00 /hr	319.60
Mechanical Labor	5.9 hrs	@	\$ 125.00 /hr	737.50
Paint Supplies	3.4 hrs	@	\$ 50.00 /hr	170.00
Miscellaneous				1,232.50
Subtotal				9,510.56
Sales Tax	\$ 5,749.36	@	9.2500 %	531.82
Grand Total				10,042.38
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				10,042.38

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

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection

MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

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Preliminary Estimate

Customer: CITY OF PORTERVILLE

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MF20, CCC Data Date 04/16/2026, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

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

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

SYMBOLS FOLLOWING PART PRICE:

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

SYMBOLS FOLLOWING LABOR:

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

OTHER SYMBOLS AND ABBREVIATIONS:

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

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

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

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

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
3	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO1014140PP Non OEM CAPA Bumper cover w/o auto park Quote: 3423062203 Expires: 05/29/26	\$ 566.00
5	Collision Auto Parts NorCal (COL/NAP) 22290 Hathaway Avenue Hayward CA 94541 (510) 746-2888	#FD04LB005 Non OEM License bracket w/o deluxe holder INTERCEPTOR Quote: 15128727 Expires: 05/01/26	\$ 28.00
6	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO1015134C Non OEM CAPA Lower cover INTERCEPTOR Quote: 3423064445 Expires: 05/29/26	\$ 275.00
7	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO1228180C Non OEM CAPA Lower deflector Quote: 3423065090 Expires: 05/29/26	\$ 223.00
8	Collision Auto Parts NorCal (COL/NAP) 22290 Hathaway Avenue Hayward CA 94541 (510) 746-2888	#FD04BI009C Non OEM CAPA RT Side trim w/o fog lamps Quote: 15104868 Expires: 04/28/26	\$ 76.00
10	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO1006282DSC Non OEM CAPA Impact bar (ALU) Quote: 3427486485 Expires: 06/01/26	\$ 453.00
17	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO1225270C Non OEM CAPA Radiator support w/o active shutter Quote: 3427488216 Expires: 06/01/26	\$ 587.00
25	1-800-Radiator & A/C 1036 N. MARCIN STREET VISALIA CA 93291 (559) 734-4004	#300468UA Non OEM Condenser Quote: 56999464 Expires: 05/01/26	\$ 148.00
31	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO1248204C Non OEM CAPA LT Fender liner Quote: 3423066928 Expires: 05/29/26	\$ 119.00

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection

32	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO1290139C Non OEM CAPA LT Wheel flare w/o auto park w/o Timberline Quote: 3423068643 Expires: 05/29/26	\$ 227.00
33	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO1291139C Non OEM CAPA RT Wheel flare w/o auto park w/o Timberline Quote: 3427494213 Expires: 06/01/26	\$ 227.00
35	Keystone, Inc 3131 S NORTHPOINTE DR, SUITE 103 FRESNO CA 93725 (559) 268-8146	#FO1249204C Non OEM CAPA RT Fender liner Quote: 3427493053 Expires: 06/01/26	\$ 115.00



CITY COUNCIL AGENDA – AUGUST 18, 2026

SUBJECT: Approval of Accela PublicStuff Pro (myPorterville) Renewal Agreement

SOURCE: City Manager's Office

COMMENT: In 2013, the City Council authorized an agreement with Accela for the PublicStuff platform to support the development and operation of the myPorterville mobile application. Since that time, the City has continued utilizing PublicStuff as its Citizen Relationship Management (CRM) system, primarily to receive and track code enforcement concerns and coordinate work orders across multiple City departments.

The myPorterville application provides residents with a convenient method to report concerns and request City services, while providing staff with a centralized system to route requests to the appropriate department, track work orders, monitor response activity, and document resolution.

The City's current PublicStuff Pro subscription expires on September 16, 2026. Accela has provided a renewal proposal for a one-year subscription beginning September 17, 2026, and ending September 16, 2027, at a total cost of \$16,157.53.

Staff recommends the one-year renewal to ensure continuity of the myPorterville service while the City evaluates available CRM platforms and determines the most appropriate long-term solution for receiving, routing, tracking, and responding to community service requests. During the renewal period, staff will evaluate available CRM solutions to determine whether the City's current platform continues to provide the best combination of functionality, customer experience, integration capabilities, operational efficiency, and overall value.

Under the terms of the Renewal Order Form, subscriptions automatically renew annually following the subscription period. Additionally, software licenses, maintenance, and subscription purchases are non-cancelable and non-refundable. Staff will monitor the renewal period and provide timely notice of non-renewal should the City elect to transition to an alternative platform.

Funding in the amount of \$16,157.53 is available within the Fiscal Year 2026-2027 Community Promotions Budget, and no additional appropriation is required.

Approval of the one-year renewal will maintain uninterrupted access to myPorterville for residents and City staff while allowing the City sufficient time to evaluate its long-term CRM needs and determine the platform that provides the greatest operational and customer-service value.

RECOMMENDATION: That the City Council approve a one-year renewal with Accela, Inc. for PublicStuff Pro services supporting the myPorterville application for the period of September 17, 2026, through September 16, 2027, in an amount not to exceed \$16,157.53, and authorize the City Manager or designee to execute the Renewal Order Form and any non-substantive documents necessary to implement the agreement.

ATTACHMENTS: 1. Accela PublicStuff Pro Renewal Order Form

Appropriated/Funded: Community Promotions Budget

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Caitlin Carter
Contact Phone: (925) 359 - 3411
Contact Email: ccarter@accela.com
Quote ID: Q-37559
Valid Through: 7/17/2026
Currency: USD

Renewal Order Form

Address Information

Bill To:

Porterville Public Works Department, CA
555 N. Prospect Street
Porterville, California, 93257
United States

Ship To:

Porterville Public Works Department, CA
555 N. Prospect Street
Porterville, California 93257
United States

Billing Name: Lori Halleck
Billing Phone: 559-782-7466
Billing Email: lhalleck@ci.porterville.ca.us

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
PublicStuff Pro	Year 1	09/17/2026	09/16/2027	12	\$16,157.53	1	\$16,157.53
TOTAL:							\$16,157.53

Pricing Summary

Period	Net Total
Year 1	\$16,157.53
Total	\$16,157.53

Renewal Terms/Information:

- Notwithstanding anything to the contrary, this Order Form for Subscription Services, Enhanced Reporting Database (ERD), and Managed Application Services (MAS) is governed by the applicable terms and conditions at [Accela Terms](#) (collectively, the "Agreement")
- No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null and void.
- For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.
- Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start

Date of Customer's first Subscription purchase.

5. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
6. Pricing is based upon payment by ACH and check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.
7. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer's existing licenses.

Signatures	
Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



CITY COUNCIL AGENDA – AUGUST 18, 2026

SUBJECT: Authorization of Traffic Signal Upgrade at D Street and Morton Avenue

SOURCE: Transportation

COMMENT: The traffic signal at the intersection of D Street and Morton Avenue is a critical component of the City's transportation network. The existing pavement-embedded inductive loop detection system has experienced failures that prevent proper signal operation for two directions of travel and require corrective action.

Although replacing the damaged loops would restore signal operation, an additional approach to the intersection is currently under construction and several additional loops have been removed as part of that work. Rather than incur additional costs to replace pavement-embedded detection loops that are susceptible to damage during roadway construction and rehabilitation, staff recommends converting the intersection to the City's current video detection standard.

The proposed project includes replacement of the existing inductive loop detection system with video detection technology, new traffic signal cabinet components, a signal controller, video detection cameras, pedestrian push buttons, and related equipment necessary to modernize the intersection. Converting the intersection to video detection will improve reliability, reduce future maintenance costs, eliminate the need for pavement cuts associated with loop replacement, and simplify future roadway rehabilitation projects. The Econolite quotation includes a four-approach Autoscope Vision detection system, four video sensors, eight pedestrian push buttons, associated control equipment, and other traffic signal components.

Staff recommends purchasing the required equipment directly from Econolite on a sole-source basis to maintain compatibility and standardization with the City's existing traffic signal system. Econolite manufactures the City's existing traffic signal detection equipment, and its components are compatible with the City's current signal cabinets, controllers, software, and maintenance practices. Procuring equipment from another manufacturer could require modifications to existing infrastructure, increase maintenance complexity, and reduce standardization within the City's traffic signal network. Purchasing

directly from Econolite also provides manufacturer support, warranty coverage, and continued compatibility with the City's existing system.

City Transportation staff will perform the installation using City forces, avoiding outside installation costs while allowing the intersection to be restored to full operation in a timely manner. The Econolite quotation also includes limited field-service support for detection system turn-on and commissioning.

Econolite has submitted a quotation in the amount of \$65,678.18. The quotation includes estimated taxes and tariffs, and Econolite advises that actual tariff fees in effect at the time of shipment may vary from the amount included in the quotation. Staff therefore recommends a ten percent contingency to address unforeseen material costs, tariff adjustments, or other project-related costs, resulting in a total authorization not to exceed \$72,246.

Funding for the project is available through the General Fund Reserve Deferred Maintenance Fund. The project will rehabilitate and modernize an existing City-owned transportation asset and is consistent with the intended purpose of the Deferred Maintenance Fund. Because reserve funding is being utilized, staff recommends adoption of the accompanying Resolution appropriating \$72,246 for the project.

Staff recommends authorization of the traffic signal upgrade and sole-source purchase to restore reliable signal operation while modernizing the intersection to the City's current traffic signal detection standard.

RECOMMENDATION:

That the City Council:

1. Adopt the attached Resolution appropriating \$72,246 from the General Fund Reserve Deferred Maintenance Fund for the Traffic Signal Upgrade at D Street and Morton Avenue;
2. Authorize the sole-source purchase of traffic signal video detection system components and related equipment from Econolite in an amount not to exceed \$72,246, including a ten percent contingency; and
3. Authorize the City Manager or designee to execute any non-substantive documents necessary to complete the purchase and implement the project.

ATTACHMENTS:

1. Econolite Quote – D Street and Morton Avenue Traffic Signal Upgrade
2. Draft Resolution

Appropriated/Funded: General Fund Reserve Deferred Maintenance Fund

Review By:

Department Director:
Russell Isom, Director of Transportation

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



Quotation

8/7/2026

To:

Bryan Searle
City of Porterville

Quote Name: Intersection Quote - Morton @ D
Project Reference:
Econolite Reference: Q-58222-A4FA

Item #	Part	Qty	Description	Tariff	Price per	Extended
1	STCAB3889	1	332 ANOD HYBRID PORTERVILLE NO PHASE SELECTORS, NO LS INCLUDES THE FOLLOWING: 1 332 CAB ALUM ANOD 1 FILTER PM 332 12 X 16 X 1 1 332 DUAL FAN PNL 2 CABINET LOCK, W/ SHIM AND GASKET 1 332 DRAWER 4 33X LED LIGHT ASSEMBLY 1 LED POWER SUPPLY ASSEMBLY 4 ANCHOR BOLT, 18 X 3/4 X 2.5, GALVANIZED STEEL DETECTION 1 DET RACK, 16 LOOP, TS2 W/EVP, RACK 2 1 PCA 16 LOOP DET INTERFA, TS2 D/AD PLUG-INS 6 FLASH TRANSFER RELAY, COIL VOLTAGE LED 1 MODULE, POWER SUPPLY, RACK, MOUNT, SF 1 SMART MONITOR, MMU2-16LEip, NEMA LCD MANAGEMENT UNIT 2 FLASHER, SOLID STATE, 170 SPEC, SAFETRAN LABELING, EDI 204-SF SUB-ASSEMBLIES 1 PDA HYBRID, SSR 3 HALF-WIDE, BUS INTF UNIT 1 CABLE, CCA1 CONTROLLER, TO POWER BUSS 6 HARNESS, SDLC, DB 15, 6 FT 1 HARNESS, SDLC, DB, 15, 1 FT, 1 SHLD 1 PANEL, POWER/AUX, ACP340, 332 HYBRID 1 INPUT PANEL, 332 HYBRID 1 SERVICE PANEL, 332 HYBRID 1 CHASSIS, OUTPUT, LOADBAY, 16FPB, 33X HYBRID, 16 FPB 1 MANUAL SWITCH, SPST, 72" L, RECTRACTABLE, COILED	\$275.32	\$17,027.00	\$17,027.00

1250 N. Tustin Ave. Anaheim, Ca. 92807

econolite.com/feedback



Quotation

2	31095G12	12	LOAD SWITCH DUAL IND TSC MODEL 300 OI	\$0.00	\$58.10	\$697.20
3	COBGRM2210000 0000000	1	COBALT G-SERIES RM 33X C1, JP4 POS 2-3 EOS, WITH PWR CORD, 8MB DATAKEY, NO COMM	\$184.26	\$5,380.80	\$5,380.80
	AUTOSCOPE VISION 4- APPROACH INTERSECTION		AUTOSCOPE VISION 4-APPROACH INTERSECTION INCLUDES LINE ITEMS 4-9	\$959.03	\$25,620.00	\$25,620.00
4	AVISION	4	SENSOR, VIDEO, VISION			
5	205-1031-501 AMBKTM11S	4	ASSY, EASY BRACKET, AUTOSCOPE			
6	1175-011	1,000	CABLE,ROUND,3 COND, 1000' 18 AWG,BLACK POLYETHYLENE JCKT			
7	A700-1166-01 AVCM	1	ASSY, ACP, PRIMARY MODEL AVCM			
8	33550G5	1	ASSY,CABLE, CNTRLR TO A/SCOPE TS2- RS485			
9	FSR-SVC-DET	1	DETECTION TURN-ON LABOR; INCLUDES 4 HOURS OF FSR SUPPORT			
10	171-1369-502	1	ASSY, GPS, 16X, W/DB25 CABLE	\$1.59	\$319.20	\$319.20
11	Polara 2 Wire iNS29VN1-G PPB	8	Polara 2 Wire iNS29VN1-G PPB	\$0.00	\$713.73	\$5,709.84
12	Polara 2 Wire iCCU-S2 Shelf Mount Control Unit w/ICB & Cables	1	Polara 2 Wire iCCU-S2 Shelf Mount Control Unit w/ICB & Cables	\$0.00	\$4,063.33	\$4,063.33

Subtotal	\$58,817.37
Shipping & Handling*	
Taxes**	\$5,440.61
Tariffs**	\$1,420.20
TOTAL	\$65,678.18

1250 N. Tustin Ave. Anaheim, Ca. 92807

econolite.com/feedback



Quotation

Any tariff amount shown is an estimate of the tariff fee based on information available as of today's date. Econolite will pass through all tariff fees in effect at the time of shipment, which may be different from the tariff amount set forth herein and on the order acknowledgment.

Unless specifically requested by the customer and noted on this quotation, the product(s) quoted herein may not comply with any BABA Act (Build America/Buy America) requirements.

Cabinet designs are considered final at time of order. Changes requested after date of order may result in additional fees and extended shipping lead times.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination, or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited except as required by law.

Quote Valid For Days: 60

FOB: Origin

Terms: NET30

*Ship Terms: PPD

**Taxes and Tariffs Estimated (if included)

Corey Kelly

Corey Kelly, Senior Account Executive

Mobile: 714-273-4912

ckelly@econolite.com

Shipping Date: To be determined at time of receipt of order

1250 N. Tustin Ave. Anaheim, Ca. 92807

econolite.com/feedback

RESOLUTION NO. ____-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE GENERAL FUND
RESERVE DEFERRED MAINTENANCE FUND FOR THE TRAFFIC SIGNAL UPGRADE
AT D STREET AND MORTON AVENUE

WHEREAS, the traffic signal at the intersection of D Street and Morton Avenue is an existing City-owned transportation asset that requires modernization to improve traffic operations, reliability, and public safety; and

WHEREAS, the existing pavement-embedded inductive loop detection system has experienced failures that prevent proper signal operation for two directions of travel, and additional detection loops have been removed as part of ongoing roadway construction; and

WHEREAS, the City proposes to modernize the intersection by replacing the existing inductive loop detection system with video vehicle detection technology and installing a signal controller, traffic signal cabinet components, pedestrian push buttons, and related equipment necessary to improve the operation and reliability of the intersection; and

WHEREAS, the City Council has determined that the project is consistent with the purpose and intent of the General Fund Reserve Deferred Maintenance Fund by rehabilitating and upgrading existing City-owned transportation infrastructure.

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

1. The City Council finds that the Traffic Signal Upgrade at D Street and Morton Avenue is within the intent and purpose of the General Fund Reserve Deferred Maintenance Fund.
2. The City Council hereby approves and authorizes the appropriation of \$72,246 from the General Fund Reserve Deferred Maintenance Fund for the Traffic Signal Upgrade at D Street and Morton Avenue.

PASSED, APPROVED AND ADOPTED this 18th day of August, 2026.

Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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



CITY COUNCIL AGENDA – AUGUST 18, 2026

SUBJECT: Approval of Retirement and Sale of Police Facilities Dog

SOURCE: Police

COMMENT: In September 2023, the City of Porterville purchased Bodie, a Yellow Labrador Retriever, for use as a Police Facilities Dog. Bodie is four years old and has served the Police Department for the majority of his life.

As an administrative decision, the Police Department is discontinuing the Police Facilities Dog Program and retiring Bodie from active service. During his service, Bodie provided valuable support by promoting employee wellness, assisting during stressful and traumatic incidents, and fostering positive interactions within the workplace and community.

Upon retirement, staff recommends transferring ownership of Bodie to his longtime handler, Melinda Rios. Due to their established handler relationship and Ms. Rios' familiarity with Bodie's care, temperament, and needs, staff believes transferring ownership to Ms. Rios is in Bodie's best interest.

Under the proposed Canine Purchase Agreement, Ms. Rios will purchase Bodie from the City for \$1.00. The City will also transfer Bodie's existing kennel and carrier to Ms. Rios at no additional cost.

Upon transfer of ownership, Ms. Rios will assume full responsibility for Bodie's care, maintenance, food, housing, medical needs, expenses, and liability. Bodie will be transferred in his current condition, and the City will have no further responsibility for his care following completion of the transfer. The Purchase Agreement also includes release and indemnification provisions related to Ms. Rios' ownership and control of Bodie.

Staff recommends approval of Bodie's retirement and sale to Ms. Rios and authorization for the Mayor to execute the Canine Purchase Agreement.

RECOMMENDATION: That the City Council:

1. Approve the retirement and sale of Police Facilities Dog Bodie to employee Melinda Rios for \$1.00, including the transfer of

Item No. 5.

Bodie's existing kennel and carrier at no additional cost; and
2. Authorize the Mayor to execute the Canine Purchase Agreement and any related documents necessary to complete the transfer of ownership.

ATTACHMENTS: 1. Canine Purchase Agreement – Bodie

Appropriated/Funded: Not Applicable

Review By:

Department Director:
Bobby Rader, Interim Chief of Police

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

City of Porterville
Canine (K-9) Purchase Agreement

This Agreement is entered into between the City of Porterville ("City") and Melinda Rios ("Employee") with reference to the following findings:

- A. Employee is assigned to the Administrative Services Division and has served as the handler for the City's Police Facilities Dog, Bodie.
- B. In connection with her assignment as Bodie's handler, Employee has had the care, custody, and control of Bodie. Because of the significant amount of time a handler spends with a canine partner, a strong mutual bond has developed between Employee and Bodie. Bodie has received specialized training related to his role as a Police Facilities Dog and has developed an established working relationship with Employee.
- C. The Police Department has made the administrative decision to discontinue the Police Facilities Dog Program, and Bodie will be retired from active service. During his service, Bodie provided valuable support by promoting employee wellness, assisting during stressful and traumatic incidents, and fostering positive interactions within the workplace and the community. In recognition of his dedicated service, the Department recommends formally retiring Bodie and transferring ownership to Employee.
- D. Based on the findings set forth above, the City desires to sell Bodie to Employee pursuant to the terms of this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SALE AND TRANSFER OF OWNERSHIP

The City hereby sells and transfers ownership of Bodie to Employee for the sum of one dollar (\$1.00).

The City shall also transfer Bodie's existing kennel and carrier to Employee at no additional cost.

Upon execution of this Agreement and payment of the purchase price, Employee shall become the sole owner of Bodie and the transferred property.

2. ASSUMPTION OF RESPONSIBILITY

Employee accepts Bodie in his current condition and agrees to assume full responsibility for his care, custody, maintenance, securing, food, housing, veterinary care, medical needs, and all other costs and expenses associated with his ownership.

Following transfer of ownership, the City shall have no further responsibility for Bodie's care,

maintenance, health, medical treatment, housing, or expenses.

Employee acknowledges that the City has made no representations or warranties regarding Bodie's present or future health, temperament, condition, personality, character, or behavior and accepts Bodie "as is."

Employee further acknowledges that the behavior, health, temperament, or personality of any animal may change over time and assumes all risks associated with Bodie's ownership, possession, care, and behavior, including any risk of injury or property damage arising from Bodie's actions.

3. RELEASE, HOLD HARMLESS, AND INDEMNIFICATION

To the fullest extent permitted by law, Employee agrees to release, defend, indemnify, and hold harmless the City of Porterville, its officers, officials, employees, agents, and volunteers from and against any and all claims, causes of action, liabilities, losses, damages, obligations, judgments, costs, or expenses, including reasonable attorney fees and litigation costs, arising out of or related to Employee's ownership, possession, custody, care, or control of Bodie following transfer of ownership.

This obligation includes claims or damages arising from Bodie's actions or behavior, or from Employee's acts or omissions relating to Bodie, except to the extent any loss or damage is caused by the sole negligence or willful misconduct of the City.

4. WAIVER

Employee knowingly and voluntarily waives any claim she may have, on behalf of herself and her heirs, assigns, or successors, against the City arising out of or relating to her ownership, possession, custody, care, or control of Bodie following transfer of ownership, except as otherwise prohibited by law.

5. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties concerning the sale and transfer of Bodie and supersedes any prior oral or written representations concerning the subject matter of this Agreement.

This Agreement may be amended only by a written agreement signed by both parties.

6. EFFECTIVE DATE

This Agreement shall become effective upon execution by both parties and payment by Employee of the purchase price.

Date: _____

EMPLOYEE

Melinda Rios

CITY OF PORTERVILLE

Greg Meister, Mayor



CITY COUNCIL AGENDA – AUGUST 18, 2026

SUBJECT: Authorization to Join the Protect Public Funds Coalition in Support of Comprehensive Tort Reform

SOURCE: Transportation

COMMENT: The City's Transit Division participates in the California Transit Indemnity Pool (CalTIP) for liability coverage and risk-management services. On July 27, 2026, CalTIP's program administrator notified member agencies of a coordinated statewide effort led by the California Association of Joint Powers Authorities (CAJPA) to advocate for comprehensive tort reform affecting California public agencies. CalTIP encouraged its member agencies to seek direction from their governing boards and consider joining the Protect Public Funds Coalition.

According to CAJPA, public-entity liability costs have tripled over the past seven years, exceeding \$7 billion in known exposure, and are projected to increase an additional 70 percent by Fiscal Year 2027-28. CAJPA maintains that increasing liability costs are affecting public-agency risk pools and the insurance market and can ultimately divert public resources from essential programs and services.

The Protect Public Funds Coalition includes the League of California Cities and numerous cities, counties, school districts, joint powers authorities, and other public agencies. The coalition is advocating for reforms addressing three principal areas: limitations on damages against public entities, proportional allocation of economic damages based on responsibility, and enhanced evidentiary and procedural standards for certain older claims where evidence may no longer be available.

The coalition states that these reforms are intended to balance appropriate compensation and access to the courts with the long-term financial sustainability of public agencies and protection of taxpayer-funded public services. This issue is relevant to the City because the Transit Division participates in CalTIP and is directly affected by the broader public-agency risk-pooling and insurance environment.

Joining the coalition does not require a financial contribution or otherwise commit City funds. Participation would authorize the inclusion of the City of

Porterville's name and logo on the coalition letter and add the City's voice to the statewide discussion regarding public-entity liability reform.

RECOMMENDATION: That the City Council authorize the City of Porterville to join the Protect Public Funds Coalition in support of comprehensive tort reform for civil actions against public entities; authorize the inclusion of the City's name and logo on the coalition's June 19, 2026 letter to the California State Legislature; and authorize the City Manager or designee to take the administrative actions necessary to communicate the City's support to the coalition.

ATTACHMENTS: 1. Protect Public Funds Coalition Letter – June 19, 2026

Appropriated/Funded: Not Applicable

Review By:

Department Director:
Russell Isom, Director of Transportation

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



association of california
school administrators



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DESERT
SANDS
UNIFIED
SCHOOL
DISTRICT



IRVINE UNIFIED
SCHOOL DISTRICT



CITY OF
WALNUT
CREEK



NORTHERN CALIFORNIA
SCHOOLS INSURANCE GROUP



CITY OF
LA MESA
JEWEL of the HILLS





CITY OF
FOLSOM
DISTINCTIVE BY NATURE



Schools
Insurance
Group



TORRANCE
UNIFIED SCHOOL DISTRICT





Date: June 19, 2026

To: Members, California State Legislature

Urgent Need for Comprehensive Tort Reform to Protect California Taxpayers, Survivors, and Essential Public Services

On behalf of the undersigned organizations, we urge the Legislature to enact meaningful tort reform for civil actions against public entities. New data released by the California Association of Joint Powers Authorities (CAJPA) confirms what our members have been warning lawmakers about for years: **public-entity liability costs have tripled in the last seven years, now exceeding \$7 billion in known exposure. Costs are on pace to grow another 70 percent by 2027–28.** The fiscal trajectory is unsustainable, the structure of liability is fundamentally unfair to taxpayers, and the consequences are now measured in billions of dollars diverted away from classrooms, fire stations, roads, mental health

services, and the essential programs Californians depend on every day.

Our organizations share a deep and unwavering commitment to ensuring that survivors of harm receive justice, support, and meaningful compensation. California's public agencies are not asking for insulation from accountability. We do not seek to deny survivors their day in court. Instead, we seek to fix a system that, as currently structured, transfers enormous wealth to plaintiffs' law firms and threatens the financial solvency of the very public agencies tasked with protecting and serving our vulnerable community members. The longer the Legislature waits, the more public services will be cut, the more agencies will face insolvency.

The Path Forward. We urge the Legislature to advance a comprehensive tort reform package for civil actions against public entities that, at minimum, includes the following:

- **Defined benefits** including caps on damages in civil actions against public entities, ensuring survivors and other injured parties are made whole while preserving the capacity to deliver essential public services.
- **Proportional (several) liability for economic damages** in civil actions against public entities, so that taxpayers pay only for the share of harm actually attributable to the public agency. This way the perpetrators bear the cost of their own conduct and not taxpayers.
- **Heightened evidentiary and procedural standards** for claims where witnesses, records, and evidence archives are absent or insufficient to assign culpability.

Why are Billions of Taxpayer Dollars Being Diverted from Essential Services? AB 218 (Gonzalez, Chapter 861, Statutes of 2019) related to childhood sexual assault is one stark driver, but it is not the only one. Across the spectrum of civil litigation against public entities — from premises liability to dangerous conditions — plaintiffs' firms are increasingly targeting governmental defendants precisely because they are perceived as having the deepest pockets. The result is an unreasonable transfer of public resources to private wealth that the Legislature has both the power and the responsibility to address

How Are Claims Against Public Entities Funded? Most cities, counties, special districts, and school districts in California do not purchase liability coverage from traditional commercial insurance carriers because it is either too expensive, does not provide sufficient coverage, or is simply not offered. Instead, they self-fund their liability coverage or they collectively pool risk through Joint Powers Authorities (JPAs), which are not insurance companies with large capital reserves. Every self-funded claim, including those paid out of a JPA, comes from taxpayer-funded member contributions paid by cities, counties, schools, and other public agencies from the same general fund dollars that pay for police officers, firefighters, teachers, road crews, and homelessness response.

When a JPA pays out claims of magnitude, every member agency in that pool feels it

through higher premiums, the potential need for special assessments, reduced coverage limits, and/or increasingly, the inability to obtain coverage at all. Public agencies that have never had a single AB 218 claim filed against them are facing double-digit premium increases. For schools, this means Proposition 98 education dollars intended to support today's students are paying for decades-old liabilities. Even for cities and counties that have few claims filed against them it means delaying critical infrastructure maintenance and reducing local government's ability to provide social-safety-net services to the most vulnerable Californians.

Plaintiffs' Attorneys Are on Track to Profit Over Half a Billion Taxpayer Dollars

Every Year. In civil actions against public entities, plaintiffs' counsel commonly recover contingency fees of 40 percent or more of the gross judgment or settlement. Even using a conservative 30 percent contingency assumption, **estimated plaintiff attorney fees in actions against California public entities have climbed to over \$500 million annually.** In many individual cases, **attorney fees approach 50 percent of the taxpayer-funded settlement or award.** That means that for every \$10 million paid by a city, county, JPA, or school district, as much as \$4 to \$5 million is paid to a private law firm. It does not go to the survivor, nor does it go to mental health services, prevention or victim assistance, or back to the taxpayers who funded the payment. Plaintiffs' firms are, in many cases, the single largest beneficiaries of the current system.

Caps on Damages Are Essential to Preserve Public Services and Solvency.

Support for meaningful tort reform must include caps on damages in actions against public entities. Without such caps, the cascading effects of recent legislation will only worsen, and the very real threat of insolvency among California's public agencies, already materializing in some regions, will only accelerate. California already imposes reasonable limits in medical malpractice cases under MICRA, recognizing the public interest in such restrictions. The same principle should apply when taxpayer dollars are the source of the payment.

Public Entities Should Pay in Proportion to Their Actual Fault — Not for the

Crimes of Others. Under California's current liability structure, a public entity found just one percent at fault can be ordered to pay the entirety of a plaintiff's economic damages — even when the overwhelming majority of fault lies with a criminal actor who has no assets to satisfy a judgment.

The result is morally indefensible: perpetrators escape financial accountability for their conduct, while taxpayers — through their cities, counties, transit agencies, and school districts — are forced to pay for the harm that resulted. It allows perpetrators to walk away while public services are gutted to satisfy awards for conduct the public entity did not commit. **The Legislature must restore proportional (several) liability for economic damages in actions against public entities, so that they are responsible only for the share of harm attributable to the public agency's own conduct.**

Survivors Deserve Their Day in Court, and Public Entities Deserve a Meaningful Opportunity to Defend.

Restoring balance to AB 218 claims involving decades-old conduct does not require closing the courthouse door to survivors. Rather, it requires recognizing that, after decades have passed, the records and witnesses needed to fairly

adjudicate a claim are often incomplete or simply gone. For claims involving conduct that occurred decades ago, we urge the Legislature to restore balance by reinstating a prior-knowledge requirement, paired with a clear-and-convincing-evidence standard. Prior to AB 218, California law permitted survivors to bring claims against public entities outside the statute of limitations, when a plaintiff could show the entity "knew or had reason to know, or was otherwise on notice, of any unlawful sexual conduct" by the perpetrator and failed to implement reasonable safeguards. That framework provided a meaningful path to justice for survivors with evidence of institutional culpability while also protecting taxpayers from liability for conduct the public entity had no realistic means to anticipate, prevent, or now defend against.

Our coalition stands ready to work with the Legislature, the Administration, and the survivor community to craft a balanced, durable solution so that necessary action can be taken now. Detailed findings and supporting data are available in CAJPA's recent report, *Protecting Public Funds: The Rising Cost of Claims Against California Public Entities*. Please do not hesitate to contact us with questions or to discuss specific legislative vehicles.

Sincerely,

California Association of Joint Powers Authorities (CAJPA)
California School Boards Association (CSBA)
California Association of School Business Officials (CASBO)
Los Angeles Unified School District (LAUSD)
Association of California School Administrators (ACSA)
The Rural County Representatives of California (RCRC)
California Association of Recreation and Park Districts (CARPD)
California Special Districts Association (CSDA)
League of California Cities
City of Eastvale
City of Bakersfield
City of Blythe
City of Calimesa
City of Cloverdale
City of Chico
City of Cotati
City of Corona
City of El Segundo
City of Fort Bragg
City of Highland
City of Eureka
City of Rancho Cucamonga
City of Riverside
City of Lake Elsinore
City of Fairfield
City of Dunsmuir

City of Upland
City of Oroville
City of Menifee
City of Vacaville
City of St. Helena
City of Placerville
City of Shasta Lake
City of Mt. Shasta
City of Marysville, Yuba County
City of Colton
City of Jurupa Valley
City of Rancho Cordova
City of Folsom
City of Paramount
City of South Gate
City of Citrus Heights
City of Stanton
City of Elk Grove
City of Perris
City of Roseville
City of Petaluma
City of Whittier
City of Yreka
City of Weed
City of Willows
City of Walnut Creek
City of Lake Port
City of La Mesa
City of Murrieta
City of Tehama
La Mesa Spring Valley Schools
City of Live Oak
City of La Mirada
City of Bellflower
Hope School District
Merced County
Northern California Schools Insurance Group
ABC Unified School District
Wheatland Union High School District
Brett Harte Union High School District
Sebastopol Charter
Redwood Empire Schools Insurance Group (RESIG)
NorCal Cities Self-Insurance Fund
Lemon Grove School District
Natomas Charter School
Sonoma Charter School

Santa Rosa City Schools
Huntington Beach City School District
Kern County Superintendent of Schools (KCSOS)
Sebastopol Independent Charter School
Palo Verde Valley Transit Agency (PVVTA)
Schools Excess Liability Fund (SELF)
Butte Schools Self-Funded Programs
Hermosa Beach City School District
Oroville Union High School District
Schools Insurance Authority (SIA)
Schools Insurance Group
Tuolumne JPA
San Marcos Unified School District
Sierra Sands Unified School District
Tulare Joint Union High School District
Desert Sands Unified School District
Golden State Risk Management Authority
County of Inyo
County of Kings
County of Solano
County of Siskiyou
Trindel Risk Management for Rural Counties
Central Region School Insurance Group
West Covina Unified School District
California Association of Suburban School Districts
Poway Unified School Districts
Torrance Unified School Districts
Lindsay Unified School Districts
Bennett Valley Union School District
Special District Risk Management Authority
Oroville City Elementary School District
Buckeye Union School District
Southern California Regional Liability Excess Fund (SCR)
Northern California Regional Liability Excess Fund (NCR)
Schools Association For Excess Risk (SAFER)
Cajon Valley Union School District
Redondo Beach Unified School District
Corona Norco Unified School District
Irvine Unified School District
East Side Union High School District
North Coast Schools Insurance Group
Alameda County Schools Insurance Group
Town of Truckee
City of Grass Valley
Central Fire District, Santa Cruz County
Beta Healthcare Group

School & College Legal Services of California
Sebastopol Independent Charter School
Wright Elementary School District
Sonoma County Office of Education
California Affiliated Risk Management Authorities (CARMA)
Employment Risk Management Authority (ERMA)
California LULAC (League of United Latin American Citizens)
California Intergovernmental Risk Authority (CIRA)
California Joint Powers Risk Management Authority (CJPRMA)



CITY COUNCIL AGENDA – AUGUST 18, 2026

SUBJECT: Approval of Joint Funding Agreement with Burton School District for a School Resource Officer

SOURCE: Police

COMMENT: The Porterville Police Department and Burton School District have an established partnership to provide a School Resource Officer (SRO) to support a safe and secure learning environment for students, faculty, and staff. Burton School District has agreed to continue its cost-sharing partnership with the City for the 2026-2027 school year. The proposed Joint Funding Cooperative Agreement has a one-year term beginning July 1, 2026, and ending June 30, 2027.

Under the proposed agreement, the City will provide one sworn Police Officer to serve as the SRO beginning with the school year in August 2026 through June 2027. The SRO will respond to reports of criminal activity and other activities threatening the safety and security of students at Burton School District campuses located within the City's geographical limits, as well as Summit Charter Collegiate Academy, Summit Charter Intermediate Academy, and Lombardi Elementary School. The SRO may also assist with other high-priority Police Department needs when determined necessary by the on-duty supervisor.

The Police Department will remain responsible for selecting the officer assigned as the SRO, including an acting SRO when the designated officer is unavailable. The SRO will remain a City employee under the direction and control of the Police Department.

The maximum estimated salary and benefit cost for one SRO during the term of the agreement is \$123,000. Under the proposed cost-sharing arrangement, Burton School District will fund 65% of the actual salary and benefit costs, up to \$79,950, and the City will fund the remaining 35%, up to \$43,050. The City will also be responsible for approximately \$13,000 in ancillary costs, resulting in an estimated total City contribution of \$56,050.

Burton School District will reimburse the City based on actual salary and benefit costs, excluding ancillary costs, up to the District's maximum

contribution of \$79,950. Payment will be made pursuant to invoices issued by the City, with the full District contribution due no later than the end of the City's fiscal year on June 30, 2027.

The SRO program provides a dedicated law enforcement presence within the school community while supporting crime prevention, student and staff safety, and positive interaction between students and law enforcement. In addition to responding to criminal activity, the SRO serves as a resource to students, parents, teachers, and school staff on law enforcement-related matters and works collaboratively with school administrators to promote a safe learning environment.

Security services requested outside the SRO's regular work schedule, including after-school events requiring overtime, are not included in the cost-sharing arrangement and will be separately billed to Burton School District in accordance with applicable City rates.

Funding for the City's share of the SRO program is available within the Police Department's adopted Fiscal Year 2026-27 Operating Budget. Staff recommends continuation of the partnership with Burton School District and approval of the proposed Joint Funding Cooperative Agreement.

RECOMMENDATION: That the City Council:

1. Approve the Joint Funding Cooperative Agreement with Burton School District for one School Resource Officer for the period of July 1, 2026 through June 30, 2027; and
2. Authorize the City Manager or designee to execute the agreement and any related documents necessary to effectuate the agreement.

ATTACHMENTS: 1. Joint Funding Cooperative Agreement with Burton School District – 2026-2027

Appropriated/Funded: Police Department FY 2026-27 Operating Budget

Review By:

Department Director:
Bobby Radar, Interim Chief of Police

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



JOINT FUNDING COOPERATIVE AGREEMENT

This Agreement is entered into as of **July 1, 2026**, by and between the **CITY OF PORTERVILLE** ("CITY" or "DEPARTMENT"), and the **BURTON SCHOOL DISTRICT** ("BSD" or "DISTRICT") (each a "Party," and collectively, the "Parties"), with reference to the following:

A. The Parties wish to continue efforts to create and maintain a safe environment for children attending school campuses in the City of Porterville, and the Parties believe this is vital to the educational process.

B. The Parties desire to share in the costs of supplying a School Resource Officer (SRO) to respond to reports from BSD officials concerning criminal and other activities occurring on the BSD campuses that jeopardize the safety and security of the children attending these schools.

C. The Parties are willing to enter into this Agreement on the terms and conditions set forth below:

ACCORDINGLY, IT IS AGREED:

TERMS AND CONDITIONS

1. Term

The term of this Agreement shall be for one year, commencing on July 1, 2026, and ending on June 30, 2027.

2. Scope of Services

The CITY shall provide one sworn police officer to act as a School Resource Officer effective at the beginning of the school year, August 2026, and concluding at the end of the school year, June 2027. The SRO shall respond to school reports of criminal activity or other activity threatening the safety and security of children occurring on BSD school campuses located within the CITY's geographical limits, as well as Summit Charter Collegiate Academy, Summit Charter Intermediate Academy, and Lombardi Elementary School. The guidelines and expectations of the SRO program are attached as Exhibit A. Nothing in this agreement prohibits the SRO from assisting other law enforcement officers when necessary due to high-priority needs of the DEPARTMENT as determined by the on-duty supervisor.

3. Selection and Personnel

The DEPARTMENT will be responsible for selecting which DEPARTMENT employee will serve as the SRO, or the acting SRO for days when the designated SRO may be on leave, absent for training, or otherwise not available.

4. Estimated Cost

The maximum estimated salary and benefit cost for an SRO during the term of this Agreement is \$123,000. This does not include any ancillary costs or overtime costs.

5. Cost Allocation

One SRO shall be assigned to the BSD, and the salary and benefit costs for the one SRO shall be divided as follows: The CITY shall pay 35% of the salary and benefits cost, as well as all ancillary costs; BSD shall pay the remaining 65% in salary and benefits costs.

6. City Contribution

Based on the formula above, for this term, the CITY shall contribute up to \$43,050 to the SRO position. This represents 35% of the maximum estimated costs of salary and benefits for the position, plus approximately \$13,000 in ancillary costs.

7. District Contribution

Based on the formula above, for this term, BSD shall contribute up to, but no more than, \$79,950 for one SRO position. This represents 65% of the maximum estimated salary and benefits costs (\$123,000).

8. Invoicing and Payment

The amounts to be contributed by BSD shall be due and payable as follows: BSD shall pay the amount as invoiced by the CITY, on an annual basis, of the actual costs (excluding ancillary) but no more than the contribution amounts specified above, within thirty (30) days of receiving said invoice(s). The full contribution amounts shall be paid by the end of the CITY's fiscal year (June 30, 2027).

9. Funding Discontinuation

It is understood and agreed that if the funding is either discontinued or reduced for specified positions, any Party shall have the right to terminate this Agreement. In such event, the affected Party shall provide the other Party(ies) with at least sixty (60) days' prior written notice of such termination.

10. Employment Status

It is mutually understood and agreed that the SRO at all times while carrying out this Agreement shall be acting as a CITY employee. The CITY shall retain the right to control and direct the services of the SRO pursuant to this Agreement, and shall retain the usual

management rights, powers, and authority of an employer over such employees. The CITY will make every effort to ensure that scheduling of vacation leaves and training sessions for the SRO are made with consideration of the needs of the DISTRICT.

11. Student Discipline

The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.

12. Student Records and Information Sharing

The parties agree that the SRO shall be deemed to be a school official for the performance of SRO's duties on behalf of the DISTRICT. The SRO shall therefore be allowed access to student records, but the DISTRICT is in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school for which the SRO has a "legitimate educational interest" within the scope of the SRO's service under this Agreement. This includes access to student directory information to the extent permitted by DISTRICT policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.

If confidential student record information is needed in an emergency to protect the health or safety of a student or others, the DISTRICT may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

If confidential student record information is needed by the SRO but no emergency situation exists, the information may be released only upon the issuance of a subpoena, a court order, or written authorization of the parent/guardian.

Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student's name or other identifying information to the SRO, along with information related to the underlying offense.

13. Non-Discrimination

Neither the DISTRICT nor the CITY shall discriminate because of race, religion, color, national origin, disability, marital status, age, or sex against any person by refusing any person or privilege offered to or engaged by the general public.

14. Indemnity

The DISTRICT shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost,

expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees, and prevailing party fees and cost) of every nature arising out of or in connection with the SRO's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the CITY, or the gross or willful misconduct of the assigned officer.

The CITY shall indemnify, defend, and hold harmless the DISTRICT, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees, and prevailing party fees and cost) of every nature arising out of the active negligence by the CITY or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

If the DISTRICT rejects a tender of defense by the CITY and/or the assigned officer under this Agreement, and it is later determined that the CITY and/or the officer breached no duty of care and/or was immune from liability, the DISTRICT shall reimburse the CITY and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees, and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the CITY and/or officer settles a liability claim, with or without participation by the DISTRICT.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the CITY or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter, and/or a duty to intervene) by the CITY or the assigned officer, and the absence of the assigned officer and/or patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement, neither the CITY nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

15. Insurance Requirements

This agreement shall not be executed by the City, and BSD is not entitled to any rights hereunder, unless certificates of insurance and letter of endorsement that the following provisions have been complied with, are filed with the City. BSD shall obtain and maintain General Liability Insurance, with limits no less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. The certificate of insurance shall be accompanied by an Additional Insured Endorsement, including the City of Porterville, its officers, officials, agents, employees and volunteers as additional insureds.

16. Notices

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

CITY:

City Clerk of the City of Porterville
291 N. Main Street, Porterville, CA 93257
Phone: 559-782-7442
Fax: 559-782-7452

Burton School District:

264 N. Westwood Street, Porterville, CA 93257
Phone: 559-781-8020
Fax: 559-781-1403

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first-class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

ADMINISTRATIVE PROVISIONS

a. Amendments: No modification, amendment, or addendum to this Agreement shall be valid unless it is set forth in writing and is signed by the parties.

b. Termination:

- **i.** The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement.
 - **1.** This Agreement may be terminated by any Party should another Party:
 - **a.** Be adjudged bankrupt,
 - **b.** Become insolvent or have a receiver appointed,
 - **c.** Make a general assignment for the benefit of creditors,
 - **d.** Suffer any judgment which remains unsatisfied for 30 days and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
 - **e.** Materially breach this Agreement.
 - **2.** For any occurrences except item (e), termination may be effected upon written notice by the terminating Party specifying the date of termination, with at least sixty (60) days' advance written notice.
 - **3.** Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-

defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

- **4.** If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party(ies) consent to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed upon, the non-defaulting Party(ies) may terminate upon written notice specifying the date of termination.
- **ii. Effects of Termination:** Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports or pre-termination contract activities.

c. Entire Agreement: This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the CITY shall be a person specifically authorized by the legislative body of the CITY to execute this Agreement, at the level of City Manager or City Attorney or equivalent.

d. Construction and Interpretation: This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

e. Third-Party Beneficiaries: Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

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

g. Severability: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, the Agreement may be terminated at the option of the affected Party.

h. Further Assurances: Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.

i. Future Intent: It is expected that this agreement will continue into the coming years. In June of each year of the agreement, the Chief of Police and the Burton School District Superintendent, or their designees, shall convene a meeting to discuss the activities of the SRO during the previous school year. If the agreement is continued, the Chief of Police shall provide the new salary and benefits costs for the position, and the new agreement will indicate the amount of funding each party shall be responsible for.

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

CITY OF PORTERVILLE:

Bobby Rader, Chief of Police

BURTON SCHOOL DISTRICT:

David Shimer, Superintendent

EXHIBIT A

GUIDELINES AND EXPECTATIONS OF THE SCHOOL RESOURCE OFFICER PROGRAM

The School Resource Officer Program is a collaborative effort by the Porterville Police Department and the Porterville Unified School District focused on preventing juvenile delinquency, maintaining a safe school environment, and providing a positive law enforcement presence in the school community. This effort will help bridge the gap between law enforcement officers and students in order to increase positive attitudes toward law enforcement, and reduce juvenile crime.

The exclusive focus on the physical and social territory of the school is an important aspect of the SRO program. Unlike law enforcement officers who respond to school problems as a result of calls for service or 911 calls by school personnel, the SRO knows the school's physical layout and is aware of who belongs on school property and who does not.

School Resource Officers have two main functions: law enforcement officer and advisor.

- As a law enforcement officer, the SRO maintains a safe and secure school environment in which "teachers feel safe to teach and students feel safe to learn."
- As an advisor, the SRO acts as an advisor to students, parents, teachers, and staff on the law, delinquency, violence, substance abuse, child abuse, and other law enforcement-related issues.

The SRO may talk to students, parents, teachers, administrators, and staff about problems and concerns they may have, and help them find possible solutions through referrals to counselors or appropriate social service or legal agencies for additional support and assistance.

The most effective way an SRO can accomplish these functions is to be a positive role model and mentor. Students learn from every interaction they may have with an SRO. It is essential for an SRO to be a positive role model who endorses high moral standards, exercises good judgment and discretion, is consistent and fair, respects students, and displays a sincere concern for the school community.

School Resource Officers must maintain a professional appearance, be visible, accessible, and willing to talk to students. The SRO shall attend and participate in school activities, interact positively with students and the community, and take their concerns seriously while maintaining a supportive and positive relationship with faculty and school administrators.

The SRO is an extension of his/her agency as well as the school principal's office, as the officer's duties are comprised of both law enforcement and education. The SRO reports to both his/her agency commander and the school principal. Although the SRO will not serve as a disciplinarian, and disciplining students will remain the responsibility of the school faculty and administrators. The SRO will serve as a means for establishing cooperation, order, and

safety so that learning can take place. This does not prevent the SRO from taking action in his/her official capacity.

Core Duties and Expectations

Duties and expectations of the SRO shall include, but not be limited to the following:

- To protect lives and property for the citizens and public school students.
- To enforce Federal, State, and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct.
- To investigate criminal activity committed on or adjacent to school property.
- To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of the student.
- To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
- To provide security for special school events or functions, such as PTA meetings, at the request of the principal or other school official.
- To prevent juvenile delinquency through close contact with students and school personnel.
- To establish a liaison with school principals, faculty, and students.
- To inform the students of their rights and responsibilities as lawful citizens.
- To provide a liaison between students and social agencies which provide needed services.
- To participate in campus activities when invited and feasible.
- To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.
- To confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.



CITY COUNCIL AGENDA – AUGUST 18, 2026

SUBJECT: Authorization to Set Public Hearing for Implementation of Assembly Bill 1572 Nonfunctional Turf Requirements

SOURCE: Public Works

COMMENT: In October 2023, the California Legislature enacted Assembly Bill 1572 (AB 1572), which added Chapter 2.5 to the California Water Code and established statewide restrictions on the use of potable water to irrigate nonfunctional turf on specified properties.

AB 1572 requires public water systems, no later than January 1, 2027, to revise their regulations, ordinances, or policies governing water service to incorporate the State's nonfunctional turf irrigation requirements. Public water systems must also communicate the applicable requirements to their customers on or before that date.

Generally, nonfunctional turf consists of turf that does not serve a recreational or community-use purpose. State law specifically includes turf located within street rights-of-way and parking lots within the definition of nonfunctional turf. Functional turf includes turf located in recreational-use areas or community spaces.

The State-established implementation schedule is as follows:

- January 1, 2027: Properties owned by local governments, local or regional public agencies, and public water systems, except qualifying properties located in disadvantaged communities.
- January 1, 2028: Commercial, industrial, and other institutional properties.
- January 1, 2029: Common areas of homeowners' associations, common interest developments, and community service organizations or similar entities.
- January 1, 2031, or when a State funding source becomes available, whichever is later: Properties owned by local governments, local public agencies, and public water systems located in disadvantaged communities.

The prohibition does not apply to turf located on individual residential properties. AB 1572 also permits continued potable water irrigation to the extent necessary to maintain the health of existing trees and other perennial nonturf plantings or to address an immediate health and safety need. Cemeteries are excluded from the commercial, industrial, and institutional property prohibition.

To comply with AB 1572, staff is preparing an ordinance amending Title 25 of the Porterville Municipal Code to incorporate the State requirements and provide the administrative authority necessary for local implementation and enforcement. State law authorizes public water systems, cities, counties, and cities and counties to enforce the nonfunctional turf requirements.

Staff recommends setting a public hearing for September 1, 2026, at which the City Council will consider introduction of the proposed ordinance. Following adoption of the implementing ordinance, staff will undertake the customer notification and administrative actions necessary to meet the January 1, 2027 State compliance deadline.

RECOMMENDATION: That the City Council:

1. Set a public hearing for September 1, 2026, to consider introduction of an ordinance amending Title 25 of the Porterville Municipal Code to implement Assembly Bill 1572 requirements regarding the use of potable water to irrigate nonfunctional turf; and
2. Authorize staff to publish and provide all notices required by applicable law.

ATTACHMENTS:

1. Assembly Bill 1572
2. AB 1572 - Understanding the New Law on Water Use and Nonfunctional Turf

Appropriated/Funded: Not Applicable

Review By:

Department Director:
Robert Alvarez, Public Works Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

Assembly Bill No. 1572

CHAPTER 849

An act to amend Sections 10540, 10608.12, and 10608.22 of, to add Section 110 to, and to add Chapter 2.5 (commencing with Section 10608.14) to Part 2.55 of Division 6 of, the Water Code, relating to water.

[Approved by Governor October 13, 2023. Filed with Secretary
of State October 13, 2023.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1572, Friedman. Potable water: nonfunctional turf.

(1) Existing law establishes various state water policies, including the policy that the use of water for domestic purposes is the highest use of water.

This bill would make legislative findings and declarations concerning water use, including that the use of potable water to irrigate nonfunctional turf is wasteful and incompatible with state policy relating to climate change, water conservation, and reduced reliance on the Sacramento-San Joaquin Delta ecosystem. The bill would direct all appropriate state agencies to encourage and support the elimination of irrigation of nonfunctional turf with potable water.

(2) Existing law, the Integrated Regional Water Management Planning Act, authorizes a regional water management group to prepare and adopt an integrated regional water management plan in accordance with specified requirements, including, among other things, the identification and consideration of the water-related needs of disadvantaged communities in the area within the boundaries of the plan.

This bill would additionally require an integrated regional water management plan to address the identification and consideration of the water-related needs of owners and occupants of affordable housing, including the removal and replacement of nonfunctional turf.

(3) Existing law provides various findings and declarations of the Legislature related to sustainable water use and demand reduction. Existing law imposes various water use reduction requirements that apply to urban retail water suppliers, including a requirement that the state achieve a 20% reduction in urban per capita water use by December 31, 2020.

This bill would prohibit the use of potable water, as defined, for the irrigation of nonfunctional turf located on commercial, industrial, and institutional properties, other than a cemetery, and on properties of homeowners' associations, common interest developments, and community service organizations or similar entities, as specified. The bill would authorize the State Water Resources Control Board to create a form for compliance certification and would require owners of covered properties to certify their compliance, as specified. The bill would authorize a public

water system, city, county, or city and county to enforce these provisions, as specified. The bill would require the Governor's Office of Business and Economic Development to support small and minority-owned businesses that provide services that advance compliance with these provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 110 is added to the Water Code, to read:

110. (a) The Legislature hereby finds and declares all of the following:

(1) The use of potable water to irrigate nonfunctional turf is wasteful and incompatible with state policy relating to climate change, water conservation, and reduced reliance on the Sacramento-San Joaquin Delta ecosystem.

(2) The Governor reported in August 2022 that climate change will bring significant enduring reductions in California's water supply and that the state must take steps to respond to this reality.

(3) The State of Nevada enacted AB 356 in 2021 to prohibit the use of Colorado River water to irrigate nonfunctional turf on all properties except single-family residences by January 1, 2027.

(b) It is the intent of the Legislature that the irrigation of grasses for agricultural production shall not be limited by requirements to eliminate the use of potable water to irrigate nonfunctional turf.

(c) The Legislature hereby directs all appropriate state agencies to encourage and support the elimination of irrigation of nonfunctional turf with potable water.

SEC. 2. Section 10540 of the Water Code is amended to read:

10540. (a) A regional water management group may prepare and adopt an integrated regional water management plan in accordance with this part.

(b) A regional water management group may coordinate its planning activities to address or incorporate all or part of any of the following actions of its members into its plan:

(1) Groundwater management planning pursuant to Part 2.75 (commencing with Section 10750), groundwater sustainability planning pursuant to Part 2.74 (commencing with Section 10720), or other specific groundwater management authority.

(2) Urban water management planning pursuant to Part 2.6 (commencing with Section 10610).

(3) The preparation of a water supply assessment required pursuant to Part 2.10 (commencing with Section 10910).

(4) Agricultural water management planning pursuant to Part 2.8 (commencing with Section 10800).

(5) City and county general planning pursuant to Section 65350 of the Government Code.

(6) Stormwater resource planning that is undertaken pursuant to Part 2.3 (commencing with Section 10560).

(7) Other water resource management planning, including flood protection, watershed management planning, and multipurpose program planning.

(c) At a minimum, all plans shall address all of the following:

(1) Protection and improvement of water supply reliability, including identification of feasible agricultural and urban water use efficiency strategies.

(2) Identification and consideration of the drinking water quality of communities within the area of the plan.

(3) Protection and improvement of water quality within the area of the plan, consistent with the relevant basin plan.

(4) Identification of any significant threats to groundwater resources from overdrafting.

(5) Protection, restoration, and improvement of stewardship of aquatic, riparian, and watershed resources within the region.

(6) Protection of groundwater resources from contamination.

(7) Identification and consideration of the water-related needs of disadvantaged communities and owners and occupants of affordable housing, including the removal and replacement of nonfunctional turf, as defined in Section 10608.12, in the area within the boundaries of the plan.

(d) This section does not obligate a local agency to fund the implementation of any project or program.

SEC. 3. Section 10608.12 of the Water Code is amended to read:

10608.12. Unless the context otherwise requires, the following definitions govern the construction of this part:

(a) “Affordable housing” has the same meaning as defined in Section 34191.30 of the Health and Safety Code.

(b) “Agricultural water supplier” means a water supplier, either publicly or privately owned, providing water to 10,000 or more irrigated acres, excluding recycled water. “Agricultural water supplier” includes a supplier or contractor for water, regardless of the basis of right, that distributes or sells water for ultimate resale to customers. “Agricultural water supplier” does not include the department.

(c) “Base daily per capita water use” means any of the following:

(1) The urban retail water supplier’s estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous 10-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.

(2) For an urban retail water supplier that meets at least 10 percent of its 2008 measured retail water demand through recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier, the urban retail water supplier may extend the calculation described in paragraph (1) up to an additional five years to a maximum of a continuous 15-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.

(3) For the purposes of Section 10608.22, the urban retail water supplier’s estimate of its average gross water use, reported in gallons per capita per

day and calculated over a continuous five-year period ending no earlier than December 31, 2007, and no later than December 31, 2010.

(d) “Baseline commercial, industrial, and institutional water use” means an urban retail water supplier’s base daily per capita water use for commercial, industrial, and institutional users.

(e) “CII water use” means water used by commercial water users, industrial water users, institutional water users, and large landscape water users.

(f) “Commercial water user” means a water user that provides or distributes a product or service.

(g) “Common area” means that portion of a common interest development or of a property owned or managed by a homeowners’ association or a community service organization or similar entity that is not assigned or allocated to the exclusive use of the occupants of an individual dwelling unit within the property.

(h) “Common interest development” has the same meaning as in Section 4100 of the Civil Code.

(i) “Community service organization or similar entity” has the same meaning as in Section 4110 of the Civil Code.

(j) “Community space” means an area designated by a property owner or a governmental agency to accommodate human foot traffic for civic, ceremonial, or other community events or social gatherings.

(k) “Compliance daily per capita water use” means the gross water use during the final year of the reporting period, reported in gallons per capita per day.

(l) “Disadvantaged community” means a community with an annual median household income that is less than 80 percent of the statewide annual median household income.

(m) “Functional turf” means a ground cover surface of turf located in a recreational use area or community space. Turf enclosed by fencing or other barriers to permanently preclude human access for recreation or assembly is not functional turf.

(n) “Gross water use” means the total volume of water, whether treated or untreated, entering the distribution system of an urban retail water supplier, excluding all of the following:

(1) Recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier.

(2) The net volume of water that the urban retail water supplier places into long-term storage.

(3) The volume of water the urban retail water supplier conveys for use by another urban water supplier.

(4) The volume of water delivered for agricultural use, except as otherwise provided in subdivision (f) of Section 10608.24.

(o) “Homeowners’ association” means an “association” as defined in Section 4080 of the Civil Code.

(p) “Industrial water user” means a water user that is primarily a manufacturer or processor of materials as defined by the North American

Industry Classification System code sectors 31 to 33, inclusive, or an entity that is a water user primarily engaged in research and development.

(q) “Institutional water user” means a water user dedicated to public service. This type of user includes, among other users, higher education institutions, schools, courts, churches, hospitals, government facilities, and nonprofit research institutions.

(r) “Interim urban water use target” means the midpoint between the urban retail water supplier’s base daily per capita water use and the urban retail water supplier’s urban water use target for 2020.

(s) “Large landscape” means a nonresidential landscape as described in the performance measures for CII water use adopted pursuant to Section 10609.10.

(t) “Locally cost effective” means that the present value of the local benefits of implementing an agricultural efficiency water management practice is greater than or equal to the present value of the local cost of implementing that measure.

(u) “Nonfunctional turf” means any turf that is not functional turf, and includes turf located within street rights-of-way and parking lots.

(v) “Performance measures” means actions to be taken by urban retail water suppliers that will result in increased water use efficiency by CII water users. Performance measures may include, but are not limited to, educating CII water users on best management practices, conducting water use audits, and preparing water management plans. Performance measures do not include process water.

(w) “Potable reuse” means direct potable reuse, indirect potable reuse for groundwater recharge, and reservoir water augmentation as those terms are defined in Section 13561.

(x) “Potable water” means water that is suitable for human consumption.

(y) “Process water” means water used by industrial water users for producing a product or product content or water used for research and development. Process water includes, but is not limited to, continuous manufacturing processes, and water used for testing, cleaning, and maintaining equipment. Water used to cool machinery or buildings used in the manufacturing process or necessary to maintain product quality or chemical characteristics for product manufacturing or control rooms, data centers, laboratories, clean rooms, and other industrial facility units that are integral to the manufacturing or research and development process is process water. Water used in the manufacturing process that is necessary for complying with local, state, and federal health and safety laws, and is not incidental water, is process water. Process water does not mean incidental water uses.

(z) “Public water system” has the same meaning as defined in Section 116275 of the Health and Safety Code.

(aa) “Recreational use area” means an area designated by a property owner or a governmental agency to accommodate human foot traffic for recreation, including, but not limited to, sports fields, golf courses,

playgrounds, picnic grounds, or pet exercise areas. This recreation may be either formal or informal.

(ab) “Recycled water” means recycled water, as defined in subdivision (n) of Section 13050.

(ac) “Regional water resources management” means sources of supply resulting from watershed-based planning for sustainable local water reliability or any of the following alternative sources of water:

(1) The capture and reuse of stormwater or rainwater.

(2) The use of recycled water.

(3) The desalination of brackish groundwater.

(4) The conjunctive use of surface water and groundwater in a manner that is consistent with the safe yield of the groundwater basin.

(ad) “Reporting period” means the years for which an urban retail water supplier reports compliance with the urban water use targets.

(ae) “Turf” has the same meaning as defined in Section 491 of Title 23 of the California Code of Regulations.

(af) “Urban retail water supplier” means a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes.

(ag) “Urban water supplier” has the same meaning as defined in Section 10617.

(ah) “Urban water use objective” means an estimate of aggregate efficient water use for the previous year based on adopted water use efficiency standards and local service area characteristics for that year, as described in Section 10609.20.

(ai) “Urban water use target” means the urban retail water supplier’s targeted future daily per capita water use.

(aj) “Urban wholesale water supplier” means a water supplier, either publicly or privately owned, that provides more than 3,000 acre-feet of water annually at wholesale for potable municipal purposes.

SEC. 4. Chapter 2.5 (commencing with Section 10608.14) is added to Part 2.55 of Division 6 of the Water Code, to read:

CHAPTER 2.5. NONFUNCTIONAL TURF

10608.14. (a) The use of potable water for the irrigation of nonfunctional turf located on commercial, industrial, and institutional properties, other than a cemetery, and on properties of homeowners’ associations, common interest developments, and community service organizations or similar entities is prohibited as of the following dates:

(1) All properties owned by the Department of General Services, beginning January 1, 2027.

(2) All properties owned by local governments, local or regional public agencies, and public water systems, except those specified in paragraph (5), beginning January 1, 2027.

(3) All other institutional properties and all commercial and industrial properties, beginning January 1, 2028.

(4) All common areas of properties of homeowners' associations, common interest developments, and community service organizations or similar entities, beginning January 1, 2029.

(5) All properties owned by local governments, local public agencies, and public water systems in a disadvantaged community, beginning January 1, 2031, or the date upon which a state funding source is made available to fund conversion of nonfunctional turf on these properties to climate-appropriate landscapes, whichever is later.

(b) Notwithstanding subdivision (a), the use of potable water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial nonturf plantings, or to the extent necessary to address an immediate health and safety need.

(c) The board may, upon a showing of good cause for reasons including economic hardship, critical business need, and potential impacts to human health or safety, postpone a compliance deadline in subdivision (a) by up to three years for certain persons, institutions, and businesses, and may create a form to be used for compliance certification to the board by property owners.

(d) Public water systems shall, by no later than January 1, 2027, revise their regulations, ordinances, or policies governing water service to include the requirements of subdivisions (a) and (b), as revised by the board pursuant to subdivision (c), and shall communicate the requirements to their customers on or before that date.

(e) (1) An owner of commercial, industrial, or institutional property with more than 5,000 square feet of irrigated area other than a cemetery shall certify to the board, commencing June 30, 2030, and every three years thereafter through 2039, that their property is in compliance with the requirements of this chapter.

(2) An owner of a property with more than 5,000 square feet of irrigated common area that is a homeowners' association, common interest development, or community service organization or similar entity shall certify to the board, commencing June 30, 2031, and every three years thereafter through 2040, that their property is in compliance with the requirements of this chapter.

(f) Noncompliance by a person or entity with this chapter or regulations adopted thereunder shall be subject to civil liability and penalties set forth in Section 1846, or to civil liability and penalties imposed by an urban retail water supplier pursuant to a locally adopted ordinance or policy.

(g) (1) A public water system, city, county, or city and county may enforce the provisions of this chapter.

(2) To avoid duplication of enforcement, any entity identified in paragraph (1) that is not a retail public water system shall notify the retail public water system 30 days prior to enforcement of the provisions of this chapter against a property served by such system.

(3) Nothing in paragraph (2) shall preclude enforcement by any entity identified in paragraph (1) once adequate notice is given.

(h) The department shall, when using funds appropriated for water conservation for turf replacement, prioritize financial assistance for nonfunctional turf replacement to public water systems serving disadvantaged communities and to owners of affordable housing.

(i) The department shall utilize the saveourwater.com internet website and outreach campaign to provide information and resources on converting nonfunctional turf to native vegetation.

(j) The Governor's Office of Business and Economic Development shall support small and minority-owned businesses that provide services that advance compliance with this chapter.

SEC. 5. Section 10608.22 of the Water Code is amended to read:

10608.22. Notwithstanding the method adopted by an urban retail water supplier pursuant to Section 10608.20, an urban retail water supplier's per capita daily water use reduction shall be no less than 5 percent of base daily per capita water use as defined in paragraph (3) of subdivision (c) of Section 10608.12. This section does not apply to an urban retail water supplier with a base daily per capita water use at or below 100 gallons per capita per day.

UNIVERSITY OF CALIFORNIA

Agriculture and Natural Resources

Assembly Bill (AB) 1572 (2023–2024): Understanding the New Law on Water Use and Nonfunctional Turf

- June 20, 2025
- By Esther N Lofton



Graphic showing a green lawn beside a modern building with text reading “Non-Functional Turf Irrigation Regulations – Assembly Bill 1572” and Golden State Water Company branding.

California continues to grapple with the profound effects of climate change, particularly persistent drought conditions and diminishing water resources. In response to these pressing environmental challenges, the state has enacted AB 1572 (**October 13th, 2023**), a piece of legislation designed to significantly enhance water conservation efforts. This law targets a specific, yet widespread, form of water waste: the irrigation of nonfunctional turf with potable (drinking) water.

Why it matters:

AB 1572 is a step toward a more **water-wise California**. By cutting out wasteful water use and making our landscapes more sustainable, the law helps **protect our drinking water** and **prepare for a drier future**.

What is the Core Purpose of AB 1572?

At its heart, AB 1572 is a proactive measure to safeguard California's vital drinking water supplies. The law introduces a statewide prohibition on the use of potable water for irrigating "nonfunctional turf" in specific settings. **Nonfunctional turf** is defined as grass that serves no practical purpose for human activity or

recreation. This includes, but is not limited to, ornamental grass strips along roadways, expansive lawns in corporate parks, unused patches of grass in front of commercial buildings, and other similar areas that are not regularly used for sports, play, or social gatherings. The rationale behind this ban is straightforward: in a state facing chronic water scarcity, dedicating precious drinking water to maintain purely aesthetic or unused landscapes is deemed an unsustainable and wasteful practice.

Understanding the nuances of AB 1572 is crucial for all Californians, even though the primary focus of the ban is on commercial and public properties.

1. The Underlying Issue: Why is This Law Necessary?

California's water supply is under immense pressure due to a combination of factors, chief among them the ongoing impacts of climate change. This manifests as reduced snowpack, earlier snowmelt, and more frequent and severe droughts. In this context, using highly treated and valuable drinking water for decorative or unused grass areas represents a significant inefficiency. The state recognizes that every drop of potable water must be managed judiciously to ensure long-term water security for its residents, agriculture, and industries.

2. Key Provisions of the Law: What Does AB 1572 Mandate?

- **Prohibition on Potable Water for Nonfunctional Turf:** The most significant aspect of AB 1572 is its direct prohibition on the use of drinking water to irrigate nonfunctional turf. This ban applies to a broad range of properties, including commercial, industrial, and many public or community spaces. It is critical to note that this law **does not** apply to single-family residential properties, though homeowners are still strongly encouraged to adopt water-wise landscaping practices.
- **Promotion of Climate-Appropriate Landscaping:** Beyond the prohibition, the law actively promotes and encourages the transition to "climate-appropriate landscaping." This refers to the cultivation of plants that are naturally suited to California's arid and semi-arid climate, such as native drought-tolerant species. Such landscaping significantly reduces water demand and often requires less maintenance, contributing to long-term sustainability.
- **Exclusions and Exemptions:** It is equally important to understand what the law *does not* ban. AB 1572 explicitly allows for the continued watering of "functional grass" — turf areas that serve a legitimate purpose. This includes:
 - Parks and public recreational spaces.
 - Sports fields (e.g., soccer fields, baseball diamonds).
 - Cemeteries.
 - Any other areas where people regularly gather, play, or engage in recreational activities. The intent is not to eliminate all green spaces, but to eliminate wasteful irrigation of unused turf.
 -

3. Phased Implementation: When Will the Law Take Effect?

AB 1572 features a phased implementation schedule to allow property owners and managers sufficient time to adapt and transition their landscapes. This gradual rollout ensures a smoother process and provides opportunities for planning and resource allocation.

- **January 1, 2027:** State and local government properties will be required to cease watering nonfunctional turf with potable water. This initial phase sets an example for public entities.
- **January 1, 2028:** The ban extends to all commercial, industrial, and institutional properties. This broad category includes business parks, shopping centers, office complexes, hospitals, universities, and other non-residential establishments.
- **January 1, 2029:** Common areas within Homeowners Associations (HOAs) and other shared communities will come under the purview of the law. This ensures that communal green spaces within multi-family developments also adhere to the new water conservation standards.

- **January 1, 2031 (or later):** A crucial provision in the law addresses properties located within "disadvantaged communities." For these areas, the ban on watering nonfunctional turf will only take effect once dedicated funding becomes available to support the transition to water-efficient landscapes. This ensures that the financial burden of compliance does not disproportionately fall on communities with limited resources.

4. **Specific Exceptions: Are There Any Loopholes?**

While the law is stringent, it does include pragmatic exceptions to ensure public safety, environmental health, and to accommodate specific circumstances:

- **Tree and Plant Health:** Water can still be used to maintain the health and viability of trees and other non-turf plants within landscapes, recognizing their ecological and aesthetic value.
- **Health and Safety Risks:** If ceasing irrigation would pose a direct risk to public health or safety (e.g., dust control, fire prevention in specific circumstances), exemptions may apply.
- **Hardship Grace Period:** The law allows for a "grace period" of up to three additional years for properties facing demonstrated hardship in complying with the regulations. This provides flexibility for unique or challenging transition scenarios.

5. **Enforcement and Compliance: Who Oversees the New Regulations?**

Enforcement of AB 1572 will primarily be handled at the local level by water agencies, cities, or counties. These entities will be responsible for ensuring compliance within their respective jurisdictions. A key compliance mechanism is the requirement for property owners to **certify their adherence to the rules** every three years, beginning in the 2030–2031 fiscal year. This self-certification process, coupled with potential local oversight, aims to ensure widespread adoption of the new standards.

6. **Support and Resources: What Help is Available for Transition?**

Recognizing that transitioning from traditional turf to water-wise landscapes can involve significant changes, AB 1572 includes provisions for support and resources:

- **State Funding and Programs:** The state is committed to providing financial assistance and establishing programs to support turf replacement initiatives. A particular focus will be on assisting disadvantaged areas and affordable housing developments, ensuring equitable access to resources for compliance.
- **Information Dissemination:** The state will actively promote information and resources related to water conservation and landscape transformation through its established Save Our Water website. This platform will serve as a central hub for guidance, best practices, and available support.
- **Support for Small and Minority-Owned Businesses:** To further facilitate the transition, the state will offer support to small and minority-owned businesses that specialize in landscape design, installation, and maintenance focused on climate-appropriate solutions. This not only aids in compliance but also fosters economic development within the green industry.

Why AB 1572 is Crucial for California's Future:

AB 1572 represents a pivotal stride towards cultivating a more water-wise and resilient California. By strategically eliminating wasteful potable water use for nonfunctional landscapes, the law directly contributes to:

- **Protecting Our Drinking Water:** It ensures that a finite and essential resource is prioritized for human consumption and critical needs, rather than being expended on purely ornamental purposes.
- **Enhancing Water Security:** Reducing overall water demand strengthens the state's ability to withstand future droughts and climate variability, building greater resilience into its water infrastructure and

management.

- **Promoting Sustainable Landscapes:** The law encourages a fundamental shift in landscaping practices, moving away from thirsty turf towards ecologically sound, climate-appropriate designs that require significantly less water, chemicals, and maintenance.
- **Preparing for a Drier Future:** As climate models predict increasingly dry conditions for California, AB 1572 proactively prepares the state for these realities by embedding water conservation into its legal and environmental framework.

In essence, AB 1572 is more than just a ban; it is a catalyst for a more sustainable, water-efficient, and environmentally conscious future for California. It underscores the collective responsibility to manage precious resources wisely for the benefit of current and future generations.

References

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4. California Watershed Approach to Landscape Design; <https://apldca.org/wp-content/uploads/2018/08/G3-APLD-CA-Watershed-Approach.pdf>

Source URL: <https://ucanr.edu/blog/smart-water-living-urban-water-use-efficiency-socal/article/assembly-bill-ab-1572-2023-2024>



CITY COUNCIL AGENDA – AUGUST 18, 2026

SUBJECT: Authorization to Participate in Moonshot Missions Water and Wastewater Technical Assistance Program

SOURCE: Public Works

COMMENT: The City of Porterville continually evaluates its water and wastewater infrastructure to ensure reliable service, maintain regulatory compliance, and prepare for future system demands. As regulatory requirements become increasingly complex and infrastructure needs continue to evolve, the City is seeking outside technical assistance to evaluate its utility systems and identify opportunities for improvement.

Moonshot Missions is a nonprofit technical assistance organization that provides support to disadvantaged communities at no cost. Through funding provided by the U.S. Environmental Protection Agency, Moonshot Missions offers technical, managerial, and financial (TMF) assistance to help utilities improve operations, address regulatory challenges, and identify funding opportunities.

The proposed Work Plan includes two primary areas of assistance: (1) development of a funding and project implementation strategy to address PFAS at Well 20; and (2) a 360-degree Technical, Managerial, and Financial assessment of the City's drinking water and wastewater systems, followed by development and implementation of a roadmap addressing identified priorities.

Well 20, one of the City's most productive groundwater wells, has been out of service since 2025 due to Perfluorooctane Sulfonic Acid (PFAS) concentrations exceeding the California Response Level. Through the proposed technical assistance, Moonshot Missions will evaluate potential State and federal funding opportunities for PFAS treatment, coordinate with funding agencies regarding eligibility and application requirements, assist the City with completing funding applications, and help develop a project implementation strategy for planning, engineering, and construction necessary to return Well 20 to service.

Moonshot Missions will also work with City staff to assess the City's current

water and wastewater technical, managerial, and financial capacity and needs. Based on the assessment, Moonshot Missions and City staff will identify two to three high-priority needs, in addition to addressing Well 20 PFAS, and develop a roadmap outlining recommended actions, strategies, and potential funding opportunities. Implementation assistance may include operator training and mentoring, funding application guidance, and regulatory compliance support.

The technical assistance will be provided at no cost to the City. City staff will be responsible for participating in routine meetings, providing requested system information and materials, facilitating access to appropriate staff and stakeholders, and reviewing recommendations and deliverables. An introductory kickoff meeting was held with Moonshot Missions and City staff on June 30, 2026. Technical assistance is anticipated to begin in August 2026 and continue through Summer 2027.

Participation in the Moonshot Missions Technical Assistance Program will provide the City with additional technical expertise to evaluate its water and wastewater systems, establish priorities, strengthen long-term utility planning, and pursue available grant and low-interest funding opportunities. The assistance will also support the City's efforts to secure outside funding for PFAS treatment at Well 20, potentially reducing the financial burden on local ratepayers while advancing efforts to return the well to service.

RECOMMENDATION: That the City Council approve participation in the Moonshot Missions Technical Assistance Program for the City's drinking water and wastewater systems and authorize the City Manager or designee to approve the Work Plan and take administrative actions necessary to implement the technical assistance program.

ATTACHMENTS: 1. Moonshot Missions Work Plan

Appropriated/Funded: Appropriated/Funded: Not Applicable – Technical assistance provided at no cost to the City

Review By:

Department Director:
Robert Alvarez, Public Works Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

MOONSHOT MISSIONS WORK PLAN - DRAFT
City of Porterville

Utility/System/Community Name	City of Porterville
Location (City, State)	Porterville, CA
Work Plan Submission Date	July 16, 2026
Infrastructure Need(s)	☒ Drinking water ☐ Source water protection ☒ Wastewater ☐ Climate adaptation/resilience ☐ Onsite septic ☐ Other, specify ☐ Stormwater ☐ Nonpoint source
Assistance Type(s)	☒ Technical capacity ☒ Financial capacity ☒ Managerial capacity ☐ Community engagement
Community Contact(s) (Name, Title, Org, Email, Phone)	Robert Alvarez – Director of Public Works Director ralvarez@ci.porterville.ca.us David Payne – Field Services Manager dpayne@ci.porterville.ca.us
Moonshot TA Provider Contact(s) (Name, Title, Org, Email, Phone)	John Erickson, Senior Utility Advisor, Moonshot Missions 510-437-0846; john@moonshotmissions.org Michael Stuhr, Principal, Moonshot Missions mike@moonshotmissions.org

1. Community Need(s) to be Addressed

The City of Porterville provides drinking water and wastewater services to the City’s approximately 64,000 residents. The City also provides drinking water to some households in the unincorporated area of East Porterville, including approximately 725 connections added between 2016 and 2020 when domestic wells in the area ran dry due to drought conditions.¹

Drinking Water

The City is currently supplied by 30 active groundwater wells with an additional well under construction. Water is chlorinated at the wellheads before entering the distribution system. As of the City’s 2020 Urban Water Management Plan, the City has approximately 276 miles of distribution pipeline ranging from 4 to 16-inch diameter. The City also has 11.3 million gallons of storage capacity.

PFAS compounds have been detected in several of the City’s wells at levels that must be reported in annual Consumer Confidence Reports. Well 20, one of the City’s most productive wells, has been out of service since 2025 due to Perfluorooctane Sulfonic Acid (PFOS) levels exceeding the California Response Level of 10 ng/L. The City is interested in exploring funding options for PFAS treatment to bring Well 20 back online and ensure a reliable supply for the community. The City has been approached by residents, including residents of areas supplied by contaminated domestic wells, interested in connecting to the

¹ 2020 City of Porterville Urban Waer Management Plan

City's distribution system. However, to consider expanding its service area, the City needs to ensure it has sufficient water resources.

Wastewater

The City also provides sewer services to City residents and treats wastewater from City sewers, the Porter Vista Public Utilities District (PVPUD) in East Porterville, and the Porterville State Hospital. The City owns and maintains approximately 2,728 manholes, 24 lift stations, 9,880 feet of force mains and 48.4 miles of gravity sewer pipes.² The City of Porterville Wastewater Facility is designed to treat 8 million gallons per day and there are plans to reuse some treated effluent for agricultural irrigation.³

Interest in 360-degree Technical, Managerial and Financial Assessment

The City is interested in assistance to conduct a 360-degree Technical, Managerial and Financial (TMF) assessment of its drinking water and wastewater systems to identify strengths, needs, and priorities.

2. Tasks and Deliverables

To advance efforts to bring Well 20 into regulatory compliance and back online, and to evaluate and strengthen TMF capacity in key areas, Moonshot will provide support to the City of Porterville through the following tasks:

2.1 Funding and Project Development Strategy to Address Well 20 PFAS

- Evaluate funding options for planning and construction to address PFAS in Well 20. Federal Emerging Contaminants in Small or Disadvantaged Communities grant funding, managed through the California State Water Resources Control Board's (SWRCB) Drinking Water State Revolving Fund (DWSRF) process, will be considered initially, with other funding sources also considered as appropriate.
- Assist in coordinating with funding agency staff regarding funding eligibility and application processes.
- Assist with completing funding application.
- Assist the City in formulating a project development plan (planning, engineering, and construction) to align with funding processes.

2.2 360-Degree TMF Assessment and Roadmap Development

- Work with City staff to assess the City's current water and wastewater TMF capacity and needs.
- Select two to three high-priority TMF needs (in addition to addressing Well 20 PFAS) and develop a Roadmap outlining key actions to meet those needs, including strategy and funding.

² 2020 City of Porterville Urban Water Management Plan

³ https://www.ci.porterville.ca.us/departments/public_works/field_services_division/wastewater_treatment_facility.php

2.3 Roadmap Implementation

- Implement Roadmap to meet needs, with assistance potentially including:
 - Operator training and mentoring to build workforce capacity,
 - Funding application guidance to navigate state and federal programs, and/or
 - Compliance support to meet regulatory requirements.

3. Task Schedule

An initial introductory/kick-off meeting was held on June 30th, 2026 with Moonshot Missions and City staff. This Work Plan needs the approval of the City Manager.

Support is anticipated to begin in August of 2026 and continue through Summer 2027.

Task/Deliverable	Anticipated Completion Date
Project Launch and Data Request	Summer 2026
Well 20 Funding Strategy	Summer-Fall 2026
Well 20 Funding Application Support	Fall 2026 – Summer 2027
Well 20 Project Implementation Strategy	Fall 2026 – Summer 2027
360-degree TMF Assessment and Roadmap Development	Fall 2026 – Winter 2027
Roadmap Implementation	Winter 2027 – Summer 2027

Note: Timeline reflects a conservative pacing approach based on current unknowns and expected coordination needs.

4. Expectations of the Community

The Moonshot Missions TA Provider Team will provide these services at no charge. The Community is expected to designate a primary point of contact who will:

- Participate in routine meetings (frequency of meetings to be determined by Moonshot and community point of contact)
- Supply necessary material upon notification or request
- Review material provided by Moonshot and provide feedback in a timely manner
- Facilitate Moonshot's access to other staff/community stakeholders as needed
- Upon completion of this workplan, consider Moonshot's findings and recommendations in the community's next steps

For more information about Moonshot Missions, visit: www.moonshotmissions.org



CITY COUNCIL AGENDA – AUGUST 18, 2026

SUBJECT: Authorization of 3/8-Inch Cold Mix Asphalt Purchases Through Tulare County Cooperative Purchasing Program

SOURCE: Public Works

COMMENT: As part of the City's Fiscal Year 2026-27 Self-Performed Asphalt Overlay Program, Public Works purchases asphalt materials for use by City crews in street maintenance and rehabilitation projects. Utilizing City crews for this work allows the City to maximize available street maintenance funding and complete additional roadway improvements throughout the community. On June 16, 2026, the City Council authorized the purchase of asphalt materials through the Tulare County Cooperative Purchasing Program for the Fiscal Year 2026-27 program. At that time, staff identified Jaxon Enterprises dba Deer Creek Asphalt as the awarded vendor for 3/8-inch Cold Mix Asphalt at \$69.00 per ton.

Following the Council's action, staff conducted an additional review of the County's procurement documents and confirmed that both Jaxon Enterprises and Porterville Asphalt received awards under the County's solicitation. For 3/8-inch Cold Mix Asphalt, Porterville Asphalt submitted the lower unit price of \$64.00 per ton, compared with \$69.00 per ton from Jaxon Enterprises. The attached County bid and award documentation confirms both vendors were awarded contracts for the period of July 1, 2026 through June 30, 2027.

Although Porterville Asphalt is the lower-priced awarded vendor, the City has an existing material credit balance with Jaxon Enterprises resulting from prior transactions involving reclaimed asphalt grindings generated through City street maintenance activities. Under this arrangement, reclaimed asphalt material generated by City projects was provided to Jaxon Enterprises in exchange for credits that may be applied toward the City's purchase of asphalt materials. As of July 27, 2026, the City's available grinding credit balance with Jaxon Enterprises is \$256,510.50. The current credit balance is documented in the attached Jaxon Enterprises Grinding Credit Statement.

Because the City has already accumulated this substantial credit balance, staff recommends continuing to purchase 3/8-inch Cold Mix Asphalt from Jaxon Enterprises until the existing credits are exhausted. Doing so will allow the City

to realize the value of the credits previously earned from reclaimed asphalt grindings rather than leaving the balance unused. Once the City's grinding credit balance has been exhausted, staff recommends transitioning purchases of 3/8-inch Cold Mix Asphalt to Porterville Asphalt, which currently holds the lower County-awarded unit price of \$64.00 per ton. Purchases would continue through the Tulare County Cooperative Purchasing Program and remain subject to vendor availability, applicable County contract terms, and available City appropriations.

Staff reviewed the applicable product documentation for both vendors and determined that the materials meet the specifications for the City's intended use. Therefore, the recommended purchasing strategy allows the City to first utilize the value of its existing Jaxon Enterprises credits and then transition to the lower-priced awarded vendor for future purchases. Funding for asphalt materials is included in the Fiscal Year 2026-27 Self-Performed Asphalt Overlay Program Budget.

RECOMMENDATION: That the City Council:

1. Authorize the purchase of 3/8-inch Cold Mix Asphalt from Jaxon Enterprises dba Deer Creek Asphalt through the Tulare County Cooperative Purchasing Program until the City's existing grinding credit balance is exhausted; and
2. Upon exhaustion of the City's grinding credit balance, authorize the purchase of 3/8-inch Cold Mix Asphalt from Porterville Asphalt through the Tulare County Cooperative Purchasing Program as the lower-priced awarded vendor, subject to vendor availability, applicable contract terms, and available appropriations.

ATTACHMENTS:

1. Tulare County FY 2026-27 Asphalt Bid and Award Summary
2. Jaxon Enterprises Grinding Credit Statement

Appropriated/Funded: FY 2026-27 Self-Performed Asphalt Overlay Program Budget

Review By:

Department Director:
Robert Alvarez, Public Works Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

RFQ SUMMARY											
Name:		26-049 Hot & Cold Asphalt									
Date:		3/25/2026									
Requisition #		272306107									
Specialist:		Elaine Anderson									
QUOTES											
Vendor Name / Location	Plant Location/Shipping Point	3/8 Cold Mix / Ton	1/2 Cold Mix / Ton	1/2" Hot Asphalt Concrete / Ton	3/8" Cold Mix	Total	1/2" Cold Mix	Total	1/2" Hot Asphalt Concrete	Total	Grand Total
Jaxon Enterprise dba Deer Creek Asphalt, Porterville	27671 Ave 120, Porterville, CA 93257	2000	7000	3000	\$ 69.00	\$ 138,000.00	\$ 64.00	\$ 448,000.00	\$ 65.00	\$ 195,000.00	\$ 781,000.00
Porterville Asphalt Inc, Porterville	14200 Rd 284 Porterville, CA 93257	2000	7000	3000	\$ 64.00	\$ 128,000.00	\$ 58.25	\$ 407,750.00	\$ 56.50	\$ 169,500.00	\$ 705,250.00
Awarded to both Jaxon Enterprise and Porterville Asphalt Inc. * Pricing are for both North & South County											

Solicitation Information

Solicitation Title

3/8"- 1/2" COLD MIX MATERIAL & 1/2" HOT MIX ASPHALT CONCRETE -
MATERIAL CONTRACT

Reference Number

0000415860

Solicitation Closing Date

03/25/2026 02:00 PM PDT

Awardee

Supplier Awarded

Jaxon Aggregates

Awarded Value

Undisclosed

Address

P Box 994248
Redding, California, 96099-4248
United States

Award Date

03/27/2026 12:00 AM PDT

Contract Dates

07/01/2026 - 06/30/2027

Awardee

Supplier Awarded

Porterville Asphalt

Awarded Value

Undisclosed

Address

14200 Road 284
PORTERVILLE, California, 93257
United States

Award Date

03/27/2026 12:00 AM PDT

Contract Dates

07/01/2026 - 06/30/2027

Deer Creek Asphalt

P.O. Box 994248
Redding, CA 96099-4248
530-241-2112

INVOICE 19847

PAGE 1

DATE 7/27/2026

TERMS Net 30 Days

ACCOUNT NO. 3249

SOLD TO CITY OF PORTERVILLE
291 N. MAIN ST., DPW
PORTERVILLE, CA 93257

GRINDING CREDITS
For 2023, 2024, 2025, 2026

Ticket	Date	Order	Loc	Product	Qty	-----Material-----		-----Freight-----		Enviro Fee	Tax Amount	Total
						Rate	Amount	Rate	Amount			
72726	7/27/2026	3249-GRIND 1		AC grindings	0.00	0.00	256,510.50	0.00	0.00	0.00	0.00	-256,510.50
Subtotal		3249-GRIND		AC grindings	0.00 Ton		256,510.50		0.00	0.00	0.00	-256,510.50
Invoice Total					0.00		-256,510.50		0.00	0.00	0.00	-256,510.50

Total Invoice ----- > -256,510.50



CITY COUNCIL AGENDA – AUGUST 18, 2026

SUBJECT: Approval of Fiscal Year 2026-27 State of Good Repair Program Project List

SOURCE: Transportation

COMMENT: The Road Repair and Accountability Act of 2017, enacted as Senate Bill 1 (SB 1), provides ongoing transportation funding for eligible transit maintenance, rehabilitation, and capital projects through the State Transit Assistance State of Good Repair (SGR) Program administered by the California Department of Transportation, Division of Rail and Mass Transportation (Caltrans).

For Fiscal Year 2026-27, the City of Porterville is estimated to receive \$123,781 through the SGR Program. These funds are generated from the Transportation Improvement Fee collected with vehicle registrations and are restricted to eligible transit maintenance, rehabilitation, and capital projects.

Staff recommends utilizing the City's estimated FY 2026-27 allocation of \$123,781 toward the State of Good Repair Transit Fleet Replacement Project to purchase two hybrid transit vans to replace existing vehicles that have exceeded their useful life. The proposed project will improve fleet reliability and safety while assisting the City in maintaining its transit fleet in a state of good repair. The FY 2026-27 Project List identifies a project period of July 1, 2026 through June 30, 2028. The attached Project List similarly identifies the project as a rolling stock/fleet replacement project and allocates the full \$123,781 in SGR funding toward the purchase of two hybrid transit vans.

As a condition of receiving SGR funding, the City must annually submit an approved project list and comply with applicable program requirements, including project and expenditure reporting, audits, record retention, and continued control and maintenance of SGR-funded assets. Caltrans also requires recipients to submit a signed Authorized Agent Form designating representatives authorized to submit documents on behalf of the recipient and a governing-board resolution authorizing the agent.

The proposed resolution approves the FY 2026-27 SGR Project List, confirms the City's agreement to comply with applicable SGR Program requirements, and authorizes the Director of Transportation, or designee, to submit requests for allocation and execute grant applications, forms, agreements, and other documents necessary to administer the Program. The resolution also authorizes the Mayor to execute the required Authorized Agent Form.

The Authorized Agent Form designates the City Manager, Director of Transportation, and Grant & Procurement Coordinator as authorized agents for purposes of obtaining and administering State Transit Assistance State of Good Repair Program funds on behalf of the City. The Mayor will be authorized to execute the Authorized Agent Form.

The City is also required to approve and execute the SGR Program Certifications and Assurances, through which the City agrees to comply with applicable program requirements. These requirements include proper project administration, environmental compliance, reporting, audits, record retention, and continued control and maintenance of SGR-funded assets. The Certifications and Assurances identify the City Manager as the City's signatory.

Approval of the FY 2026-27 SGR Project List identifies the proposed use of the City's SGR allocation but does not constitute authorization to purchase the two hybrid transit vans. Any vehicle procurement requiring City Council approval will be presented separately in accordance with the City's purchasing requirements.

Staff recommends approval of the FY 2026-27 State of Good Repair Program Project List and related documents to allow the City to receive and administer its available SGR funding.

RECOMMENDATION:

That the City Council:

1. Approve the Fiscal Year 2026-27 State of Good Repair Project List identifying an estimated \$123,781 for the State of Good Repair Transit Fleet Replacement Project for the purchase of two hybrid transit vans;
2. Approve the State of Good Repair Program Certifications and Assurances and authorize the City Manager to execute the document on behalf of the City;
3. Adopt the attached Resolution authorizing the Director of Transportation, or designee, to execute documents and take actions necessary to obtain and administer State Transit Assistance State of Good Repair Program funds on behalf of the City; and
4. Authorize the Mayor to execute the State of Good Repair Authorized Agent Form designating the City Manager, Director of Transportation, and Grant & Procurement Coordinator as authorized agents.

ATTACHMENTS:

1. FY 2026-27 State of Good Repair Project List
2. State of Good Repair Program Certifications and Assurances
3. State of Good Repair Authorized Agent Form
4. Draft Resolution

Appropriated/Funded: State Transit Assistance – State of Good Repair Program

Review By:

Department Director:
Russell Isom, Director of Transportation

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

TCAG 2026-27 State of Good Repair Project Information																											Notes, Comments, Additional Information
#	Recipient/Region	Sub-Recipient/Operator	Project Title Project title must start with a verb and be a present tense	Project Description	Asset Type	Project Category	Current Condition of Asset	Useful Life if applicable in Years	Project Dates		Project Location City	Project Location County	Existing State of Good Repair Project	SGR Costs				Non-SGR Costs			Total Project Costs Actual Repaired	Legislative Districts					
									Project Start Date MM/DD/YYYY	Project Completion Date MM/DD/YYYY				2025-26 SGR Costs 99313	2026-27 SGR Costs 99314	Total SGR Costs 99313	Total SGR Costs 99314	Total Other SB1 Costs Please identify Program in Notes	Total STA Costs - Not including Gas	Total All Other Funds		Congressional	Senate	Assembly			
1	Tulare County Association of Governments	City of Porterville	State of Good Repair Transit Fleet Replacement Project	Purchase two hybrid transit vans to replace vehicles beyond useful life.	Rolling Stock/Fleet	Replacement	Poor	8	7/1/2026	6/30/2028	Porterville	Tulare	No	\$ 113,325	\$ 10,456	\$ 113,325	\$ 123,781	\$ -	\$ -	\$ -	\$ -	\$ 123,781	22	14	33	Staff recommends utilizing the full FY 2026-27 allocation to support the replacement of aging transit vehicles. This year's funding will be used toward the purchase of two (2) hybrid transit vans to replace vehicles that have exceeded their useful life.	

State Transit Assistance State of Good Repair Program

Recipient Certifications and Assurances

Recipient: City of Porterville

Effective Date: July 1, 2026

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

A. General

- (1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.
- (2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project.
- (3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

B. Project Administration

- (1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.
- (2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.
- (3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.

- (4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.
- (5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.
- (6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.
- (7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.
- (8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.
- (9) Funds will be expended in a timely manner.

C. Reporting

- (1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:
 - a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31st) of each year.
 - b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

D. Cost Principles

- (1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall

comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- (3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

- (1) The recipient agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient's contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a

project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.

- (3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

- (1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.
- (2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.
- (3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

City of Porterville

BY:

Richard I. Tree
City Manager

ATTACHMENT I

(INSERT Agency Board Resolution approving this document)

Division of Rail and Mass Transportation**State Transit Assistance State of Good Repair Program****Authorized Agent Form**

Authorized Agent

The following individual(s) are hereby authorized to execute for and on behalf of the named Regional Entity/Transit Operator, and to take any actions necessary for the purpose of obtaining State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. This form is valid at the beginning of Fiscal Year 2017-2018 until the end of the State of Good Repair Program. If there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself.

Richard I Tree, City Manager *OR*
 (Name and Title of Authorized Agent)

Russell Isom, Transportation Director *OR*
 (Name and Title of Authorized Agent)

Teresa Avitia, Grant & Procurement Coordinator .
 (Name and Title of Authorized Agent)

AS THE Mayor
 (Chief Executive Officer / Director / President / Secretary)

OF THE City of Porterville
 (Name of County/City Organization)

<u>Greg Meister</u>	<u>Mayor</u>
<i>(Print Name)</i>	<i>(Title)</i>

(Signature)

Approved this 18th *day of* August *, 20* 26

RESOLUTION NO. _____-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE APPROVING THE FY 2026-27 PROJECT LIST FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017, established the State of Good Repair (SGR) Program to fund eligible transit maintenance, rehabilitation, and capital project activities that maintain public transit systems in a state of good repair; and

WHEREAS, the City of Porterville is an eligible project sponsor and recipient of State Transit Assistance – State of Good Repair funds for eligible transit capital projects; and

WHEREAS, the City of Porterville desires to receive State of Good Repair Program funds for the projects identified in the FY 2026-27 State of Good Repair Project List; and

WHEREAS, the City Council has reviewed and concurs with the projects identified in the FY 2026-27 State of Good Repair Project List.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORTERVILLE AS FOLLOWS:

SECTION 1. The City Council hereby approves the FY 2026-27 State of Good Repair Project List.

SECTION 2. The City of Porterville agrees to comply with all conditions and requirements set forth in the State of Good Repair Program Certifications and Assurances and all applicable statutes, regulations, and guidelines for State of Good Repair-funded transit capital projects.

SECTION 3. The Director of Transportation, or designee, is hereby authorized to submit requests for allocation of State Transit Assistance – State of Good Repair funds and to execute related grant applications, forms, agreements, and other documents necessary to administer the Program.

SECTION 4. The Mayor is hereby authorized to execute the Authorized Agent Form required for participation in the State of Good Repair Program.

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PASSED, APPROVED, AND ADOPTED this 18th day of August, 2026.

Greg Meister, Mayor

ATTEST:

Richard Tree, City Clerk

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



CITY COUNCIL AGENDA – AUGUST 18, 2026

SUBJECT: Approval of Community Civic Event Application for the Exchange Club of Porterville Run for Life

SOURCE: Finance

COMMENT: The Exchange Club of Porterville has submitted a Community Civic Event Application requesting approval to conduct the Exchange Club of Porterville Run for Life on Saturday, September 5, 2026, from 6:00 a.m. to 11:00 a.m., including event set-up and clean-up. The purpose of the event is to raise funds to support the Roger S. Good Cancer Treatment Center at Sierra View Medical Center and its mission of providing cancer treatment services and resources to the community.

The event consists of a 5K Run/Walk beginning and ending at Granite Hills High School. The applicant is requesting temporary street closures and use of public streets and sidewalks along the event route in the vicinity of Granite Hills High School, as identified in the attached application and route map.

The applicant has submitted the required insurance documentation, which has been reviewed by Risk Management. City services associated with the event, including traffic control and barricade support, will be provided in accordance with the conditions and requirements established through the departmental review process. Applicable fees associated with City services will be billed to the applicant in accordance with City requirements.

The Community Civic Event Application has been submitted in accordance with Community Civic Events Ordinance No. 1326, as amended. The application has been reviewed by the Police Department, Fire Department, Parks and Leisure Services Department, Administrative Services Department, Public Works Department, and Risk Management. All applicable operational requirements and conditions are contained in the Application and Agreement, Exhibit A, and Exhibit B. Staff has determined that the proposed event complies with the requirements of the Community Civic Events Ordinance, subject to the conditions contained therein.

RECOMMENDATION: That the City Council approve the Community Civic Event

Item No. 12.

Application submitted by the Exchange Club of Porterville for the Run for Life scheduled for September 5, 2026, including the temporary street closures and use of public rights-of-way identified in the application and route map, subject to the conditions and requirements contained in the Application and Agreement, Exhibit A, and Exhibit B.

ATTACHMENTS:

1. Community Civic Event Application and Agreement, including Exhibit A, Exhibit B, Outside Amplifier Permit, and Event Route Map

Appropriated/Funded: Not Applicable

Review By:

Department Director:
Trisha Whiteley, Acting Finance Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Event Flyer: Yes X No If yes, please attach copy

E-mail address: Shelley@jrmcatcompany.com

Website: porterville-run-for-life.com

Application date: 3/30/2026

Event date: 9/05/2026

Event time: 8:00am

Name of Event: Exchange Club of Porterville Run for Life

Sponsoring organization: Exchange Club of Porterville Phone # 559-281-1005

Address: PO Box 1911, Porterville, CA 93258

Authorized representative: Shelley Cumming Phone # 559-281-1005

Address: 24 S. Cobb, Porterville, CA 93257

Event chairperson: Shelley Cumming Phone # 559-281-1005

Location of event: Granite Hills High School

Location map must be attached

Description of event: 5K Run / Walk

Purpose of event: Raise money for Roger S. Good Cancer Treatment Center

Employer Identification Number: 94-6098528

(IRS Determination)

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

Barricades (quantity): 2 Street sweeping Yes X No

Police protection Yes X No Refuse pickup Yes No X

Other: 100 cones, signal control, police escort

Parks facility application required: Yes No X Attached

Assembly permit required: Yes No X Attached

PURCHASING

JUL 12 1 00 2026

RECEIVED

The application will be forwarded for staff review to gather comments and identify any special requirements or conditions for this event.

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted **NO LESS THAN 30 DAYS PRIOR** to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department with the application. *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than two million dollars (\$2,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

SAC

Authorized Representative Initial

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. Claims-made policies are not acceptable.

SAC

Authorized Representative Initials

Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

SAC

Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

SAC

Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

SAC

Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Exchange Club of Porterville
(Name of Organization)

[Signature]
(Signature)

3/30/2026
(Date)

CITY OF PORTERVILLE

VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND
AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY
TO BE HELD ON PUBLIC PROPERTY

Name of event: Exchange Club of Porterville Run For Life

Sponsoring organization: Exchange Club of Porterville

Location: Granite Hills High School Event date: 9/05/2024 Event time: 8am

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN TWO WEEKS PRIOR TO THE EVENT.**

[illegible]

Municipal Code 15-20(E) Community Civic Events (16): Business License Fee: Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm, concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16. The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address, and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY
TO BE HELD ON PUBLIC PROPERTY

Event date: 9/05/2026 0 Hours: Set up Start Tear
6am 8am Down
11am

<u>Parking lots and spaces</u>	<u>Location</u>	<u>Activity</u>
Granite Hills High School		Participant Parking

Requirements for Community Civic Event
Exchange Club of Porterville
“Exchange Club of Porterville Run for Life”
September 05, 2026

Fire Marshal: <i>C. Dignam</i>	No comments.
Parks & Leisure Service Asst. Director: <i>A. Graybehl</i>	No comments.
Police Lieutenant: <i>M. Hatch</i>	Please see Exhibit B.
Administrative Service Director: <i>Y. Andrade</i>	The certificate of liability and endorsement page are sufficient for the proposed event. Additionally, all participants or legal guardians, if applicable, must sign a waiver of liability.
Field Services Superintendent-Refuse: <i>B. Spry</i>	No comments.
Field Services Superintendent-Streets: <i>I. Fajardo</i>	Staff will be responding before and after the event to provide and retrieve the barricades.

Requirements for Community Civic Event

Sponsor: Exchange Club of Porterville
Event: Exchange Club of Porterville Run for Life
Event Chairman: Shelley Cumming
Location: Granite Hills High School
Date of Event: September 05, 2026

RISK MANAGEMENT: Conditions of Approval

That Exchange Club of Porterville provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.

B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

**CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application**

**Exchange Club of Porterville Run for Life
September 5, 2026 / 6:00 AM—11:00 AM
Granite Hills High School and Surrounding Area, Porterville**

Recommendations/Requirements:

- City Council approval is required for all street closures.
- Any/all aid stations and/or check points must be out of the roadway, and not in a position to interfere with traffic.
- Event staff on the race route should wear highly visible attire.
- If/when near a roadway, participants should be directed to stay to the side of the roadway so as to not disrupt the normal flow of traffic.
- Staff at aid stations and check points should have a means of communication by which they may summon assistance in the event of an emergency.
- Food vendors, in the event that some develop during the planning of the event, should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of the event, organizers shall ensure the parkway and race route is promptly cleared of any vehicles, equipment, booths, or anything that could present a hazard to pedestrians or vehicles.
- Event organizers shall contact Porterville Police Watch Commanders well in advance of the event for informational purposes and to identify any additional policing concerns/requirements. Contact may be made with Lieutenant Ortiz, Lieutenant Sokoloff, or Sergeant Martinez at (559) 782-7400.

Mark Hatch, Lieutenant
Porterville Police Department

Exhibit B

CITY OF PORTERVILLE
OUTSIDE AMPLIFIER PERMIT
(City Ordinances #18-9 & 18-14)



This application must be submitted ten (10) days prior to the date of the event. A copy of this permit must be at the operating premises of the amplifying equipment for which this registration is issued.

- 1 Name and home address of the applicant: Exchange Club of Porterville
P.O. Box 1911, Porterville, CA 93258
- 2 Address where amplification equipment is to be used: 1701 E. Putnam Ave. Porterville
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Paykous Barlow
Shirley Cumming - 245. Cobb, Porterville CA 93257 Or Race Times
- 4 Type of event for which amplification equipment will be used: Announcing at 5K
Run/Walk
- 5 Dates and hours of operation of amplification equipment: 1am to 11am on 9/05/2021
- 6 A general description of the sound-amplifying equipment to be used: SOAKERS and
microphone for announcing at 5K run/walk.

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall be by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Signature of Applicant

3/30/2021
Date

THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

City of Porterville, Chief of Police/Designee

7-27-26
Date

Course / Route Description

Start on Tulsa St.

Turn right on E olive

Run to bend and continue ruth St.

Continuing onto Crestview

Run through light at Crestview/Morton

Turn left onto Morton

Turn right on Morton Hill

Run over hill

Turn right on Crestview

Turn Right on Morton Ave.

Turn Right on N Conner

Turn left on E Putnam

Turn right on Tulsa

Run to Finish Line!



AFFIEXC-01

RHEBERLING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stapleton Insurance & Risk Mgt 7250 Crossleigh Ct Toledo, OH 43617	CONTACT NAME: Rebecca Heberling		
	PHONE (A/C, No, Ext): (419) 517-1056	FAX (A/C, No):	
	E-MAIL ADDRESS: rebecca@stapletoninsurance.com		
INSURED Affiliated Exchange Clubs & Districts of the National Exchange Club 3050 W. Central Ave. Toledo, OH 43606	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Insurance Company		23850
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		PHPK2559202-009	7/1/2026	7/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			PHPK2559202-009	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000			PHUB865680-009	7/1/2026	7/1/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

EVENT & DATE: Run for Life 9/5/2026

CLUB: Exchange Club of Porterville

City of Porterville is included as additional insured with respect to General Liability. Participants are excluded.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Event Flier



Dear Community Member,

On Saturday, September 5, 2026, the Exchange Club of Porterville will be facilitating the 22nd Cancer Run/Walk/Roll at Granite Hills High School. Proceeds from this event will be used to support the Roger S. Good Cancer Treatment Center at Sierra View Medical Center. With these funds, the Cancer Treatment Center is able to attend or host Cancer Support groups, yearly prostate screenings, a survivor's dinner, health fairs and several other community outreach projects along with the purchase of educational materials. The event recognizes and honors the lives of those who are bravely battling or have lost their fight with cancer.

This year's event will be honoring Gail Grasmick, Maria Pedraza, Lino Padilla Sr., and Dr. Joe Santos.

In previous years we have hosted over 300 participants! However, this event will only be a success with a great amount of participation, dedication and support from the entire community. With this in mind, we trust you will partner with us to support this worthy cause.

Enclosed you will find our 2026 sponsorship package information. Please review the package to find the opportunity that best meets your needs. Please give us a call or email and we will do our best to answer any questions you may have regarding our event. Or, if you prefer, you may fill out the enclosed event form and return it to us at the address noted.

Thank you for supporting the Exchange Club of Porterville Run/Walk. We greatly appreciate having you as a partner in our efforts to support the needs of our community.

Sincerely,

Shelley Cumming
Exchange Club of Porterville
shelley@jrmeatcompany.com

(559) 281-1005

Federal ID # 94-6098528 - In accordance with provisions of public law, we wish to acknowledge that this contribution was not made in exchange for any goods or services.

Sponsorship Level

- ☐ Triathlon Sponsor (\$5,000), Includes sponsor's name and business website link on Run for Life website, business name on posters and sponsor announcement event. VIP tour of the Roger S. Good Cancer Treatment Center for 10 individuals
- ☐ Ultra Marathon Sponsor (\$2,500), Includes sponsor's name and business website link on the Run for Life website, business name on posters and sponsor announcement event VIP tour of the Roger S. Good Cancer Treatment Center for five individuals' entry fees for 15 runners/Walkers pre-registered
- ☐ Marathon Sponsor (\$1,500), Includes sponsor's name and business website link on the Run for Life website, business name on posters and sponsor announcements event. Entry fee for 10 runners/walkers pre-registered.
- ☐ Half Marathon Sponsor (\$1000 Includes sponsor's name and business website link on Run for Life website, business name on posters and sponsor announcements at the event. Entry fee for five runners/walkers pre-registered.
- ☐ 10K Sponsor (\$500), Includes sponsor's name and business website link on the Run for Life website, business name on posters and sponsor announcement at event entry fees for two pre-registered.
- ☐ 5K Sponsor (\$250), Includes sponsor's name and business website link on the Run for Life website, business name on posters and sponsor announcement event. Entry fee for one pre-registered.
- ☐ Signs of Hope (\$150), This sign is for honoring your loved ones who have or are battling cancer and will be along the race route.

- ☐ Check enclosed (make payable to Exchange Club of Porterville)
- ☐ Send invoice

Contact

Company Name

Mailing Address

Phone Number

Exchange Club of Porterville,
shelley@jrmeatcompany.com (559) 281-1005

P.O. Box 1911, Porterville, Ca 93258

**Must receive payment by August 1, 2026*



CITY COUNCIL AGENDA – AUGUST 18, 2026

SUBJECT: Approval of Reappointments and Appointment to the Transactions and Use Tax Oversight Committee

SOURCE: Administrative Services

COMMENT:

The Transactions and Use Tax Oversight Committee (TUTOC) is responsible for reviewing revenues and expenditures associated with Measure H and Measure I and reporting its findings to the City Council. The Committee is composed of ten members of the public and is required to meet at least once annually following adoption of the budget. Historically, the Committee has met on a quarterly basis. To be eligible for appointment, an individual must be a Porterville resident, business owner, or business operator.

The terms of Committee Members Shawn Byars, Jerry Hall, and Rae Dean Strawn expired in May 2026. Mr. Hall and Ms. Strawn have expressed an interest in continuing to serve and are being presented to the City Council for consideration for reappointment. Mr. Byars has declined reappointment, and his seat will therefore remain vacant. Additionally, the seat previously held by Committee Member Stinson is vacant following her passing.

Taha Saleh was recently appointed to TUTOC and currently serves as a member of the Committee.

The City Clerk's Office has also received a new Request for Appointment from Brian Redford. Mr. Redford meets the Committee's eligibility requirements as a Porterville resident. His application also identifies professional experience involving budget oversight, financial analysis, data-informed decision-making, and community engagement. A copy of his Request for Appointment and supporting information is attached for the City Council's consideration.

If Mr. Hall and Ms. Strawn are reappointed and Mr. Redford is appointed, five of the Committee's ten seats will be filled and five seats will remain vacant. Staff will continue accepting applications for the remaining vacancies.

Staff recommends the reappointment of Jerry Hall and Rae Dean Strawn and

the appointment of Brian Redford for terms expiring in May 2030.

RECOMMENDATION: That the City Council:

1. Reappoint Jerry Hall to the Transactions and Use Tax Oversight Committee for a term expiring May 2030;
2. Reappoint Rae Dean Strawn to the Transactions and Use Tax Oversight Committee for a term expiring May 2030; and
3. Appoint Brian Redford to the Transactions and Use Tax Oversight Committee for a term expiring May 2030.

ATTACHMENTS:

1. Request for Appointment - Jerry Hall
2. Request for Appointment - Brian Redford
3. Request for Appointment - Rae Dean Strawn

Appropriated/Funded: Not Applicable

Review By:

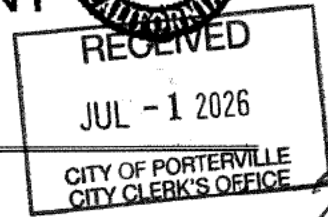
Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

ATTN. FERNANDO
559-782-7452



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: JERRY HALL
(Please Print)

Appointment to: TCDC
(Name of Board, Commission, or Committee)

☒ Reappointment; or IF NEW, Please provide:

Street Address: _____

Mailing Address: _____

Name of Business: _____

☐ Own ☐ Operate

Business Address: _____

Telephone: Home _____

Work _____

FAX _____

E-mail _____

City of Porterville Resident:

☒ Yes

☐ No

Select District:

☐ 1 ☐ 2 ☐ 3

☐ 4 ☒ 5

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

Please tell us why you are interested in this position.

☐ Resume attached

☐ Letter of request attached

Submitted By:

[Redacted]

7/1/2026

Date

Received by:

Fernando Gabriel

Forwarded to:

City Clerk

☒

Date:

7/1/26

City Council

☐

Date:

Staff Liaison

☐

Date:

Tentative Council Mtg Date:

8/18/26

JUN 15 2026 8

CITY OF PORTERVILLE
REQUEST FOR APPOINTMENTCITY OF PORTERVILLE
CLERK'S OFFICE

Please complete all blanks.

Name: Brian Redford
(Please Print)Appointment to: Transactions and Use Tax Oversight Committee
(Name of Board, Commission, or Committee)☐ Reappointment; or IF NEW, Please provide:Street Address: [REDACTED]Porterville, CA 93257

Mailing Address: _____

Name of Business: _____

☐ Own☐ Operate

Business Address: _____

Telephone: Home [REDACTED]

Work _____

FAX _____

E-mail [REDACTED]

City of Porterville Resident:

☒ Yes

☐ No

Select District:

☐ 1 ☐ 2 ☐ 3

☐ 4 ☒ 5

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

Please see attached letter for specifics

Please tell us why you are interested in this position.

As a resident of Porterville who has purchased a home, benefitted
from city programs and services and wants the very best for this city,
I feel it is my responsibility to do my part.

☐ Resume attached

☒ Letter of request attached

Submitted By: Brian Redford 6/15/20
Date

Received by: Fernando Gabriel

Forwarded to: City Clerk ☒ Date: 6/15/20
City Council ☐ Date: _____
Staff Liaison ☐ Date: _____

Tentative Council Mtg Date: 8/18/20

To the City of Porterville, CA

I am writing to express my interest in serving on the Transactions and Use Tax Oversight Committee for the City of Porterville. As a long-term resident, licensed clinical social worker, and healthcare administrator with extensive experience managing budgets and community-focused initiatives, I would welcome the opportunity to contribute to the responsible oversight of public resources in our community.

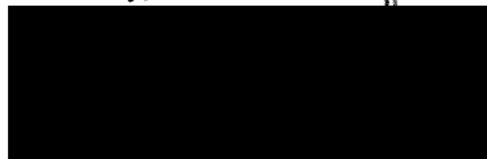
I purchased a home in Porterville more than nine year ago and am deeply invested in the well-being and continued success of our city. My children go to school here, my wife works with the Barn Theater and I started my career at Sierra View Medical Center. I have worked closely with diverse stakeholders to address community needs, promote accountability, and achieve measurable outcomes. My background in community organization in other cities has strengthened my ability to listen thoughtfully, evaluate competing priorities, and collaborate effectively toward shared goals.

In my current role managing cost-of-care programs for a large healthcare organization, I am responsible for overseeing significant budgets and ensuring that resources are allocated efficiently and strategically. This work requires careful financial analysis, attention to detail, data-informed decision-making, and a strong commitment to transparency and stewardship. These skills align closely with the responsibilities of a Transactions and Use Tax Oversight Committee member.

I believe my combination of professional experience, financial oversight responsibilities, and long-standing commitment to the community would allow me to make a meaningful contribution to the committee's work. I am committed to helping ensure that taxpayer funds are used as intended and that residents can have confidence in the integrity and accountability of public expenditures.

Thank you for your consideration. I would be honored to serve the residents of Porterville in this capacity and appreciate the opportunity to be considered for appointment.

Sincerely,

A large black rectangular redaction box covering the signature area.

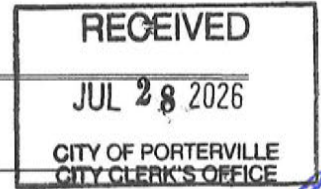
Brian Redford, LCSW



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.



Name: RAE DEAN STRAWN
(Please Print)

Appointment to: T U T O C
(Name of Board, Commission, or Committee)

☒ Reappointment; or IF NEW, Please provide:

Street Address: _____

Mailing Address: _____

Name of Business: _____

☐ Own ☐ Operate

Business Address: _____

Telephone: Home _____

Work _____

FAX _____

E-mail _____

City of Porterville Resident:

☐ Yes

☐ No

Select District:

☐ 1 ☐ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☐ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

Please tell us why you are interested in this position.

☐ Resume attached

☐ Letter of request attached

Submitted By:

[Redacted Signature]

7/28/2020
Date

Received by: Fernando Gabriel

Forwarded to:

City Clerk

☒

Date: 7/20/20

City Council

☐

Date: _____

Staff Liaison

☐

Date: _____

Tentative Council Mtg Date: 8/18/20



CITY COUNCIL AGENDA – AUGUST 18, 2026

SUBJECT: Approval of Communications Specialist Classification and Job Description

SOURCE: City Manager's Office

COMMENT: The City of Porterville provides a wide range of programs, services, projects, and community initiatives that require timely and effective communication with residents, businesses, visitors, community organizations, partner agencies, and the media. As communication increasingly occurs through websites, social media, digital media, traditional media, community outreach, public meetings, and special events, there is a growing need for a coordinated Citywide approach to communication, marketing, and branding.

Currently, many communication, marketing, public outreach, and promotional responsibilities are distributed among existing staff whose primary responsibilities are focused on other municipal operations. Establishing a dedicated professional position will provide greater consistency in Citywide messaging, branding, content development, and public engagement while allowing existing staff to remain focused on their primary operational responsibilities.

To address these needs, staff proposes establishing a Communications Specialist classification at Salary Range 232 (\$6,627–\$8,087 per month). The position will be assigned to the Administration Department under the City Manager's Office and will provide centralized communication and marketing support to all City departments.

The Communications Specialist will be responsible for developing and implementing Citywide communication, marketing, and branding strategies; maintaining consistent messaging, visual identity, and brand standards; developing marketing and promotional campaigns; and creating written, visual, digital, and multimedia content. The position will also manage content for the City's website and social media platforms and provide professional communication and marketing support to City departments.

An important focus of the position will be strengthening the City of Porterville brand and proactively communicating the City's story. The Communications Specialist will promote City programs, services, projects, community assets,

infrastructure investments, economic and community development initiatives, events, and accomplishments through a variety of communication channels.

The position will also coordinate community engagement and public outreach activities, serve as a primary point of contact for routine media inquiries, and support emergency and crisis communications in coordination with the City Manager, City departments, public safety agencies, and other appropriate agencies.

As a Citywide administrative function, the cost of the position will be shared among City departments, recognizing that centralized communication, marketing, branding, public outreach, and public information services support the entire organization. Funding for the position is included in the Fiscal Year 2026-27 Annual Budget.

Establishing the Communications Specialist classification will provide the City with a centralized professional resource to strengthen the City's brand, improve the consistency and quality of public-facing communications, expand community engagement, promote City programs and accomplishments, and support the communication needs of all City departments.

RECOMMENDATION:

That the City Council:

1. Approve the establishment of the Communications Specialist classification at Range 232 (\$6,627 - \$8,087); and
2. Approve the proposed job description for Communications Specialist.

ATTACHMENTS:

1. Communications Specialist

Appropriated/Funded: FY 2026-27 General Fund Annual Operating Budget

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

COMMUNICATIONS SPECIALIST

DEFINITION

Under general administrative direction, develops, implements, coordinates, and evaluates the City's communications, marketing, branding, and public information programs; develops and maintains the City's brand identity and Citywide communications strategy; creates and coordinates digital, visual, and written content to promote City programs, services, projects, events, accomplishments, and community initiatives; supports media relations, community engagement, and emergency communications; and performs related duties consistent with the goals and priorities established by the City Manager.

REPRESENTATIVE DUTIES

The duties listed below are examples of the work typically performed by an employee in this classification. Not all assigned duties may be listed. Marginal duties are those which are non-essential job functions for this classification.

Under the general direction of the City Manager's Office:

1. Develops, implements, and maintains Citywide communication, marketing, and branding strategies that support the City's goals and priorities; establishes and promotes consistent messaging, visual identity, and brand standards across City departments, programs, facilities, and public-facing communications.
2. Develops marketing and promotional campaigns to highlight City programs, services, projects, events, economic and community development initiatives, community assets, infrastructure investments, accomplishments, and other activities that promote the City and strengthen its community identity.
3. Creates, designs, edits, and coordinates written, visual, and multimedia content, including news releases, newsletters, brochures, advertisements, graphics, photography, videos, presentations, informational materials, signage, and other digital and printed communications.
4. Develops and manages content for the City's website, social media platforms, and other digital communication channels to provide timely, accurate, accessible, and engaging information; monitors digital engagement and identifies opportunities to expand the City's reach and effectiveness.
5. Coordinates with City departments to identify communication and marketing needs and provides professional guidance and support for public education campaigns, promotional materials, presentations, special initiatives, and other communications to ensure consistency with Citywide messaging and brand standards.

6. Develops and coordinates community engagement and public outreach activities, including surveys, public information campaigns, community events, public meetings, and other opportunities to inform and engage residents, businesses, visitors, community organizations, and other stakeholders.
7. Serves as a primary point of contact for routine media inquiries; prepares news releases, talking points, fact sheets, and official communications; coordinates responses with the City Manager, department directors, and appropriate staff; and develops and maintains professional relationships with news media.
8. Proactively identifies and develops opportunities to tell the City's story, promote community assets and accomplishments, and strengthen public awareness of City programs and investments through digital and traditional media, photography, video, publications, community partnerships, and other communication channels.
9. Supports emergency and crisis communications, including the preparation and dissemination of timely public information, emergency notifications, updates, and other communications in coordination with the City Manager, emergency management personnel, public safety agencies, City departments, and other appropriate agencies.
10. Monitors and evaluates the effectiveness of City communication, marketing, branding, and engagement efforts using website analytics, social media metrics, surveys, community feedback, and other performance measures; stays informed of emerging communication and marketing practices and recommends strategies, technologies, and improvements to enhance the City's communication efforts.

Performs related duties as required and/or assigned.

EMPLOYMENT STANDARDS

Education and/or Experience

Graduation from an accredited college or university with a Bachelor's degree in Communications, Marketing, Journalism, Public Relations, Graphic Design, Digital Media, or a related field, and three years of progressively responsible professional experience in communications, marketing, public relations, graphic design, digital media, community relations, or a related field.

An equivalent combination of education, training, and experience that provides the required knowledge, skills, and abilities may be considered.

Experience in a public agency is desirable.

Knowledge of:

Principles and practices of strategic communications, marketing, branding, public information, media relations, and community engagement; Brand development, marketing campaigns, audience identification, and message development; Social media, digital communications, website content management, and online engagement; Graphic design, photography, videography, multimedia production, and visual communications; Professional writing, editing, news writing, and development of content for diverse audiences and communication platforms; Community outreach, public engagement, event promotion, and stakeholder communications; Methods for evaluating communication and marketing effectiveness, including website analytics, social media metrics, surveys, and community feedback; Principles and practices of emergency and crisis communications; Applicable federal, state, and local laws and requirements related to public-sector communications, accessibility, copyright, records retention, and intellectual property; Organization and functions of municipal government; and Modern office practices, communication technologies, software applications, record keeping, report preparation, and presentation techniques.

Ability to:

Develop and coordinate effective communication, marketing, branding, and public information programs; Create professional written, visual, digital, and multimedia content for diverse audiences; Maintain consistent City branding, messaging, and visual identity across communication platforms; Plan and coordinate marketing campaigns, community outreach, special events, and public engagement activities; Establish effective relationships with the media, community, City staff, partner agencies, and other stakeholders; Respond effectively to media and public inquiries, including during emergencies and sensitive situations; Exercise sound judgment, work independently and collaboratively, manage multiple priorities, and meet deadlines; and Communicate clearly, concisely, and professionally, both orally and in writing.

Special Requirements

Possession of a valid California Driver's License.

Physical Demands

Sitting, standing, walking, some stooping and bending. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of objects up to 25 lbs., such as files, stacks of paper and other reference materials. Moving from place to place within the office; some reaching for items below and above desk level.

WORKING CONDITIONS

Environment is generally clean with limited exposure to conditions such as dust, fumes, odors, and noise. Frequent use of computers, mobile devices, cameras, audiovisual equipment, and other communication technology is required. Attendance at evening meetings, community events, and other activities outside normal business hours may be required. Occasional travel may be required.



CITY COUNCIL AGENDA – AUGUST 18, 2026

SUBJECT: Conditional Use Permit (PRC 2026-013-C) for Dead End Saloon at 1200 S. Main Street

SOURCE: Planning and Engineering

COMMENT: The purpose of this item is to conduct a public hearing and consider a Conditional Use Permit (CUP) to allow the reopening of a previously operated bar/tavern within an existing commercial building at 1200 S. Main Street.

The applicant, Don Burns, on behalf of property owner Mike Colletto, proposes to reopen the previously operated Harley's Tavern under the business name Dead End Saloon at 1200 S. Main Street (APN 270-160-022-000). Approval of the CUP would allow the proposed tavern use and support the applicant's acquisition of a State of California Type 48 Alcoholic Beverage Control (ABC) license, which authorizes the on-site sale and consumption of beer, wine, and distilled spirits.

The California Department of Alcoholic Beverage Control establishes licensing thresholds based on population within individual census tracts. The subject property is located within Census Tract 41.02. Based on the applicable ABC licensing threshold for the census tract, the proposed on-sale license would not result in an overconcentration of alcohol licenses within the census tract.

The subject property is located within the CR (Retail Centers) Zone District and has a General Plan Land Use designation of Retail Centers. The CR Zone District allows bars and taverns subject to approval of a Conditional Use Permit. The Project Review Committee reviewed the proposed project on May 20, 2026. The proposed use will occupy an existing commercial structure previously utilized for the same general purpose.

The Porterville Development Ordinance requires the City Council to make specific findings prior to approving or modifying a Conditional Use Permit. Staff evaluated the proposed use and determined that the required findings can be made as follows:

1. The proposed project advances the goals and objectives of the City and is consistent with the policies of the General Plan and other applicable plans

adopted by the City.

The reopening of a tavern at 1200 S. Main Street supports the following City of Porterville General Plan policies:

- ED-G-2: Retain, improve, and promote existing businesses in Porterville.
- ED-G-5: Retain existing local businesses and foster local start-ups.
- LU-G-1: Promote a sustainable, balanced land use pattern that responds to the existing and future needs of the City.

There are no other applicable specific plans for the project location.

2. The location, size, design, and operating characteristics of the proposed project are consistent with the purposes of the district and conform with the General Plan, Development Ordinance, and other applicable plans adopted by the City Council.

The CR Zone District allows bars and taverns subject to approval of a Conditional Use Permit. The proposed business will occupy an existing commercial structure previously used for the same general purpose and does not propose a significant expansion of the existing building.

The project will be required to comply with applicable City codes and departmental conditions. Engineering, Fire, and Building identified no immediate initial comments during the project review process. The Field Services Division identified a standard technical condition requiring installation of a backflow prevention device on the water meter pursuant to Resolution No. 9615.

California Environmental Quality Act

The proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Existing Facilities (Class 1). The exemption applies because the project involves the operation and licensing of an existing commercial structure with negligible or no physical expansion of the existing building footprint. A Notice of Exemption will be filed with the Tulare County Clerk following City Council approval.

Based on the project application, applicable General Plan and zoning requirements, departmental review, and the findings described above, staff recommends approval of the Conditional Use Permit for the Dead End Saloon at 1200 S. Main Street, subject to the applicable conditions of approval.

RECOMMENDATION:

That the City Council:

1. Conduct a public hearing to receive testimony regarding the proposed Conditional Use Permit for Dead End Saloon at 1200 S. Main Street;
2. Find the project categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15301 (Existing Facilities); and
3. Adopt the attached Resolution approving the Conditional Use Permit for Dead End Saloon at 1200 S. Main Street, subject to the applicable conditions of approval.

ATTACHMENTS:

1. Locator Map – 1200 S. Main Street
2. Draft Resolution
3. Notice of Public Hearing

Appropriated/Funded: Not Applicable

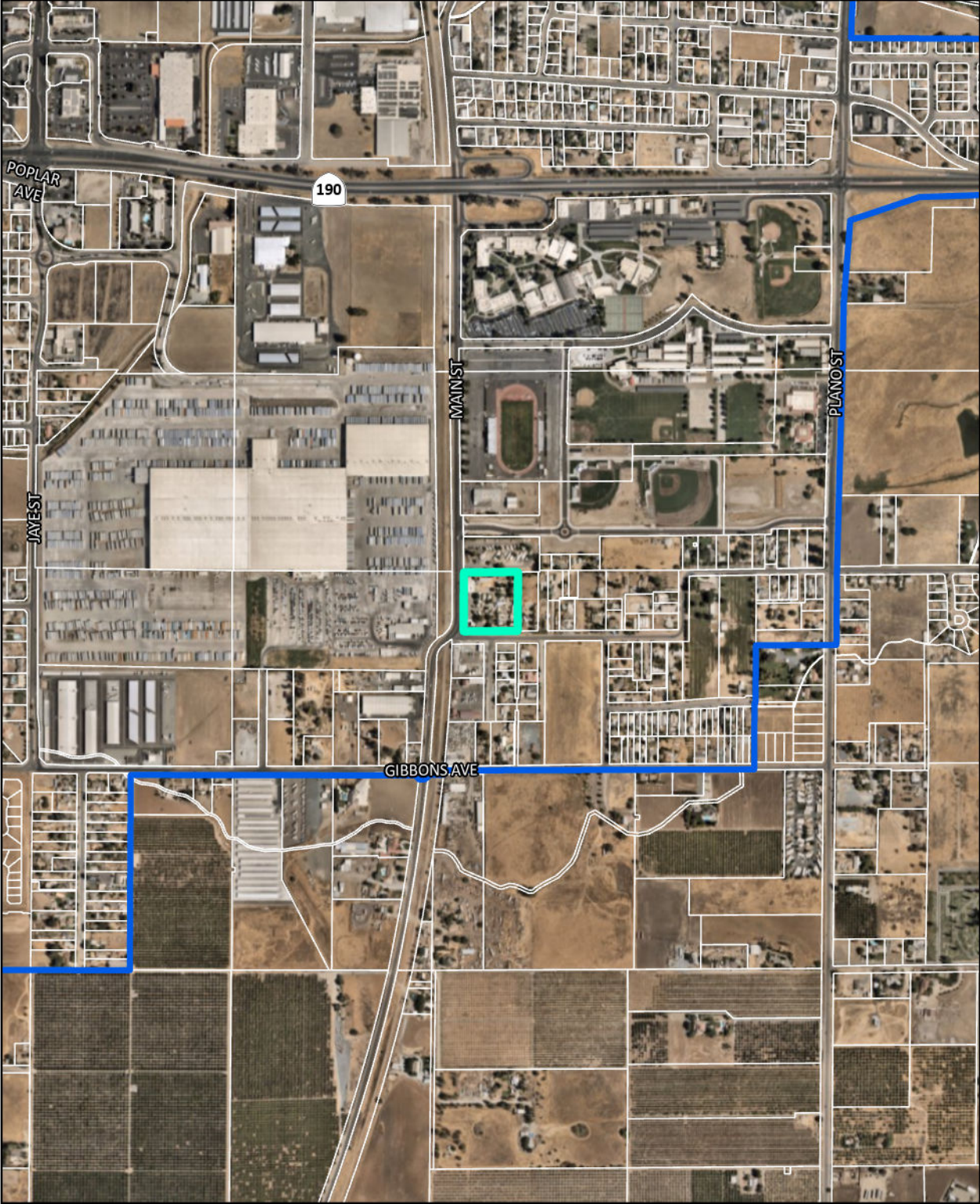
Review By:

Department Director:

Clayton Dignam, Acting Planning and Engineering Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

Locator Map
PRC 2026-013



Tavern
@ 1200 S. Main St

-  Project Location
-  City Limits

1 in = 1,000 feet



RESOLUTION NO. ____-2026

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF A
CONDITIONAL USE PERMIT FOR THE OPERATION
OF A TAVERN (DEAD END SALOON) AT 1200 S. MAIN STREET**

WHEREAS: The Project Review Committee (PRC) of the City of Porterville at its meeting of May 20, 2026, reviewed a proposal (Project No. 2026-013) to reopen the previously-operated Harleys Tavern as a bar/tavern located at 1200 South Main Street (APN 270-160-022-000); and

WHEREAS: the applicant, Don Burns, on behalf of property owner Mike Colletto, wishes to apply for a Conditional Use Permit to allow for the acquisition of a State of California Type 48 ABC license, authorizing the sale of beer, wine, and distilled spirits for on-site consumption; and

WHEREAS: the subject property is located within the CR (Retail Centers) Zone District and carries a General Plan Land Use designation of Retail Centers, which permits tavern uses subject to a Conditional Use Permit; and

WHEREAS: a ten (10) day Public Hearing notice was published in the Porterville Recorder and mailed to adjacent property owners within the required radius of the subject site; and

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of August 18, 2026, conducted a public hearing to consider approval of the Conditional Use Permit for the tavern use; and

WHEREAS: The City Council of the City of Porterville received testimony from all interested parties related to this matter; and

WHEREAS: the Environmental Coordinator has determined that the project is categorically exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15301 (Existing Facilities); and

WHEREAS: The City Council makes the following findings pursuant to Porterville Development Code Section 604.04, the evidence for said findings substantiated in the record:

1. Approval of the proposed project will advance the goals and objectives of and is consistent with the policies of the general plan and any other applicable plan that the city has adopted.

2. The location, size, design, and operating characteristics of the proposed project are consistent with the purposes of the district where it is located and conforms in all significant

respects with the general plan, this development ordinance and with any other applicable plan adopted by the city council.

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

1. The project is exempt from the California Environmental Quality Act under CEQA Guidelines Section 15301, Existing Facilities.
2. The Conditional Use Permit to authorize the operation of a tavern (Dead End Saloon) with a Type 48 ABC license at 1200 S. Main Street is hereby approved.
3. Any future change in operation which substantially alters the conditions or nature of the subject business will require approval of a modification to the Conditional Use Permit by the City Council.
4. Unless an extension of time is granted by the City Council, this Conditional Use Permit shall expire two years after the date of approval (August 18, 2028).
5. The development and ongoing operation shall comply with the Porterville Municipal Code, Chapter 21 Development Code, and all departmental conditions outlined in the Project Review Committee (PRC) letter for Project No. 2026-013.

PASSED, APPROVED AND ADOPTED this 18th day of August, 2026.

Greg Meister, Mayor

ATTEST:

Richard Tree, City Clerk

BY _____
Fernando Gabriel-Moraga, Chief Deputy City Clerk

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the City Council of the City of Porterville on Tuesday, August 18, 2026, at 6:30 p.m. or as soon thereafter as the matter can be heard in the Council Chambers at City Hall, 291 N. Main Street, Porterville, California, in order to consider the following:

Conditional Use Permit (PRC No. 2026-013) to allow the reopening of a previously-operated business (Harley's Tavern) as (Dead End Saloon) with a Type 48 ABC license for the sale of beer, wine, and distilled spirits for on-site consumption.

The project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15301 (Existing Facilities).

The project site is located at 1200 South Main Street, Porterville, CA (APN 270-160-022) within the CR (Retail Centers) Zone District and has a General Plan Land Use designation of Retail Centers.

Public comments may be submitted to cityclerk@ci.porterville.ca.us and will be provided to the City Council for consideration prior to the public hearing. While written comments are not routinely read aloud during the meeting, individual Council Members may choose to reference or read submitted comments during the hearing. Members of the public are encouraged to submit comments prior to 6:30 p.m. on Tuesday, August 18, 2026, to ensure they are distributed to the City Council before consideration of the item. Staff will periodically check for emails received after 6:30 p.m.; however, comments received after that time may not be provided to the City Council prior to action on the item.

This notice is given in order to provide all parties an opportunity to be heard and to present their views regarding this application. The matter can be heard in the Council Chambers at City Hall, 291 N. Main Street, Porterville, California and will be live streamed on YouTube at <https://www.youtube.com/@cityofporterville4149>. Application materials are on file in the office of the Porterville Planning and Engineering Department at City Hall, 291 N. Main Street, and are available for inspection by any and all persons interested therein.

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 the documents in the agenda packet please contact Chief Deputy City Clerk, Fernando Gabriel-Moraga, (559) 782-7464. Individuals requiring special assistance using TTY, VCO, HCO, or ASCII devices may call 1-866-660-4288. 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 appropriate alternative format of the agenda and documents in the agenda packet.

DATED: August 7, 2026
Richard Tree, City Clerk



CITY COUNCIL AGENDA – AUGUST 18, 2026

SUBJECT: Second Reading - Ordinance No. 1934 - Repealing and Replacing Municipal Code Provisions Pertaining to Code Enforcement Officers

SOURCE: Administrative Services

COMMENT: Ordinance No. 1934, an ordinance of the City Council of the City of Porterville, repealing and replacing Sections 2-26.1 through 2-26.4 of Chapter 2, and adding Sections 2-26.5 through 2-26.9 of the Porterville Municipal Code pertaining to Code Enforcement Officers, including the relocation of the Code Enforcement function to the Building Division within the Planning and Engineering Department.

RECOMMENDATION: That the Council give Second Reading to Ordinance No. 1934 waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Ordinance No. 1934

Appropriated/Funded: Not Applicable

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

ORDINANCE NO. 1934

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE REPEALING AND REPLACING SECTIONS 2-26.1 THROUGH 2-26.4 OF
CHAPTER 2, AND ADDING SECTIONS 2-26.5 THROUGH
2-26.9 OF THE PORTERVILLE MUNICIPAL CODE
PERTAINING TO CODE ENFORCEMENT OFFICER**

WHEREAS, the City desires to enforce the Porterville Municipal Code and the City's ordinances in the most efficient manner possible, the proposed ordinance relocates the Code Enforcement function from the Fire Department to the Building Division within the Planning and Engineering Department and establishes the Code Enforcement Section as part of the Building Division.

WHEREAS, the amendments also modernize and clarify the City's code enforcement authority by defining the organization, supervision, duties, inspection authority, enforcement authority, administrative remedies, and coordination with other City departments.

WHEREAS, the proposed ordinance does not eliminate or diminish the independent statutory authority of the Fire Marshal, Fire Chief, Police Chief, or any other City official granted enforcement authority by state law. It provides organizational clarity by placing responsibility for the City's general municipal code enforcement program within the Building Division while preserving interdepartmental coordination on matters involving fire and life safety, building regulations, nuisance abatement, zoning, housing, and other applicable state and local laws.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE DO
ORDAIN, AS FOLLOWS:**

**CITY OF PORTERVILLE
MUNICIPAL CODE
CHAPTER 2: ADMINISTRATION**

ARTICLE IV: CODE ENFORCEMENT SECTION

SECTION:

- 2-26.1: Creation and Organization of the Code Enforcement Section
- 2-26.2: Appointment; Jurisdiction; Supervision
- 2-26.3: Designation as Public Officer; Citation and Arrest Authority
- 2-26.4: Duties

2-26.5: Enforcement Authority; Applicable Codes

2-26.6: Inspection Authority; Warrants

2-26.7: Administrative and Legal Remedies

2-26.8: Compliance; Voluntary and Compelled

2-26.9: Coordination with Other Departments and Agencies

2-26.1: CREATION AND ORGANIZATION OF THE CODE ENFORCEMENT SECTION:

There is hereby created within the Building Division of the Planning and Engineering Department, a Code Enforcement Section. The official in charge of the Code Enforcement Section shall be the Building Official, or a duly authorized representative designated by the Building Official with the approval of the City Manager.

Nothing in this article shall be construed to limit or eliminate enforcement authority otherwise conferred by state law upon any other officer or agency of the City, including the Fire Marshal, Fire Chief, and Police Chief with respect to matters within their respective jurisdictions.

2-26.2: APPOINTMENT; JURISDICTION; SUPERVISION:

Code enforcement officers shall be duly appointed employees of the Code Enforcement Section of the Building Division, as defined in Section 829.5 of the California Penal Code. Code enforcement officers shall be authorized to perform enforcement duties identified in this article and as otherwise defined by applicable state and local law.

Code enforcement officers shall be under the direct supervision of the Building Official, or his or her designee, who shall serve as the appointing and supervising authority for all code enforcement personnel assigned to the division. The Building Official may designate a Code Enforcement Officer II to serve as section supervisor.

The Building Official is authorized to appoint deputy officers, inspectors, and other technical personnel necessary to carry out the functions of the Building Division, including the Code Enforcement Section, in accordance with the City's personnel rules and the concurrence of the City Manager.

2-26.3: DESIGNATION AS PUBLIC OFFICER; CITATION AND ARREST AUTHORITY:

Code enforcement officers are hereby designated as public officers of the City of Porterville within the meaning of Section 836.5 of the California Penal Code. Pursuant to the authority granted to the City's governing body under Penal Code Section 836.5(d), code enforcement officers assigned to the Code Enforcement Division are hereby authorized by ordinance to:

(A) Make arrests without a warrant whenever the officer has reasonable cause to believe that a person has committed a misdemeanor in the officer's presence that constitutes a violation of any statute or ordinance the officer has a duty to enforce;

(B) Issue criminal citations (written notices to appear) for misdemeanor and infraction violations of applicable state codes and City ordinances, pursuant to Penal Code Section 836.5 and Section 853.6;

(C) Issue administrative citations for violations of applicable state codes and City ordinances, pursuant to any administrative citation authority conferred by City ordinance; and

(D) File formal complaints with the City Attorney or other appropriate prosecutorial authority for prosecution of unresolved violations.

This authority shall apply only while the officer is acting within the scope of his or her official duties and only with respect to statutes, regulations, or ordinances the officer has a duty to enforce.

Code enforcement officers, as defined under Penal Code Section 829.5, are not peace officers as defined in Penal Code Chapter 4.5 (commencing with Section 830) and shall not exercise peace officer powers beyond those specifically conferred by this article and applicable state law.

2-26.4: DUTIES:

The duties of code enforcement officers shall include, but are not limited to:

(A) Investigating complaints and conducting proactive inspections of properties within the City for violations of applicable codes, ordinances, and regulations;

(B) Identifying and abating hazardous conditions that threaten the life, health, safety, and welfare of the public, occupants, or neighboring properties;

(C) Issuing notices of violation, correction notices, notices to vacate, stop-work orders, and orders to abate, as appropriate;

(D) Documenting violations and maintaining accurate case files and enforcement records;

(E) Working collaboratively with property owners, tenants, and responsible parties to achieve voluntary compliance wherever feasible; and

(F) Referring matters requiring prosecution, receivership, injunctive relief, or other judicial action to the City Attorney or appropriate authority.

2-26.5: ENFORCEMENT AUTHORITY; APPLICABLE CODES:

Code enforcement officers shall have authority to enforce the provisions of all applicable state and local codes, regulations, and ordinances, including but not limited to:

(A) The Porterville Municipal Code;

(B) The California Building Code (CBC), Title 24, Part 2;

(C) The California Residential Code (CRC), Title 24, Part 2.5;

(D) The California Fire Code (CFC), Title 24, Part 9;

(E) The California Electrical Code (CEC), Title 24, Part 3;

(F) The California Mechanical Code (CMC), Title 24, Part 4;

- (G) The California Plumbing Code (CPC), Title 24, Part 5;
- (H) The California Energy Code, Title 24, Part 6;
- (I) The California Green Building Standards Code (CALGreen), Title 24, Part 11;
- (J) The California Health and Safety Code, including but not limited to Division 13, Part 1.5 (State Housing Law, commencing at Section 17910); Division 13, Part 2 (Hotel and Motel Regulations); and related provisions governing substandard buildings and nuisance abatement;
- (K) The California Business and Professions Code, to the extent applicable to building, contractor, and license requirements;
- (L) The Uniform Housing Code and Uniform Code for the Abatement of Dangerous Buildings, as locally adopted;
- (M) Applicable provisions of the California Labor Code;
- (N) Applicable provisions of the California Government Code, including but not limited to police powers conferred under Section 54988 and related provisions;
- (O) Any other state or local code, regulation, standard, or ordinance assigned to the Code Enforcement Division by the Building Official or City Manager.

Code enforcement officers shall enforce all such codes as they may be amended from time to time. The Planning and Engineering Director may, by written directive, designate additional codes or ordinances for enforcement by the Building Division and Code Enforcement Section.

2-26.6: INSPECTION AUTHORITY; WARRANTS:

Code enforcement officers are authorized to enter and inspect any building, structure, premises, or property within the City at reasonable times for the purpose of investigating violations of the codes and regulations identified in Section 2-26.5, or of ascertaining compliance with any notice, order, or permit issued under those codes.

Where the owner, occupant, or responsible party consents to entry, no warrant shall be required. Where consent is denied or cannot be obtained, code enforcement officers shall seek an administrative inspection warrant pursuant to the procedures set forth in the California Code of Civil Procedure, commencing at Section 1822.50.

Nothing in this section shall limit the authority of officers to enter and inspect without a warrant where exigent circumstances exist, consent is expressed or implied, or where otherwise authorized by applicable law.

2-26.7: ADMINISTRATIVE AND LEGAL REMEDIES:

In addition to citation authority, code enforcement officers and the Building Official shall have authority to employ the following remedies as authorized by applicable state and local law:

- (A) Issuance of notices of violation and orders to correct, with specified compliance deadlines;
- (B) Issuance of orders to vacate unsafe structures pursuant to California Health and Safety Code Section 17980 and related provisions;

- (C) Imposition of administrative fines and penalties pursuant to applicable City ordinance;
- (D) Abatement of public nuisances, with cost recovery against the responsible property owner, pursuant to applicable City ordinance and California Government Code Section 38771 et seq.;
- (E) Recordation of notices of violation against property title pursuant to California Health and Safety Code Section 17985 and applicable local ordinance;
- (F) Referral to the City Attorney for civil injunctive relief, nuisance abatement litigation, or receivership proceedings pursuant to California Health and Safety Code Section 17980.7 (as amended, including by SB 1465, effective January 1, 2025, which extended receivership authority to non-residential substandard buildings); and
- (G) Revocation or withholding of building permits, certificates of occupancy, or business license sign-off pending resolution of outstanding code violations, in coordination with the Building Official and other applicable departments.

2-26.8: COMPLIANCE; VOLUNTARY AND COMPELLED:

Code enforcement officers shall make reasonable attempts to work with property owners, occupants, and responsible parties to obtain voluntary compliance with applicable codes and regulations. Outreach, education, and good-faith negotiation of reasonable compliance timelines are encouraged where such efforts are consistent with public safety.

Voluntary compliance efforts shall not preclude the use of administrative or legal remedies where violations present an immediate threat to public health or safety, where a responsible party has failed to comply within a reasonable time, or where circumstances otherwise warrant formal enforcement action. The Building Official retains final authority over enforcement strategy and prioritization within the division.

2-26.9: COORDINATION WITH OTHER DEPARTMENTS AND AGENCIES:

Code enforcement officers shall work collaboratively with other City departments, including but not limited to the Fire Department, Public Works, Community Development, Parks and Leisure Services, Finance, and Police, as well as with other local, state, and federal agencies, as needed to carry out the purposes of this article.

Where a matter within the Code Enforcement Section's jurisdiction involves fire and life safety issues regulated by the California Fire Code or other standards under the authority of the Fire Marshal, the Building Official shall coordinate with the Fire Marshal as appropriate and may refer specific matters to the Fire Department for concurrent or independent enforcement action under the Fire Department's independent statutory authority.

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

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PASSED, APPROVED AND ADOPTED this 18th day of August, 2026.

Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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



CITY COUNCIL AGENDA – AUGUST 18, 2026

SUBJECT: Second Reading - Ordinance No. 1935 - Amending Chapter 15 of the Porterville Municipal Code Pertaining to Business Licenses

SOURCE: Administrative Services

COMMENT: Ordinance No. 1935, an ordinance of the City Council of the City of Porterville, amending Chapter 15 of the Porterville Municipal Code pertaining to Business Licenses, including the transfer of administration of the City's Business License Program to the Planning and Engineering Department and related administrative updates.

RECOMMENDATION: That the Council give Second Reading to Ordinance No. 1935, waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Ordinance No. 1935

Appropriated/Funded: Not Applicable

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

ORDINANCE NO. 1935

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING CHAPTER 15 OF THE PORTERVILLE MUNICIPAL CODE PERTAINING TO BUSINESS LICENSE

WHEREAS, the City desires to enforce the Porterville Municipal Code and the City's ordinances in the most efficient manner possible, the proposed ordinance relocates the Business License function from the Finance Department to the Planning and Engineering Department and;

WHEREAS, the amendments also modernize and clarify the City's Business License authority by defining the organization, supervision, and coordination with other City departments.

WHEREAS, the proposed ordinance does not eliminate or diminish the independent statutory authority of the Finance Director, or any other City official granted enforcement authority by Ordinance or state law. It provides organizational clarity by placing responsibility for the City's general municipal business license program within the Planning and Engineering Department removing and replacing the authority from the Finance Director to the Director of Planning and Engineering Department;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE DO
ORDAIN, AS FOLLOWS:**

15-1: DEFINITIONS:

For the purposes of this chapter, certain words and phrases used herein are defined as follows:

ADVERTISING SOLICITOR: Any person who goes from place to place within the city selling or offering to sell advertising service using any advertising method.

AMUSEMENTS, AMUSEMENT RIDES: One or more merry-go-rounds, exhibitions, flying horses, Ferris wheels, or other similar devices.

ARCADE: A commercial establishment containing any combination of five (5) or more apparatuses, devices and/or machines operated by payment of fees and where the apparatus, devices and/or machines make possible a game or contest.

AUCTION SALES: All sales by auction of personal and/or real property.

BUSINESS: Professions, trades and occupations, and all and every kind of calling whether or not carried on for profit.

CARD ROOM: Any room in which there are card tables used, kept or intended for use in the playing of any kind of legal card game where the same is conducted as a business or in connection with a business.

CARNIVAL: A group of two (2) or more shows, entertainments, games, devices, mechanical rides, amusements, vaudeville or dramatic or minstrel performance, or games, tricks, devices or

wheels, the result of the operation of which is dependent upon chance or skill, and as a result of the operation of which things or representatives of value are given or paid. The charging of a single admission fee to a carnival shall not limit the provisions of this chapter.

CITY: City of Porterville, Tulare County, state of California.

COLLECTOR: The Director of Planning and Engineering or designee of the city and duly authorized assistants and/or deputies of the director.

CONTRACTORS: Means and includes those trades licensed by the state contractors' licensing board.

FIXED PLACE OF BUSINESS OR ESTABLISHED BUSINESS WITHIN THE CITY: A permanent store, office or place where business is legally and regularly transacted from month to month in such manner as business of that nature is generally or customarily carried on and conducted and when the circumstances show an intention to become an established, fixed and continuous part of the regular and legitimate business life of the city. In questionable cases, such facts must be shown by the exhibition of a bona fide lease or rental agreement to the premises where such business is to be conducted, such lease or rental agreement to be for a minimum period of not less than ninety (90)

days.

FLEA MARKET OR SWAP MEET: Any collection of two (2) or more vendors gathered together in a common area segregated by spaces, booths or other designated selling locations for the purpose of selling, offering to sell, bartering, or offering to barter, or any combination thereof, goods, wares, merchandise or articles of value. This definition shall be liberally construed so as to apply to any activity commonly known and referred to as a flea market, swap meet, or farmers' market.

FLEA MARKET OR SWAP MEET OPERATOR: Any person, corporation or organization conducting, managing or engaging in the business of operating a swap meet, flea market, or farmers' market.

FLEA MARKET OR SWAP MEET VENDOR: Any person, corporation or organization, and all employees and agents thereof, who purchases or acquires a space or spaces from a flea market or swap meet operator, or who purchases or acquires the right to be on the premises for the purpose of operating a business at a flea market, swap meet, or farmers' market.

GOING OUT OF BUSINESS SALE: A sale held out in such a manner as to reasonably cause the public to believe that upon the disposal of the stock of goods on hand the business will cease and be discontinued, including, but not limited to, the following types of sales: adjusters; adjustment; alteration; assignees; bankrupt; benefit of administrator; benefit of creditors; benefit of trustees; building coming down; closing; creditors committee; creditors; end; executors; final days; forced out; forced out of business; insolvent; last days; lease expires; liquidation; loss of lease; mortgage sale; receivers; trustees; quitting business; going out of business.

GOODS: Any goods, wares, merchandise or other personal property capable of being the objects of a sale regulated hereunder.

GROSS RECEIPTS: Shall include the total amount of the sale price of all sales and the total amount charged or received for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares or merchandise. Included in "gross

receipts" shall be all receipts, cash credits and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of the materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever. Included in "gross receipts" as concerns telephone companies shall be only those receipts derived from providing telephone service within the city and only receipts resulting from intrastate telephone service. Excluded from "gross receipts" shall

be cash discounts allowed and taken on sales; credit allowed on property accepted as part of the purchase price and which property may later be sold; any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser; such part of the sale price of property returned by purchasers upon recession of the contract of sale as is refunded whether in cash or by credit; amounts collected for others where the business is acting as an agent or trustee to the extent that such amounts are paid to those from whom collected.

Note: All receipts of a business should be included under gross receipts with the following exceptions:

- A. Cash discounts allowed.
- B. Trade in allowances.
- C. Sales tax.
- D. Excise tax.
- E. Any other tax included in or added to the price of the product.
- F. Sales return allowances.
- G. Amounts collected as an agent which are to be paid to others. (An example of this might be a down payment collected by a realtor or a stock purchase price collected by a stockbroker.)

INSURANCE BROKER: A person who, for compensation and on behalf of another person, transacts insurance other than life with, but not on behalf of, an insurer.

ITINERANT VENDOR OR ITINERANT MERCHANT: All persons, both principal and agent, who engage in a temporary or transient business in the city, selling or offering to sell goods, wares or merchandise or any other thing of value, with the intention of conducting such business for a period of less than ninety (90) days, and who for the purpose of such business hires, leases or occupies any room, doorway, vacant lot, building or other place, for the exhibition for sale of goods, wares, merchandise or other thing of value. If any such place, occupied or used for such business, is rented or leased for a period of less than ninety (90) days, such fact shall be presumptive evidence that the business carried on therein is a transient business; and any person so engaged shall not be relieved from the provisions of this section or from payment of the license taxes herein provided for such business, by reason of any temporary association with local dealer, trader, merchant or auctioneer. The provisions of this definition shall not apply to commercial travelers or selling agents, selling their goods exclusively to merchants, dealers or traders, whether selling for present or future delivery, by sample or otherwise, nor to peddlers, as the same is defined in this chapter. Further, the provisions of this definition shall not apply to persons selling fruit, vegetables, eggs, butter or other farm or ranch products of their own farm or dairy, exclusively, nor shall it apply to food products defined as "cottage foods" pursuant to the Health

And Safety Code, live plants or plant cuttings, or homemade arts or crafts when such items are offered for sale by the preparer at a coordinated farmers' market or similar event approved through the city.

PAID PROMOTER: Every person, and each agent or representative of such person conducting, carrying on or managing, for any compensation whatsoever, the business of selling tickets for, or promoting by advertising or otherwise, any activity within the city.

PARADE: Any march or procession consisting of persons, animals, or vehicles, or a combination thereof, except funeral processions, upon any public street, sidewalk, alley, or public place, which march or procession does not comply with normal and usual traffic regulation or control.

PEDDLER: Any person who goes from house to house, place to place, or in or along the streets, within the city selling or offering to sell, barter or exchange, and making or offering to make immediate delivery of any goods, wares, merchandise or anything of value, in the possession of the peddler to persons other than manufacturers, wholesalers, jobbers or retailers of such commodities; provided, that a producer who furnishes directly and delivers any poultry, eggs, butter, fruit, vegetables or meat being exclusively the produce of his own garden, farm, ranch, or dairy to persons within the city, shall not be deemed a peddler within the meaning of this definition.

PERSON: All domestic and foreign corporations, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, societies, and individuals transacting and carrying on any business in the city other than as an employee.

PERSONAL LOANS OR SUPPLIER OF FINANCING: Every person who either for himself or any other person engages in the business of loaning money, advancing credit, loaning credit, whether security of any kind (personal or real property) is taken for such loan or advance or not, or purchasing or discounting of any obligation of money due or to become due or any evidence of any obligation of money due, whether such obligation is secured or guaranteed or not. Nothing in this definition shall be deemed or construed to apply to any person conducting a banking business or financial corporation exempt under the laws of California, or to persons required to be licensed by the state of California under provisions of the "personal property brokers act", or to the holder of a pawnbroker's license.

QUARTER: A period of three (3) calendar months. The "quarter" as referred to in this chapter shall commence on the first days of July, October, January, and April and end on the last days of September, December, March and June. A quarter shall include any fraction thereof.

RECYCLABLE WASTE HAULER: Any person who goes from place to place, or business to business, within the city collecting and hauling recyclable waste materials such as bottles, cans, cardboard, oil, paper or paper products, or any other substance for the purpose of reclamation or other use. Nothing in this definition shall be deemed or construed to apply to any person conducting business as a junk dealer.

REMOVAL OF BUSINESS SALE: A sale held out in such a manner as to reasonably cause the public to believe that the person conducting the sale will cease and discontinue business at the place upon disposal of the stock of goods on hand and then will remove to and resume business at a new location in the city or will continue business from other existing locations in the city.

SEMIANNUAL: A period of six (6) calendar months. The semiannual period as referred to in this chapter shall commence on the first days of July and January and end on the last days of December and June. A semiannual period shall include any fraction thereof.

SOLICITOR OR CANVASSER: Any person who goes from house to house or from place to place within the city, selling or taking orders for, or offering to sell or take orders for, any goods, wares or merchandise or any article, for future delivery, or selling or taking orders for any service or services to be furnished or performed in the future at any place within the city other than a fixed place of business, or for making, manufacturing, treating or repairing of any article or thing whatsoever, for future delivery.

STREET VENDORS/PUSH CART VENDORS: Every person conducting, carrying on or managing the selling or offering for sale any food, beverages, goods, wares, merchandise of any type including, but not limited to, plants, flowers, toys, paintings, furniture, or rugs, or articles of personal property, in his/her possession, if the offer for sale occurs from a basket, box or any other type of receptacle, stand, wagon, motor vehicle, push cart, or any other type of vehicle.

15-20: REGULATIONS:

A. Card Tables:

1. **Conformance With State Law:** It is the stated purpose of this subsection to regulate card rooms, licenses and permits in the city of Porterville concurrently with the state of California, and to impose local controls and conditions upon establishments operating card rooms and card tables as permitted in the "gambling control act" as codified in division 8, chapter 5 of the California Business and Professions Code.

2. **Licenses:** Each card table shall be assigned a separate license with such license designating the number of the table and the location of the table, and the exact place of business where such card table is to be maintained. The operator shall attach to each licensed table a metal identification number, which shall be plainly visible at all times; and no license or identification number shall be transferable; provided, however, that it may be moved to a new location with the approval of the city council.

3. **Hours Of Operation:** Playing at all card tables shall absolutely cease and terminate at two o'clock (2:00) A.M. of each day; and it is hereby declared to be unlawful for any person to deal, participate in, play, carry on or bet at, against, rent, open up, carry on, conduct or have charge of or to control any card table in the city between the hours of two o'clock (2:00) A.M. and seven o'clock (7:00) A.M. of each day.

4. **Patron Security And Safety:** All licensees shall have in effect a security plan to address the safety and security of patrons in and around the card room. The plan, and any amendments thereto, must be filed with and approved by the chief of police. The licensee shall be liable for the security and safety of its patrons to the extent required by law. Any information about security measures that is provided to the city by an establishment operating a card table shall be confidential and not open to public inspection. The physical arrangements of the gambling area and parking lots of the establishment operating card tables shall meet the requirements and specifications determined necessary by the chief of police for the security and safety of citizens, patrons, and police officers. During all

hours of operation, the outside doors to the establishments wherein card tables are operated and the main doors to rooms wherein the tables are located must be unlocked and accessible to the general public. Any part and all of the establishment where a card table is operated shall be open to police inspection during all hours of operation.

5. Wagering Limits: Unless otherwise authorized by the chief of police based upon a finding of necessity because of the rules relating to a particular game, a maximum of ten (10) hands may be dealt at any one table. The maximum number of persons who may participate in play at a table may be limited by the licensee consistent with the provisions of this chapter, provided that in any event, the number of persons present in any establishment or room shall not exceed the occupant load as otherwise prescribed by law. There shall be posted in a conspicuous place on the establishment premises the minimum buy-in and wagering limits. Not later than July 1 of each calendar year, the licensee shall execute under penalty of perjury and file with the chief of police a declaration stating the following: a) the minimum buy- in, table and wagering limits and any and all charges or other fees assessed of all players at a table; and b) a set of the then current posted detailed house rules applicable to the games played. There is no wagering limit imposed by this subsection. However, all wagering limits fixed by the licensee shall be posted as required in this subsection, and shall comply with all state laws and all ordinances of the city.

6. Number Of Gambling Tables: Not more than three (3) card tables shall be located at each establishment. Not more than nine (9) tables total shall be located in the city of Porterville, and not more than three (3) establishments operating such tables shall be located in the city of Porterville.

7. Location: No license shall be issued except for a location deemed suitable by the city council.

8. Permit Required For Dealers And Employees: All card room dealers and employees shall be required to obtain a permit from the chief of police. In addition, all card room dealers and employees are required to submit to a fingerprint based criminal history background check by the department of justice. Permit applicants are responsible for all fees charged for applying for and obtaining the permit and submitting to the background check. The chief of police shall deny said permit for any of the following reasons, as set forth in California Business and Professions Code section 19850A(a):

- a. Failure of the applicant to clearly establish eligibility and qualification in accordance with California Business and Professions Code, division 8, chapter 5;
- b. Failure of the applicant to provide any information, documentation, and assurances required by said chapter of the Business and Professions Code or requested by the director of the division of gambling control, department of justice, or failure of the applicant to reveal any fact material to qualification, or the supplying of information that is untrue or misleading as to a material fact pertaining to the qualification criteria;
- c. Conviction of the applicant for any crime punishable as a felony;

- d. Conviction of the applicant for any misdemeanor involving dishonesty or moral turpitude within the ten (10) year period immediately preceding the submission of the application, unless the applicant has been granted relief pursuant to sections 1203.4, 1203.4a and 1203.45 of the California Penal Code;
- e. Association of the applicant with criminal profiteering activity or organized crime, as defined by section 186.2 of the Penal Code;
- f. Wilful and obstinate defiance by the applicant of any legislative investigatory body, or other official investigatory body of any state or of the United States, when that body is engaged in the investigation of crimes relating to gambling; official corruption related to gambling activities; or criminal profiteering activity or organized crime, as defined by section 186.2 of the Penal Code; or
- g. The applicant is less than twenty-one (21) years of age.

The department of justice's division of gambling control may object to the issuance of a work permit by the city for any cause deemed reasonable by the division.

9. Revocation And Appeal:

- a. By The Chief Of Police: The chief of police may refuse to issue or may revoke the permit of a card room dealer or employee at any time if, in his judgment, such action is necessary. A person whose application for a permit is denied or a person whose permit is revoked, if the decision to deny or revoke was made solely by the chief of police, may appeal the action of the chief of police to the city council in accordance with the procedure set forth in subsection 15-13B of this article.
- b. By The Division Of Gambling Control: If the division objects to the issuance of a work permit, the permit shall be denied. Any person whose application for a work permit has been denied because of an objection by the division may apply to the California gambling commission for an evidentiary hearing in accordance with regulations. In addition, the California gambling control commission may notify the chief of police to revoke a work permit, if the commission makes the necessary findings after a hearing, pursuant to California Business and Professions Code section 19912A.

B. Coin Operated Machines:

- 1. Contents Of Applications: At the time a license is applied for, the applicant shall give the serial number, and kind or character of such machine.
- 2. Display Of License Or Stamp: No person shall maintain any vending, weighing, entertainment or amusement machine within the city without having posted thereon in a conspicuous place a stamp or label, which shall be issued and supplied by the collector, which stamp or label shall indicate the number of the license, together with the date of expiration thereof; and in the event any duly qualified officer of the city finds any such machine being maintained in the city without such stamp or label being maintained thereon in a conspicuous place, or without such stamp or label indicating that there is a valid and unexpired license issued covering such machine, it shall be his duty to seize and

hold such machine for the payment of the license tax, which machine shall be disposed of upon the nonpayment of such tax as provided by the laws relative thereto.

3. Transfer Of License: In the event any person discontinues maintaining any vending, weighing, entertainment or amusement machine duly licensed pursuant to this chapter during a period when such license remains unexpired, the licensee may substitute another similar machine in place of the machine, the use of which is so discontinued, and may maintain such substituted machine without the payment of an additional license tax for the unexpired period of the license carried on such discontinued machine; provided, however, that such person surrender the unexpired license of such discontinued machine to the collector and obtain from the collector a new license for such unexpired period for the replacing machine.

4. Location Of Machines: No license as provided in this chapter shall be issued for the maintaining of any vending, weighing, entertainment or amusement machine upon any public street, sidewalk, alleyway or court within the city.

C. Junk Dealers And/Or Collectors:

1. Permit Required: Before any person shall engage in the city in the business of buying or selling old rope, brass, copper, tin, lead, rags, slush, empty bottles, paper, bagging, or other junk whether at a fixed place of business or as an itinerant peddler, he shall make application to the city council for a permit to engage in such business. Such application shall be referred to the chief of police, who shall make an investigation concerning the character of the applicant, and within seven (7) days shall report thereon to the city council. Upon receiving such report, the city council shall grant or deny the applicant a permit to engage in such business, and such permit shall be granted unless it shall appear from such report of the chief of police that the applicant is not a person of good moral character, or has not a good character in respect to honesty and integrity; provided, however, that no such permit shall be granted unless the city council find that such applicant, or if the applicant be a corporation, the manager thereof, has been a resident of the city for not less than ninety (90) days prior to such application.

2. Registration Of Purchases: Every person maintaining or operating a junk shop or junkyard shall keep at his place of business a substantial well bound book, and shall promptly enter therein an exact description of all personal property purchased by him or it, the date of purchase, name and residence or place of business of the person from whom purchased, and all particular or prominent marks of identification that may be found on such property. Such book shall be kept neat and clean, and all entries made therein shall be neatly and legibly written in ink. Such book shall at all times during the ordinary hours of business be open to the inspection of the chief of police, or any other city officer.

3. Required Holding Period: All junk purchased by owners or keepers of junk shops or junkyards shall be held for a period of at least nine (9) days before the same shall be sold.

4. Pawning And Pledging Prohibited: No owner or keeper of a junk shop or junkyard shall receive any personal property by way of pledge or pawn, nor shall any owner or keeper

of a junk shop or junkyard engage in the business of pawnbroking on the same premises wherein a junk shop or junkyard is located.

5. Hours Of Business: No junk peddler shall purchase or collect any junk in the city between the hours of six o'clock (6:00) P.M. and six o'clock (6:00) A.M.

6. Revocation Of Permit: The city council may revoke the junk dealer permit granted to any person upon failure of such person to conduct and carry on such business in accordance with the provisions of this subsection; and such permit may likewise be revoked, if in the conduct of such business, any law of the state, county or city be violated.

7. Places Of Business: It shall be unlawful for any owner, tenant or lessee of any premises in the city, or the owner, tenant or lessee of any trailer house, trailer, truck, automobile, motor vehicle or other vehicle to keep, place or maintain thereon, or to permit the keeping, placing or maintaining thereon, of any trailer house, trailer, truck, automobile, motor vehicle or other vehicle which is used or which is to be used for a dental or chemical laboratory or for the display or selling of merchandise therein, or to use or permit the use of any trailer house, trailer, truck, automobile, motor vehicle or other vehicle on any premises in the city for business, religious, educational, retail, commissary, shop, storage, office purposes or for other type of commercial retail purpose.

D. Bingo Games:

1. Bingo Games Allowed Only By Eligible Organizations With Proper City Permit: Bingo games within the city are illegal except those organizations exempted from the payment of the bank incorporation tax by sections 23701a, 23701b, 23701d, 23701e, 23701f, 23701g, and 23701l of the California Revenue and Taxation Code and by mobile home park associations and senior citizens' organizations; provided, that the proceeds of such games are used only for charitable purposes; and provided, that these eligible organizations have applied for and received the proper city bingo license and conformed to section 326.5 of the California Penal Code and the provisions of this chapter.

2. Application And Fee For License: Eligible organizations desiring to obtain such license to conduct bingo games in the city shall file an application, in writing, to the office of the Director of Planning and Engineering on a form provided by the city. The issuing authority shall be the Director of Planning and Engineering, after approval of the chief of police. The license shall be for a term of one year from the date of issuance. The license fee, whether for the initial license or renewal, will be fifty dollars (\$50.00) annually. If an application for a license is denied, one-half (1/2) of the license fee paid shall be refunded to the organization.

3. Contents Of Application: Said application for a bingo license shall obtain the following information:

- a. The name, address, date, place of birth, physical description and driver's license number of every officer of the charitable organization.
- b. The name, address, date, place of birth, physical description and driver's license number of not more than twenty (20) members who will be authorized to operate the licensed bingo games on behalf of the organization.

- c. The particular property within the city including the street number owned or leased by the applicant, and used by such applicant for an office or for the performance of the purposes for which the applicant is organized, on which property bingo games will be conducted together with the occupancy capacity of such place.
 - d. The proposed days of week and hours of day for conduct of bingo games.
 - e. That the applicant agrees to conduct the bingo games in strict accordance with section 326.5 of the California Penal Code and this chapter as they may be amended from time to time and agrees that the license to conduct bingo games may be revoked by the chief of police when there is a violation of this chapter or other applicable laws.
 - f. The application shall be signed by said applicant under penalty of perjury.
 - g. The annual license fee shall accompany the application.
 - h. The applicant shall also submit, with its application, a certificate or determination of exemption under section 23701d of the California Revenue and Taxation Code, or a letter of good standing from the exemption division of the franchise tax board in Sacramento, showing exemption under said section 23701d.
4. Investigation Of Applicant: Upon receipt of the completed application and the fee, the Director of Planning and Engineering shall refer the application to the appropriate departments of the city for investigation, as to whether or not all the statements in the application are true, and whether or not the property of the applicant qualifies and the extent to which it qualifies, as property in which bingo games may lawfully be conducted, as to fire, occupancy and other applicable restrictions.
5. Contents Of License: Upon being satisfied that the applicant is fully qualified under the law to conduct bingo games within the city, and the police department has investigated the application, the Director of Planning and Engineering shall issue a license to said applicant, which shall contain the following information:
- a. The name and nature of the organization to whom the license is issued.
 - b. The address where bingo games are authorized to be conducted.
 - c. The occupancy capacity of the room in which bingo games are to be conducted.
 - d. The days of the week and times during which games may be conducted.
 - e. The date of the expiration of such license.
 - f. Such other information as may be necessary or desirable for the enforcement of this subsection.
6. Consent: The application for or acceptance of a license constitutes:
- a. Consent to the entry of any public officer or peace officer to investigate the location identified in the application before the issuance of a license, as well as during any game thereafter.
 - b. Consent to the chief of police or his agents to review or audit the charitable organization's records relating to the conduct of bingo games into the special account required by California Penal Code section 326.5(j) for the purposes of verifying

compliance with the financial interest and special fund requirements of Penal Code section 326.5 and with this chapter and with all other applicable laws and regulations.

7. Violation A Misdemeanor: Any person who conducts a bingo game without the proper license as required by this chapter, or who operates a bingo game in violation of any of the requirements of this chapter, or who operates any bingo game after the suspension or revocation of a bingo license is guilty of a misdemeanor.

8. Summary Suspension Or Revocation: The chief of police may suspend or revoke a license for any violation of the provisions of this subsection or of any applicable law or regulation, or for any false misleading or fraudulent statement of a material fact in the application for the license, or in the promotion, supervision, operation, conduct or staffing of any bingo game.

9. Notice Of Suspension Or Revocation: When it appears that there is probable cause for a suspension or revocation, the chief of police shall prepare a written statement showing the cause and the specific action to be taken. This written notice shall be served on an officer or member of the organization listed on the license application.

10. Appeal Process:

a. After receiving the written notice of suspension or revocation, the affected licensee may file a written request for an appeal hearing with the city manager. The decision of the city manager will be final. The written request for an appeal hearing must be filed with the city manager's office no later than seven (7) calendar days after receiving the written notice of suspension from the chief of police.

b. This appeal hearing must be held within thirty (30) days of the request being filed with the city manager. Upon the conclusion of the appeal hearing, the city manager shall issue his or her written decision within ten (10) days.

c. Any organization whose license is finally revoked may not again apply for a license to conduct bingo games in the city for a period of one year from the date of such revocation; provided, however, if the ground for revocation is the cancellation of the exemption granted under section 23701d of the Revenue and Taxation Code, such organization may again apply for a license upon proof of reinstatement of said exemption.

11. Definition Of Bingo: As used in this chapter, "bingo" means a game of chance in which prizes are awarded on the basis of designated numbers or symbols designated on a card which conform to numbers or symbols selected at random.

12. Maximum Amount Of Prize: The total value of prizes awarded during the conduct of any bingo games shall not exceed two hundred fifty dollars (\$250.00) in cash or kind, or both, for each separate game which is held.

13. Profits To Be Kept In Separate Fund Or Account: All profits derived from a bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. The licensee shall keep full and accurate record of the income and expenses received and disbursed in connection with its operation, conduct, promotion,

supervision and any other phase of bingo games which are authorized by this chapter. The city, by and through its authorized officers, shall have the right to examine and audit such record at any reasonable time and licensee shall fully cooperate with the city by making such records available.

14. Financial Interest In Licensee Only: No individual, corporation, partnership or other legal entity except the licensee shall hold a financial interest in the conduct of such bingo game.

15. Exclusive Operation By Licensee: A bingo game shall be operated and staffed only by members of the licensee organization. Such members shall not receive a profit, wage or salary from bingo game. Only the licensee shall operate such game, or participate in the promotion, supervision or any phase of such game.

16. Bingo Games Open To Public: All bingo games shall be open to the public, not just to the members of the licensee organization.

17. Attendance Limited To Occupancy Capacity: Notwithstanding that bingo games are open to the public, attendance at any bingo game shall be limited to the occupancy capacity of the room in which such game is conducted as determined by the fire department and building department of the city in accordance with applicable laws and regulations. Licensee shall not reserve seats or space for any person.

18. Bingo Games Conducted Only On Licensee's Property: A licensee shall conduct a bingo game only on property owned or leased by it, and which property is used by such organization for an office or for performance of the purposes for which the organization is organized. The license issued under this chapter shall authorize the holder thereof to conduct bingo games only on such property, the address of which is stated in the application. In the event the described property ceases to be used as an office and as a place for performance of the purposes for which the licensee is organized, the license shall have no further force or effect. A new license may be obtained by an eligible organization, upon application under this chapter, when it again owns or leases property used by it for an office or for performance of the purposes for which the organization is organized. Nothing in this subsection should be construed to require that the property owned or leased by the organization be used or leased exclusively by such organization.

19. Bingo Cards: Only preprinted cards that bear the legend, "for sale or use only in a bingo game authorized under California law and pursuant to local ordinances" are to be used in any bingo game.

20. Minors Not To Participate: No person under the age of eighteen (18) years of age shall be allowed to participate in a bingo game.

21. Intoxicated Persons Not To Participate: No person who is obviously intoxicated shall be allowed to participate in a bingo game.

22. Hours Of Operation: No licensee shall conduct any bingo game more than ten (10) hours out of any twenty four (24) hour period. No bingo game shall be conducted before ten o'clock (10:00) A.M. nor after twelve o'clock (12:00) midnight of any day.

23. Participant Must Be Present: No person shall be allowed to participate in a bingo game unless the person is physically present at the time and place in which the bingo game is being conducted.

24. Receipt Of Profit By A Person A Misdemeanor Under State Law: It is a misdemeanor under section 326.5(b) of the Penal Code of the state of California for any person to receive a profit, wage or salary from any bingo game authorized under this chapter, a violation of which is punishable by a fine not to exceed ten thousand dollars (\$10,000.00), which fine shall be deposited in the general fund of the city.

25. City May Enjoin Violation: The city may bring an action in a court of competent jurisdiction to enjoin a violation of section 326.5 of the California Penal Code or of this subsection.

26. Severability: If any portion of this subsection is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this subsection. The city council hereby declares that it would have adopted this subsection and each portion thereof, irrespective of the fact that any one or more sections, subsections or portion be declared invalid or unconstitutional.

E. Community Civic Events:

1. City Council Findings: The city council finds and declares that it has historically closed city streets in portions of the downtown area, for the purpose of assisting certain community and regional events benefitting the city, the community at large, and nonprofit organizations operating in the city. Control over the operation of these community civic events has traditionally been turned over to the entity sponsoring the event. The city council finds and declares that there is a need to provide written guidelines and regulations on how these community civic events shall operate.

2. Purpose: The purpose of this subsection is to establish a legal framework for the operation of community civic events, to set forth minimal requirements for sponsors of these events, to meet the need for order and control during these events, and to ensure that the theme or character of the event is maintained, and that use of public property is compatible with the event.

3. Definition: "Community civic event" (hereafter referred to as "CCE") shall mean the sponsoring and conducting by a nonprofit organization of a civic, artistic, cultural, charitable, educational, veteran or benevolent activity of community interest. The council shall require reasonable proof of the nonprofit status of the sponsoring organization.

4. Participation: Participation in a CCE and use of public right of way shall be limited to those members of the sponsoring organization, in good standing with the organization, and those persons and vendors as may be approved by the sponsoring organization.

5. Permit Required: The CCE sponsor shall obtain a CCE permit from the city not less than thirty (30) nor more than one hundred eighty (180) days before the commencement date of the proposed permit activities; provided, that the council may waive these time requirements if it determines such a waiver to be in the public interest. Upon receipt of

an application, the business license clerk shall circulate the application to the following departments for comments and approval: police department, fire department, finance department, Planning and Engineering department, public works department, parks and recreation department, and risk management department. These departments may impose terms and conditions upon the CCE permit and issuance and approval of the permit is conditioned upon compliance with the required conditions. At a minimum, the permit shall include conditions for holding the city harmless, maintaining minimum limits of liability insurance in accordance with city standards, providing security and traffic control, providing adequate restroom and sanitation facilities, and paying for the cost of city services. The nonprofit sponsor of the CCE shall be exempt from a license fee. Said permit shall be valid for a maximum of four (4) consecutive days. If an event runs for four (4) consecutive days, one of those days must include a Saturday, Sunday or national holiday. No person or sponsoring organization shall fail to keep the permit, at all times, at the place where the activities are being conducted, nor fail upon demand therefor to exhibit such permit to any public officer. The permit may be revoked for noncompliance with the conditions of the permit and the provisions of this subsection. Revocation may be made by the council, city manager, chief of police, or their designees. If the grounds for revocation occur during the CCE, the council, city manager, chief of police or their designee shall first advise the CCE sponsor of the grounds for revocation and provide an opportunity to correct the same. The permit may also be revoked during the CCE if fire or another emergency requires the CCE to be terminated to protect the public safety. When the permit is revoked for this reason, all CCE participants must immediately comply with instructions from any city police officer or fire department personnel.

6. Application: The application for the CCE permit shall contain:

- a. The name of the applicant, the sponsoring organization, the CCE chairperson, and the addresses and telephone numbers of each.
- b. The location and outside perimeter of the CCE area, indicated upon a map of the area.
- c. The date and times at which the CCE activities are to take place.
- d. A description of the CCE activities which will be conducted.

A preliminary list of persons who will be engaging in the CCE, and a preliminary list of persons engaging in temporary selling activities at any time during the dates and times for which a temporary selling permit has been granted shall be furnished to the city no later than one week before the CCE is to take place. An amended list of all participants is required to be submitted in conjunction with the payment of business license fees per subsection E16 of this section.

The council shall cause such application to be investigated and shall grant the permit if it determines that the proposed CCE activities will not disrupt to an unreasonable extent the movement of vehicular or pedestrian traffic or create a hazard to the public; that the proposed CCE activities are not of a size or nature that requires the diversion of so great a number of police personnel to regulate such CCE activities that it prevents reasonable police protection for the city; that the concentration of persons, equipment and materials is not so great in the CCE areas that it would prevent proper fire, police and ambulance protection; and that the CCE permit

applicant agrees to be responsible for cleanup necessitated by the proposed activities. The council may, in its discretion, require a cleanup deposit to guarantee that cleanup takes place. The council shall condition the granting of permits upon compliance with the provisions of this subsection and also with such other conditions as the council may deem necessary to impose for the proper protection of persons and property.

7. Responsible Party: The sponsoring organization shall be responsible for the CCE and for all necessary planning, physical facilities, equipment, fire lanes, and removal, cleanup, and staffing. The sponsoring organization shall be responsible for any necessary permits and code requirements for the conduct of such CCE as may be required by county and state agencies and coordination with appropriate city departments, such as police and fire. All necessary certificates and approvals by any health or other governmental organization shall be in possession of the person representing the sponsoring entity in such CCE.

8. Management: Subject to the minimum requirements imposed by this subsection, the CCE sponsor shall:

- a. Promulgate rules and regulations for the CCE, including rules and regulations to maintain the theme or character of the CCE. A copy of the rules and regulations shall be submitted to the business license clerk prior to the CCE.
- b. Have control over the terms and conditions under which persons chosen to provide vending services will operate at a CCE including, but not limited to, products sold, hours of sale, fees, vendor locations and issuance of seller permits.
- c. Take any other actions which are necessary for the efficient management and operation of the CCE.

9. Minimum Requirements: The CCE sponsor shall abide by the following minimum requirements. These minimum requirements shall be deemed a part of the permit conditions and may be supplemented by resolution of the city council.

- a. Maintain openings between vendor booths or sizes, and at locations and distances, required by the city. The required openings shall be identified on the CCE sponsor's street plan.
- b. Not use any permanent or semipermanent paint or other markers to delineate or mark the location or other direction on any public street, sidewalk, alley or parking lot.
- c. Not discriminate in the selection of any vendor on the basis of race, color, religion, sex, national origin, or familial status, or violate any law with respect to the selection of any vendor.
- d. Require that all vendors obtain and display all appropriate permits, licenses, and certificates, and comply with all applicable federal, state and local laws, ordinances, and regulations.
- e. Require that all vendors maintain their spaces in a clean and sanitary condition, including the removal of containers, waste and trimmings before leaving the area.

f. Require that vendors take sufficient measures to keep the city storm drain system free from contamination, and require that food vendors take special precaution to keep grease and other waste products off all public streets, sidewalks, alleys and parking lots.

g. Provide on site personnel who can be contacted by appropriate city officials for immediate corrective action either for noncompliance with this subsection or the permit conditions, for emergencies, or for actions deemed necessary by the city official. Such personnel shall be equipped with appropriate means of communication to be made known to the city by the CCE sponsor prior to the CCE.

h. Distribute the rules and regulations to each person participating in the CCE.

10. Cost Of CCE: The CCE sponsor will be responsible for the costs associated with the CCE, including, but not limited to, the cost of city services related to the CCE, and the cost of repair of any damage caused to any public property and rights of way, including landscaping. The CCE sponsor may apply to the city council for cooperation in presenting a CCE and request financial assistance for some or all of the costs of city services related to the CCE.

11. Permit To Sell: No person shall sell or offer to sell any item at the CCE except under the authority of a valid permit approved by the CCE sponsor. The CCE sponsor shall designate a person or persons responsible for issuing permits to sell. A seller's permit shall not be required for existing businesses selling merchandise from their stores. Whenever the CCE sponsor in good faith believes that a vendor has violated the conditions of the seller's permit, the CCE sponsor may immediately suspend the seller's permit. Vendors shall have an opportunity to appeal the denial or suspension of a seller's permit as set forth in subsection E20 of this section. Permits to sell shall give a seller (including vendors, peddlers and other sellers) the privilege of selling at the CCE only if the following conditions are met:

a. The seller properly files an application for a permit to sell at the CCE with the CCE sponsor.

b. The seller complies with all federal, state and local laws and regulations relating to the CCE, including the rules and regulations of the CCE sponsor.

c. The seller obtains all required permits, licenses and certificates.

d. The seller pays all required fees to the appropriate authorities, including any fees due the sponsor.

e. The seller grants permission to the CCE sponsor, or an authorized representative, to enter the seller's premises for the reasonable inspection of land, facilities, and records, in order to determine whether the seller is in compliance with the permit conditions, the rules and regulations of the CCE sponsor, and the terms of this subsection.

12. Peddlers And Itinerant Vendors: All peddler and itinerant vendor permits and licenses issued by the city shall be deemed suspended for the duration of any CCE. All permit and license holders shall be notified of this provision. No person holding a peddler or itinerant

vendor permit or license shall sell merchandise within the designated CCE area for the duration of any declared CCE unless the holder of the peddler or itinerant vendor permit or license has a written agreement with the CCE sponsor to participate in the CCE, or otherwise has a seller's permit from the CCE sponsor. The CCE sponsor shall allow peddler and itinerant vendor permit and license holders with suspended city permits and licenses under this subsection the same opportunity to participate in a declared CCE as the CCE sponsor offers to other vendors.

13. Sidewalks: The city shall not approve vendor or sidewalk sales or other activities within the closure area for a CCE. The sponsoring entity may allow such sales or events, however selling activity during a parade must take place in conformity with subsection G of this section.

14. Parades: Any person or organization desiring to have a parade as a CCE or in connection with a CCE, and all vendors, peddlers, solicitors, or merchants not located inside a commercial location, shall comply with subsection G of this section in addition to the provisions of this subsection.

15. Interference: It shall be unlawful for any person to interfere with, disrupt or impede a permitted CCE. It shall also be unlawful for a person to put up any booth, table, chair, stool, structure, vehicle or piece of equipment in any public area located within a designated CCE area for which a CCE sponsor has been issued a permit without consent of the CCE sponsor. This subsection E15 shall not apply to persons acting under the direction or control of the city.

16. Business License Fees: Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16. The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the Department of Planning and Engineering, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

17. Charges And Exhibit Fees: The sponsoring entity may impose a reasonable charge or exhibit fee on each participating seller or exhibitor and shall be responsible for enforcing all requirements of this subsection and regulations imposed by the sponsoring entity. Any net profit received by the sponsoring organization shall be utilized for the civic, artistic, cultural, charitable, educational, veteran or benevolent activities of the organization within the city of Porterville.

18. Insurance: The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit.

19. Violations: Any person who violates the provisions of this subsection E shall be deemed guilty of either a misdemeanor or an infraction, in accordance with section 15-21 of this article. In addition, civil penalties of one hundred dollars (\$100.00) for a first violation and up to one thousand dollars (\$1,000.00) for subsequent violations may be imposed. Every day that any such violation continues shall constitute a separate offense. In addition, the CCE sponsor is authorized to take civil action to enforce the requirements of this subsection, and the rules and regulations established by the CCE sponsor. The remedies provided herein shall not be exclusive, and the violation of any provision of this subsection E shall be subject to other remedies as may be provided by law.

20. Appeal Of The Denial Or Suspension Of A Seller Permit: After the denial or suspension of a seller's permit, the CCE sponsor shall allow the vendor an opportunity for an appeal hearing before the CCE sponsor's governing board, or if no governing board, the person with the highest decision making authority, to determine if the permit shall be issued, further suspended, reinstated, or revoked for repeated violations. The hearing shall be held within a reasonable time, depending on the date and duration of the CCE, no later than thirty-five (35) days. The CCE sponsor shall establish procedures for the conduct of the hearing. 21. Other Rules And Regulations; Applicability: The CCE sponsor shall comply with all other applicable city ordinances, resolutions, policies, rules and regulations.

22. Compatibility With State And Federal Laws And Constitutions: It is the intention of the city council and the people of the city of Porterville that these subsections shall be interpreted in a manner compatible with the state of California constitution and the United States constitution and the laws of the state of California and the United States.

23. Severability: If any paragraph, sentence, clause or phrase of this subsection are for any reason held to be unconstitutional or invalid, that holding shall not affect the validity of the remaining portions of this chapter. The city council hereby declares that it would have passed these subsections, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases might be declared unconstitutional or invalid.

F. Fortune Telling:

1. Purposes And Findings:

- a. The practice of "fortune telling", as defined in this subsection, has historically been subject to abuse by certain unscrupulous practitioners using the practice to commit fraud and larceny upon clients.

b. It is the purpose of this subsection to regulate the practice of fortune telling in such a manner as to reduce the risk of fraud and larceny to clients while allowing fortune tellers to provide their services to clients with only minimal restrictions.

c. The provisions of this subsection requiring a permit, posting of fees, providing receipts and allowing client recordation of the consultation, will make it more difficult for an unscrupulous fortune teller to commit fraud or larceny, and yet, as informational regulations, will not affect the nature of the information conveyed by the fortune teller nor the manner in which it is conveyed. These regulations require only minimal expense and effort on the part of the fortune teller and will not, therefore, impose any undue burden on their practices.

d. "Fortune telling" for entertainment purposes, as defined in this subsection, does not create the same risk of fraud and larceny by an unscrupulous practitioner as would the practice with an individual client because it is done with a group at a public place for the purpose of entertaining and not to deal with the private concerns of an individual.

e. For these and other reasons, the provisions of this subsection are necessary to protect the health, safety and welfare of the community.

2. Permit Required: No person shall conduct, engage in, carry on, participate in, or practice fortune telling or cause the same to be done for pay without having first obtained a permit therefor.

3. Definitions: As used in this subsection:

FOR PAY: For a fee, reward, donation, loan or receipt of anything of value.

FORTUNE TELLING: Shall mean and include telling of fortunes, forecasting of future events or furnishing of any information not otherwise obtainable by the ordinary process of knowledge, by means of any occult or psychic power, faculty or force, including, but not limited to, clairvoyance, clairaudience, cartomancy, phrenology, spirits, tea leaves or other such reading, mediumship, seership, prophecy, augury, astrology, palmistry, divination, soothsaying, mantic, necromancy, mind reading, telepathy, or other craft, art, cards, talisman, charm, potion, magnetism, magnetized article or substance, crystal gazing, or magic, of any kind or nature.

4. Permit Application: Every natural person who, for pay, conducts, engages in, carries on, or practices fortune telling shall file a separate verified application or a permit with the Director of Planning and Engineering, or designee. The application shall contain:

a. The name, home and business address, and home and business telephone number of the applicant.

b. The record of conviction for violations of the law, excluding minor traffic violations.

c. The fingerprints of the applicant on a form provided by the police department.

d. The address, city and state, and the approximate dates where and when the applicant practiced a similar business, either alone or in conjunction with others.

e. A nonrefundable application fee in an amount of one hundred dollars (\$100.00) to cover cost incurred by the city in staff time, and other expenses involved in investigation and processing of permit.

5. Investigation: Upon the filing of the application, it shall be referred to the police department for investigation, report and recommendation. The investigation shall be conducted to verify the facts contained in the application and any supporting data. The investigation shall be completed and a report and recommendation made in writing to the Director of Planning and Engineering, or designee, within twenty-one (21) days after the filing of the application, unless the applicant requests or consents to an extension of the time period. If the report recommends denial of the permit to the applicant, the grounds for the recommended denial shall be set forth therein.

6. Hearing And Decision By Director of Planning and Engineering: The Director of Planning and Engineering, or designee, shall consider the application and the police department report and recommendation at a hearing held not less than seven (7) nor more than fourteen (14) days following receipt of the police department report described in subsection F5 of this section. Notice of the time and place of the hearing and a copy of the police department report shall be given to the applicant personally or by certified mail by the business license officer at least five (5) days prior to the hearing. Any interested parties shall be heard at the hearing. City shall have the burden of proof to show the permit should be denied. The decision of the business license officer to approve, deny or conditionally approve the permit shall be in writing, and if adverse to the applicant, shall contain findings of fact and a determination of the issues presented. Unless the applicant agrees in writing to an extension of time, the Director of Planning and Engineering, or designee, shall make his or her decision approving, denying, or conditionally approving the permit within twenty-four (24) hours after completion of the hearing on the application for a permit and shall notify the applicant of his or her action by personal service or certified mail.

7. Approval Of Permit: The Director of Planning and Engineering, or designee, shall approve or conditionally approve the permit if he or she makes all of the following findings:

- a. All the information contained in the application and supporting data is true;
- b. The applicant has not, within one year from the date of the application, been convicted of any violation of this subsection or crimes involving prediction of future events by the occult arts, larceny, perjury, bribery, extortion, fraud, or crimes involving moral turpitude;
- c. The applicant has paid the required business license fee; and
- d. The applicant agrees to abide by and comply with all conditions of the permit and applicable laws.

8. Term Of Permit: The term of the permit and the term of the business license shall be for one year from the date of issuance. A renewal application shall be filed no later than thirty (30) days prior to the expiration of the permit and shall be processed in the same manner as a new application.

9. Posting Of Fees:

a. Each person required to obtain a permit pursuant to this subsection shall post on his or her business premises a sign containing the following information:

- (1) The true name of the fortune telling practitioner;
- (2) Each service provided by the fortune telling practitioner;
- (3) The fees charged for each service provided by the fortune telling practitioner;
- (4) The statement, "By law, this business is prohibited from charging or soliciting any fee, payment or remuneration beyond these established rates".

b. The sign required by this subsection F9 shall be prominently posted in the interior of the business premises at a point near the entry and shall be conspicuously visible to every person seeking the services of the fortune teller. The sign lettering shall be of uniform size with each letter at least one-half inch (1/2") in height.

c. If the fortune telling service is provided at a location other than the fortune teller's permanent place of business, the fortune teller shall provide the information required by this subsection on eight and one-half by eleven-inch (8 1/2 x 11") paper and legibly printed or typewritten. The paper shall also include the name and permanent address of the person providing the fortune telling services. A true, correct and complete copy of such paper shall be given to each client prior to providing any fortune telling services.

d. No person shall charge any fee, payment, remuneration, or item of value for fortune telling services in excess of the fees set forth on the sign or paper required by this subsection F9.

10. Receipts: Prior to the acceptance of any money or item of value from a client, other than the acceptance of a gratuitous tip given voluntarily by the client, which is in addition to the fee, the fortune teller shall issue a written receipt to the client, clearly showing:

- a. Date;
- b. Name of client;
- c. Amount of money received or specific description of item of value received; and
- d. Purpose for which the money or item of value was received.

11. Client's Record Of Consultation: No person engaging in fortune telling services shall prohibit a client from making an audio recording or taking written notes of the information conveyed by the fortune teller.

12. Exception Entertainment: The provisions of this subsection shall not apply to any person engaged solely in the business of entertaining the public by demonstrations of fortune telling at public places and in the presence of and within the hearing of all other persons in attendance, and at which no questions are answered as part of such entertainment except in a manner to permit all persons present at such public place to hear such answers.

13. Exception; Religious Practice: The provisions of this subsection shall not be applicable to any person conducting or participating in any religious ceremony or service when such

person holds a certificate of ordination as a minister, missionary, medium, healer, clairvoyant, or similar position (hereinafter collectively referred to as "minister") from any bona fide church or religious association having a creed or set of religious principles that is recognized by all churches of like faith which provides for fortune telling; provided, that:

- a. Except as provided in subsection F13c of this section, the minister's fees, gratuities, emoluments, and profits shall be regularly accounted for and paid solely to or for the benefit of the bona fide church or religious association, as defined in this subsection.
- b. The minister holding a certificate of ordination from such bona fide church or religious association, as defined in this subsection, shall file with the Director of Planning and Engineering, or designee, a certified copy of the minister's certificate of ordination and the minister's name, age, street address, and telephone number in this city where the activity set forth in this subsection is to be conducted.
- c. Such bona fide church or religious association, as defined in this subsection, may pay to its ministers a salary or compensation based upon a percentage basis, pursuant to an agreement between the church or religious association and the minister which is embodied in a resolution and transcribed in the minutes of such church or religious association.

G. Parades:

1. Application And Approval: Parades will only be allowed in conjunction with a community civic event referenced in subsection E of this section.
2. Selling Activity During A Parade: In order to maintain public safety and promote the good order of a parade, no vendor, peddler, solicitor, or merchant shall be permitted in the parade route once the parade begins. No vendor, peddler, solicitor, or merchant shall be permitted to conduct business on sidewalks or walkways or other areas that may impede pedestrian traffic. Any vendor, peddler, solicitor, or merchant not located inside a commercial location shall be limited to side streets once the parade begins. No vendor, peddler, solicitor, or merchant shall impede the view of any spectator during the event. All vendors, peddlers, solicitors, and merchants shall be prohibited from selling products at or near the event that are deemed to be a nuisance or contrary to the good order of the parade. These items include, but are not limited to:
 - a. Silly string;
 - b. Snap caps;
 - c. Party poppers;
 - d. Any projectile and/or launcher.
3. Movement Of Public Safety Equipment: The conduct of such parade shall not interfere with the movement of firefighting or police equipment.

15-24: OTHER THAN GROSS RECEIPTS:

A. Every person who engages in a business within the city as specified below shall pay a license tax of the amount and frequency indicated:

1. Advertising solicitor, the sum of twenty-five dollars (\$25.00) semiannually for each person so employed.
2. "Amusements, amusement rides", as defined in section 15-1 of this chapter, wherein they are held in conjunction with and on premises owned or leased by commercial houses for commercial purposes, the sum of twenty-five dollars (\$25.00) per period not to exceed four (4) days per calendar month; wherein amusement rides are not conducted as a promotion for a commercial house, the sum of twenty-five dollars (\$25.00) per day per unit or one hundred dollars (\$100.00) per year per unit.
3. "Arcade", as defined in section 15-1 of this chapter, of five (5) or more amusement machines, games of chance or skill, at one location, shall pay five dollars (\$5.00) per machine semiannually.
4. Auctioneers shall be licensed under the gross receipts section 15-23, classification A, of this article except that those auctioneers who are duly licensed by the state of California and whose permanent place of business is not within the city limits shall pay no license tax.
5. Auctions sales. Reserved.
6. Barbershops shall be licensed under the gross receipts section 15-23, classification B, of this article.
7. Boxing and wrestling matches. Every person conducting, carrying on or managing boxing or wrestling matches in the city shall pay the following license: Fifty dollars (\$50.00) per day or one hundred fifty dollars (\$150.00) semiannually.
8. Bus lines, who transport passengers from or to a terminus within the city, shall be licensed under the gross receipts section 15-23, classification B, of this article, except that common carriers shall be exempt.
9. Card rooms, the sum of one hundred fifty dollars (\$150.00) per calendar quarter per table, except that tables where the players or participants at said table play solely for merchandise or so called "garbage" games, the sum of twenty-five dollars (\$25.00) per calendar quarter per table.
10. Carnival, including each separate show, game, amusement, exhibition, vaudeville or dramatic performance, game of chance or skill, food and drink stands, the sum of four hundred dollars (\$400.00) per day. "Amusements, amusement rides" as defined in section 15-1 of this chapter shall be licensed as provided in subsection A12 of this section.
11. Circuses. For the purpose of this section, a "circus" is defined to be an exhibition or entertainment at which feats of horsemanship, acrobatic feats, and trained or wild animals are exhibited or displayed, to which exhibition or entertainment an admission fee is charged. For any person conducting, carrying on or managing a circus, or other similar exhibition, side show, or other show or concert to a circus, the sum of two hundred dollars (\$200.00) per day.

12. Coin operated machines. For each machine operated by depositing therein coin(s) or operated by other consideration of value, the sum of five dollars (\$5.00) per machine semiannually. Machines owned and operated by a person in conjunction with his established business shall be licensed under the gross receipts of the established business. Newspaper vending machines, money changing machines and coin operated laundries are exempt from this subsection A12.

13. Contractors, and every person who is required to have a state contractor's license and who is conducting, carrying on or managing the business of a contractor, shall be required to have a city contractor's business license. Contractor's license fee shall be paid semiannually under the gross receipts section 15-23, classification B, of this article.

14. Demonstrators and hawkers. For every person who advertises or calls attention to the business, profession, trade or calling of any person by giving demonstration on foot, or from any wagon, automobile or vehicle, or from any stand, box or platform, on any street, alley, sidewalk or place, or in any doorway of any room or building, unenclosed or vacant lot, the sum of one hundred dollars (\$100.00) per month, or fraction thereof; provided, that nothing in this subsection A14 shall be deemed to authorize licensing of any act now prohibited by law or ordinance. The provisions of this subsection A14 shall not apply to newsboys selling newspapers.

15. Detective agency or private detective, the sum of fifty dollars (\$50.00) semiannually.

16. Flea market or swap meet operator, the sum of twenty-five dollars (\$25.00) semiannually, plus one dollar (\$1.00) per day per single space or area of contiguous spaces rented by the vendor, except that if a vendor possesses and exhibits a current and valid business license issued by the city then the operator need not remit the one dollar (\$1.00) per day for any such vendor. Said fee shall be collected by the operator from the vendor and remitted to the city on a weekly basis, along with a complete list of the name and address of all vendors who were exempt from paying the tax pursuant to this subsection A16. Said remittance shall be accompanied by consecutively numbered receipts written in triplicate, containing the name and address of the vendor, the make and license number of a vehicle owned by the vendor, and the vendor's California seller's permit number. Said receipt shall be furnished by the city. One copy of the receipt shall be furnished to the vendor, one copy filed with the Department of Planning and Engineering on a weekly basis, and one copy to be retained by the swap meet operator for a period of three (3) years for audit purposes.

16.1. Fortune teller. The business license fee for "fortune telling" for pay, as defined in subsection 15-20F of this chapter, shall be fifty dollars (\$50.00) per year.

17. Handyman shall be licensed under the gross receipts section 15-23, classification B, of this article.

18. Hotels, motels, auto courts, etc., shall be licensed under the gross receipts section 15-23, classification B, of this article.

19. Insurance broker shall be licensed under the gross receipts section 15-23, classification B, of this article.

20. Itinerant vendor, itinerant merchant, the sum of fifteen dollars (\$15.00) per day per person for each person so employed, with a minimum fee of twenty-five dollars (\$25.00).
21. Junk dealer and/or collector shall be licensed under the gross receipts section 15-23, classification B, of this article.
22. Maintenance service: building, janitorial, yard, etc., shall be licensed under the gross receipts section 15-23, classification B, of this article.
23. Newspapers, daily, with offices within the city, the sum of one hundred dollars (\$100.00) semiannually.
24. Newspapers, other than daily, with offices within the city, shall be licensed under the gross receipts section 15-23, classification B, of this article.
25. Newspaper agents and/or distributors, the sum of twenty-five dollars (\$25.00) semiannually.
26. Paid promoters, the sum of one hundred dollars (\$100.00) semiannually.
27. Pawnbrokers. For any person conducting, carrying on or managing a pawnshop or acting as pawnbrokers, the sum of one hundred dollars (\$100.00) semiannually.
28. Peddler, the sum of ten dollars (\$10.00) per day per person so employed, with a minimum fee of twenty-five dollars (\$25.00).
29. Photographer, itinerant, the sum of one hundred dollars (\$100.00) semiannually for each person so employed.
30. Private police, private patrol service shall be licensed under the gross receipts section 15-23, classification B, of this article.
31. Real estate broker, who maintains an office or place of business within the city and who engages in the activities of acting as a real estate broker in the sale or lease of any property within the city, the license fee shall be under the gross receipts section 15-23, classification A, of this article. Said gross receipts shall include gross commissions of the broker and gross commissions of all salespersons acting as agents of the broker.
32. Real estate broker, out of city, who does not maintain an office or place of business within the city but who engages in the activities of acting as a real estate broker in the sale or lease of any property within the city, the license fee shall be under the gross receipts section 15-23, classification A, of this article. Said gross receipts shall include gross commissions of the broker and gross commissions of all salespersons acting as agents of the broker.
33. Reserved.
34. Shoeshine parlors or persons engaged in the business of shining shoes, the sum of twenty-five dollars (\$25.00) for the initial application fee inclusive of license fee for first semiannual license period. Thereafter the renewal license fee shall be the sum of seven dollars fifty cents (\$7.50) semiannually.
35. Solicitor, the sum of twenty-five dollars (\$25.00) per day per person so employed.

36. Solicitor, by means of telephone, the sum of twenty-five dollars (\$25.00) semiannually per person so employed.

37. Stamp redemption shall be licensed under the gross receipts section 15-23, classification B, of this article.

38. Stockbroker shall be licensed under the gross receipts section 15-23, classification A, of this article.

39. Stock salesman, shall be licensed under the gross receipts section 15-23, classification A, of this article.

39.1. Street vendors/peddlers, the sum of twenty-five dollars (\$25.00) semiannually for each vehicle, cart, or any other type of conveyance.

40. Taxicabs or vehicles for hire, the sum of twenty-five dollars (\$25.00) semiannually for each vehicle.

41. Trade school. Every person engaged in conducting or operating a trade school shall be licensed under the gross receipts section 15-23, classification B, of this article.

42. Transient trailer and recreation vehicle parks shall be licensed under the gross receipts section 15-23, classification B, of this article.

43. Trucking or delivering, with offices within the city, but not subject to public utilities commission regulations, shall be licensed under the gross receipts section 15-23, classification D, of this article.

44. Trucking or delivering, with offices outside the city, but not subject to the public utilities commission regulations, shall pay the sum of twenty-five dollars (\$25.00) semiannually for each vehicle with one ton or less load capacity, and the sum of thirty-five dollars (\$35.00) semiannually for each vehicle with load capacity of over one ton.

B. Any business not designated under this section or in any other section of this chapter or in any other ordinance or code of the city of Porterville shall be licensed under section 15-23 of this article.

All licenses shall be paid in advance, in the legal currency of the United States, at the office of the city.

No greater or less amount of money shall be charged or received for any license than is provided in this chapter, and no license shall be sold or issued for any period of time other than is provided in this chapter.

15-25.2: SURRENDER OF BUSINESS LICENSE:

A. Upon being issued a permit pursuant to this article for a going out of business sale or removal of business sale, the permittee shall surrender concurrently to the Director of Planning and Engineering each business license the permittee may hold at that time applicable to the business location covered by the application for a permit under this article, if the sale is advertised or conducted in a manner calculated to convey to the public the

belief that the business will cease to be conducted at that location upon the disposal of the goods to be placed on sale.

B. It shall be unlawful for any person to whom a closeout sale permit is issued to engage in a business of similar nature at the same location for a period of one year following the closing date of the sale.

15-72: APPLICATION FOR PERMIT:

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

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

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

1. The full name, mailing address, principal business and telephone number of the charitable organization or institution, the names and addresses of the organization's or institution's principal officers and executives, and the address of the national, state and local headquarters, if any.
2. The name and address of the sponsor, with a statement by the sponsor that he/she is the owner or lessee of the property where the car wash is to be held or is an employee or agent of the owner or lessee who has been delegated control of the premises by the owner or lessee, and that the sponsor assumes all liability regarding the car wash.
3. The full name and address of the person or persons who will be in charge of conducting the car wash. The names and addresses of each individual who will actually be engaged in the car wash shall be on file at the agency/organization conducting the car wash and shall be made available to the city police department upon request at any time.
4. The time when such car wash will be held, including preferred date and hours of the day for commencement and termination of the car wash.
5. A statement to the effect that if a permit is granted, it will not be used or represented in any way as an endorsement of the charitable organization by the city or any department or officer thereof.
6. Proof evidencing that the permit holder is a bona fide charitable organization.
7. The number of car washes that have been held by the charitable organization in that particular calendar year, and the number of car washes that have been held at that particular location in that particular calendar year.
8. Such supplemental information requested by the Department of Planning and Engineering as the Department of Planning and Engineering may require. The Department of Planning and Engineering may require that such information be updated during the

time the permit is in force if changes occur subsequent to filing of the application in the planned dates and locations for the charitable car wash.

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

E. The application documents shall be available for public inspection.

15-73: ISSUANCE AND FORM OF PERMIT:

A. The Department of Planning and Engineering shall issue the permit, unless it finds that:

1. Any statement made in the application is factually incorrect, and the applicant fails to correct the application after being requested to do so.
2. The applicant has not provided the information required by this article and fails to provide the missing information after being requested to do so.
3. The application indicates that the proposed car wash will violate any of the requirements of this article and the applicant fails to amend the application to indicate compliance with said section after being requested to do so.
4. The number of charitable car washes by the charitable organization applying for said permit exceeds four (4) in a calendar year, or the number of charitable car washes held at a particular location exceeds four (4) per calendar year. The location requirement shall not pertain to licensed commercial car washes.
5. The applicant has violated any of the provisions of this article within one year of the date the application is submitted, resulting in the imposition of a fine or the revocation of a prior permit.

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

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

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

1. The name and address of the permit holder;
2. The date for which the permit is valid;
3. A statement that the permit does not constitute an endorsement by the city, or any of its departments, officers or employees, of the purpose of the car wash;
4. A permit number; and

5. The signature of the Director of Planning and Engineering or his/her designee.

15-85: DEFINITIONS:

The following definitions are applicable to the terms when used in chapter 15, 18, or 21 of this Code, concerning regulations pertaining to cannabis uses, activities and operations.

APPLICANT: Means a person who is required to file an application for a permit under this article.

BUSINESS OWNER: Means the owner(s) of the cannabis business. For publicly traded companies, owner means the chief executive officer or any person or entity with an aggregate ownership interest of five percent (5%) or more. For all other businesses, other than publicly traded companies, an owner is an individual that has an aggregate ownership of interest other than a lien or encumbrance, of twenty percent (20%) or more in the commercial cannabis business.

CANNABIS: Means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, or any other strain or varietal of the genus *Cannabis* that may exist or hereafter be discovered or developed that has psychoactive or medicinal properties; whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purposes of this Code, "cannabis" does not mean "industrial hemp" as defined by section 11018.5 of the Health and Safety Code.

CANNABIS ACCESSORIES: Means any equipment, products, or materials of any kind which is intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing cannabis, or for ingesting, inhaling, or otherwise introducing cannabis or cannabis products into the human body. "Cannabis accessories" also has the same meaning as in section 11018.2 of the Health and Safety Code.

CANNABIS BUSINESS OR CANNABIS INDUSTRY: Means any business activity in the City relating to cannabis, including but not limited to cultivation (including nurseries), transportation, distribution, manufacture, compounding, conversion, processing, preparation, testing, storage, packaging, delivery and sales (wholesale and/or retail sales) of cannabis or cannabis products, whether or not carried on for gain or profit. A cannabis business does not include any business whose only relationship to cannabis or cannabis products is the production or sale of cannabis accessories.

CANNABIS DISPENSARY OR DISPENSARY: Means a facility where cannabis or cannabis products, are offered, either individually or in combination, for retail sale, including an establishment that engages in delivery of cannabis or cannabis products as part of a retail sale. In addition, and without limiting the foregoing, "dispensary" includes "dispensary" as defined in California Business and Professions Code division 10 and any successor statute(s), as may be adopted or

amended from time to time. For the purposes of obtaining a City permit and operating within the City, "cannabis dispensary" or "dispensary" is limited to storefront cannabis retailers.

CANNABIS PRODUCT: Means any product containing cannabis, including, but not limited to, flowers, buds, oils, tinctures, concentrates, extractions, edibles and those products described in section 11018.1 of the Health and Safety Code.

CITY: Means the City of Porterville, either the entity or its territorial limits, as the context requires.

CITY COUNCIL OR COUNCIL: Means the City Council of the City of Porterville.

COLLECTOR: Means the City's Director of Planning and Engineering or his or her designee.

COMMERCIAL CANNABIS BUSINESS, COMMERCIAL CANNABIS ACTIVITY, OR CANNABIS BUSINESS OR CANNABIS OPERATION: Means any commercial marijuana activity allowed under State law and the implementing regulations, as State law and the implementing regulations may be amended from time to time, and all uses permitted under any subsequently enacted State law pertaining to the same or similar uses for recreational cannabis, including the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis product for medical, non-medical, or any other purpose and includes the activities of any business licensed by the State or other government entity under division 10 of the California Business and Professions Code, or any provision of State law regulating the licensing of cannabis businesses. It also includes cannabis dispensaries, cooperatives or collectives.

COMMERCIAL CANNABIS REGULATORY PERMIT OR REGULATORY PERMIT: Means the permit required under this article to have a cannabis business.

CONCENTRATED CANNABIS: Means manufactured cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency. Resin from granular trichomes from a cannabis plant is a concentrate.

DELIVERY: Means the commercial transfer of cannabis or cannabis products to a customer.

"Delivery" also includes the use by a retailer of any technology platform owned and controlled by the retailer, or independently licensed under this article that enables customers to arrange for or facilitate the commercial transfer by a licensed retailer of marijuana or marijuana products.

DELIVERY EMPLOYEE: Means an individual employed by a licensed dispensary who delivers cannabis goods from the licensed dispensary premises to a physical address.

DEVELOPMENT AGREEMENT: Means an agreement entered into between the City and the business owner and any other responsible parties as required by the City, in accordance with chapter 21, series 600, article 609 of this Code.

DISTRIBUTION: Means the procurement, sale, and transport of cannabis or cannabis products between licensees.

DISTRIBUTOR: Means a person engaged in procuring cannabis from a cultivator, and/or procuring cannabis products from a manufacturer, for sale to a licensed commercial cannabis business. In addition, and without limiting the foregoing, "distributor" includes "distributor" as defined in California Business and Professions Code division 10 and any successor statute, as may be adopted or amended from time to time.

EMPLOYEE: Means each and every person engaged in the operation or conduct of any cannabis business, whether as owner, member of the owner's family, partner, associate, agent, manager or solicitor, and each and every other person employed or working in such cannabis business for a wage, salary, commission, barter or any other form of compensation.

GROSS RECEIPTS: Means the amount a cannabis operation received from all sources during its accounting period, without subtracting any costs or expenses.

MAUCRSA: Means the Medicinal and Adult-Use Cannabis Regulation and Safety Act as codified in division 10 of the California Business and Professions Code, as the same may be amended from time to time.

MANUFACTURE: Means to compound, blend, extract, infuse or otherwise make or prepare a cannabis product.

MEDICAL CANNABIS DISPENSARY: Means a storefront cannabis dispensary with a valid M-type 10 retailer license in accordance with MAUCRSA.

OPERATOR: Means the business owner and any other person designated by the business owner as responsible for the day to day cannabis business operation.

PREMISES: Means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee.

PROCESSING: Means any method used to prepare cannabis or its byproducts for personal use or commercial retail and/or wholesale, including but not limited to: drying, cleaning, curing, packaging, and extraction of active ingredients to create cannabis related products and concentrates.

RESPONSIBLE PARTY: Shall mean the business owner, operator, manager(s), and any employee having significant control over the cannabis businesses operations.

STATE: Means the State of California.

STATE LAW: Means all regulations and laws pertaining to cannabis business in the State of California.

STATE LICENSE: Means a State license issued pursuant to California Business and Professions Code section 26000, et seq., or other applicable State law.

TRANSPORT OR TRANSPORTATION: Means the transfer of cannabis or cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity authorized pursuant to this article.

15-88: REGULATORY PERMIT REQUIRED:

A. Application For Permit: At the time authorized by the City, applications for regulatory permits shall be filed by the proposed business owner(s) with the City and include the information set forth herein. The City may request such additional information as they deem

necessary to determine who the applicant is, and may adopt additional requirements as authorized in subsection 15-87B of this article.

The applicant shall certify under penalty of perjury that all the information contained in the application is true and correct. The application shall contain the following items for the business owner, operator and all responsible parties known at the time (if different than the business owner), and any other party designated below, to the extent the same shall apply:

1. The full name, present address, and telephone number, including such information to the premises owner.
2. Date of birth.
3. Tax identification number.
4. The address to which notices relating to the application are to be mailed.
5. Previous addresses for the five (5) years immediately preceding the present.
6. The height, weight, color of eyes and hair.
7. Photographs for identification purposes (photographs shall be taken by the Police Department).
8. All business, occupation, or employment for the five (5) years immediately preceding the date of submittal of the application form.
9. The cannabis operation business history, including whether the business owner and responsible parties while previously operating in this or another city, county or state has had a cannabis related license revoked or suspended, the reason therefore, and the business or activity or occupation subsequent to such action of suspension or revocation.
10. Complete property ownership and lease details, where applicable. If the business owner is not the premises owner, the application form must be accompanied with a notarized acknowledgment from the premises owner that cannabis sales will occur on its property.
11. A descriptive business plan for the cannabis operation, including a detailed list of all cannabis business activities proposed to occur on the premises.
12. A diagram and floor plan of the entire premises, denoting all the use of areas proposed for cannabis production, including, but not necessarily limited to, cultivation, processing, manufacturing, testing, transportation, deliveries, and storage. For cannabis dispensaries, the floor plan should show the layout and design of the building. The diagram and floor plan need not be professionally prepared, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches ($\pm 6''$).
13. The name or names of the operator. The operator shall designate one or more responsible parties, one of which shall at all times be available as a point of contact for the City, twenty-four (24) hours per day. The contact information and schedule of the operator and responsible parties shall be provided to the Police Chief and updated within twenty-four (24) hours of any changes.

14. The proposed security arrangements for ensuring the safety of persons and to protect the premises from theft.

15. An accurate straight-line drawing prepared within thirty (30) days prior to the application depicting the building and the portion thereof to be occupied by the cannabis operation and the property line of any school or any other sensitive use as set forth in the operational requirements.

16. Authorization for the City, its agents and employees to seek verification of the information submitted.

B. Other Permits Or Licenses: The fact that an applicant possesses other types of State or City permits or licenses does not exempt the applicant from the requirement of obtaining a regulatory permit.

15-125: DEFINITIONS:

As used in this article:

ANCILLARY MASSAGE SERVICES: Those services where less than twenty percent (20%) of the gross floor area of the business is devoted to massage.

CALIFORNIA MASSAGE THERAPY COUNCIL OR CAMTC: The massage therapy organization formed pursuant to chapter 10.5 of division 2 of the Business And Professions Code sections 4600 et seq.

CERTIFIED MASSAGE PRACTITIONER OR THERAPIST: Any individual certified by the California massage therapy council (CAMTC) as a certified massage therapist, certified massage practitioner, or conditionally certified massage practitioner pursuant to chapter 10.5 of division 2 of the California Business And Professions Code sections 4600 et seq.

CITY: The city of Porterville, California.

CITY MANAGER: The city manager of the city of Porterville or designee.

CITY REGISTRATION CERTIFICATE OR REGISTRATION CERTIFICATE OR REGISTRATION: A certificate issued by the city to a massage business to practice massage for compensation pursuant to this article.

CLIENT: The customer or patron who pays for or receives massage services.

COMMUNITY DEVELOPMENT DIRECTOR: The Director of Planning and Engineering of the city of Porterville or designee.

COMPENSATION: The payment, loan, advance, donation, contribution, deposit, exchange, or gift of money or anything of value.

DAY: Calendar day, unless otherwise specifically expressed.

DISQUALIFYING CONDUCT: Any of the following:

A. Within five (5) years immediately preceding the date the city registration application was filed, or any time thereafter, the person has been convicted in a court of competent jurisdiction of the commission of or any attempt to commit, directly or indirectly, or assisting in or abetting the commission of, or conspiring to commit:

1. A violation of any provision of law pursuant to which a person is required to register under the provisions of California Penal Code section 290;
2. Any violation of California Penal Code sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 314, 315, 316, 318, 653.22, 653.23 or subsections (a), (b) or (d) of section 647;
3. Any other crime involving dishonesty, fraud, deceit, or moral turpitude;
4. A violation of California Penal Code section 415, 602, or any lesser included or related offense, in satisfaction of, or as a substitute for, any of the crimes previously listed in subsections A1 through A3 of this definition;
5. Any crime committed while engaged in the management or ownership of a massage business or the practice of massage;
6. A violation of California Health And Safety Code sections 11054, 11055, 11056, 11057, or 11058; or
7. Any offense in another state or territory of the United States which is the equivalent of any of the above offenses.

B. Within five (5) years of the date immediately preceding the date the application was filed, or any time thereafter, any applicant whose city registration certificate, CAMTC certification, or trainee registration certificate or permit, which was issued by the state of California or any county or city has been suspended or revoked for good cause;

C. Committing or maintaining a nuisance pursuant to California Penal Code sections 11225 through 11235, and/or Health And Safety Code sections 11570 et seq., for which a permanent injunction was issued, or committing a violation of any similar provisions of law in another state or territory of the United States; or

D. Committing a violation of any provision of this article provided that the applicant received timely notice of the violation.

EMPLOYEE: Any person hired by a massage business or owner who renders any service for the business/owner in exchange for any form of compensation from the business.

FINANCE DIRECTOR OR DIRECTOR: The Director of Planning and Engineering of the city of Porterville or designee.

HEARING OFFICER: The administrative hearing officer appointed by the city manager to conduct an administrative hearing pursuant to this article.

MANAGER: The person(s) designated by the massage business owner to act as the representative and agent of the owner in managing day to day operations with corresponding responsibilities. The term "manager" may also include an owner.

MASSAGE BUSINESS OR BUSINESS: Any business that offers massage therapy in exchange for compensation. Any business that offers any combination of massage therapy and bath facilities, including, but not limited to, showers, baths, wet and dry heat rooms, pools and hot tubs, shall be deemed a massage business under this article. The term "massage business" includes a certified massage practitioner or therapist who is the sole owner, operator and employee of a massage business operating as a sole proprietorship. For purposes of this article, "massage business" shall include, without limitation, the advertising and soliciting of massages, and

includes, but is not limited to, a certified massage practitioner or therapist who is the sole owner, operator and employee of a massage business operating as a sole proprietorship, as well as a massage business which employs

certified massage practitioners or therapists.

MESSAGE BUSINESS OWNER OR OWNER: Any of the following persons:

- A. Any person who is a general partner of a general or limited partnership that owns a massage business.
- B. Any person who has a five percent (5%) or greater ownership interest in a corporation that owns a massage business.
- C. Any person who is a member of a limited liability company that owns a massage business.
- D. Any person who has a five percent (5%) or greater ownership interest in any other type of business association that owns a massage business.

MESSAGE OR MESSAGE THERAPY: The skillful application of touch, including, but not limited to, pressure, stroking, kneading, compression on or movement of the external surfaces of the body to produce increased awareness, relaxation, pain relief, injury rehabilitation, or neuromuscular reeducation. Examples of massage include, but are not limited to, Swedish massage, sports massage, shiatsu, polarity therapy, rolfing, hellerwork and reflexology.

RECEPTION AREA: An area immediately inside the front door of the massage business dedicated to the reception and waiting of clients of the massage business and visitors, and which is not a massage therapy room or otherwise used for the provision of massage therapy services.

REGISTRATION CERTIFICATE HOLDER: The applicant named on the application for a registration certificate and all massage business owners.

RENT-SPACE MASSAGE THERAPIST OR RENT-SPACE THERAPIST: A person who practices massage at a massage business but is not an employee of the business.

SOLE PROPRIETORSHIP: Means and includes any legal form of business organization where the business owner (sometimes referred to as the "sole proprietor") is the only person employed by that business to provide massage services.

VISITOR: Any person who enters a massage business and who is neither a client, owner, manager, nor employee of the business.

15-126: EXEMPTIONS:

The provisions of this chapter shall not apply to the following classes of individuals or businesses while engaged in the performance of their duties:

- A. Complete exemption. The requirements of this chapter shall not apply to the following individuals:
 - 1. Physicians, surgeons, chiropractors, osteopaths, nurses or any physical therapists who are duly licensed to practice their respective professions in the State of California and persons working directly under the supervision of or at the direction of the licensed

persons, working at the same location as the licensed person, and administering massage services subject to review or oversight by the licensed person.

2. Barbers and beauticians who are duly licensed under the laws of the State of California while engaging in practices within the scope of their licenses, except that this exemption shall only apply if the massaging of the neck, face and/or scalp, hands or feet of the clients is ancillary to the primary service being provided by the barber or beautician.

3. Hospitals, nursing homes, mental health facilities, or any other health facilities duly licensed by the State of California, and employees of these licensed institutions, while acting within the scope of their employment.

4. Accredited high schools, junior colleges, and colleges or universities whose coaches and trainers are acting within the scope of their employment.

5. Any other business or profession exempt from the provisions of this chapter by state law.

B. Limited Exemption. In addition to any other applicable provisions of this article, businesses that offer ancillary massage services shall only be required to comply with the provisions set forth in this section for the massage portion of the business. The business shall comply with the following provisions:

1. Massage services must be performed by a certified massage practitioner or therapist;
2. Subsection 15-128 F of this article related to facility requirements as they pertain to the portion of business that is utilized for massage;
3. Subsection 15-128 G of this article related to operational requirements; and
4. Section 15-136 of this article related to inspections.

C. Additional Limited Exemption/Temporary Permit. An individual who is currently not a certified massage practitioner or therapist by CAMTC as defined in Section 15-125, due to his or her school having closed on or before June 30, 2016, may obtain a license to practice massage therapy for compensation as a sole practitioner or therapist or employee of a massage business for one six-month period, pending CAMTC certification under its Closed School Policy(ies), provided that all the following requirements are met:

1. Prior to applying for a permit under this section, he or she possesses a valid business license for massage therapy services and was at all times in good standing in another U.S. city's jurisdiction.
2. The individual provides sufficient evidence to and as determined by the City of Porterville that he or she is applying to the CAMTC for certification as a certified massage therapist or practitioner.
3. The individual provides evidence of current membership with the Associated Bodywork & Massage Professionals, including proof of current insurance coverage obtained through that Association.
4. The individual's business location and operations must comply with all other provisions of this Article and Chapter 21 of the Porterville Municipal Code. A Non-CAMTC certified owner of a business where an individual will be engaging in massage therapy services shall

continue to be required to comply with all applicable requirements specified in Article IX, including but not limited to 15-128 B.il, even if the massage therapy services qualify as ancillary massage services.

5. If the individual does not receive his or her CAMTC certification within the period specified above, the permit shall expire and the individual will no longer be able to practice massage therapy services in the City. The City may extend the permit for a maximum of one additional six-month period, upon a showing by the individual that CAMTC certification/approval is pending, after which no further extensions shall be granted.

D. Furnish Evidence: Any person claiming an exemption under this section shall furnish satisfactory evidence to the city manager upon request that he or she is entitled to the exemption, including, proof of bona fide employment or, if applicable, a citation to the particular provision of state law upon which that person relies.

15-128: REQUIREMENTS FOR MASSAGE BUSINESSES:

A. Requirements: It shall be unlawful for any massage business to provide massage services unless all of the following requirements are met:

1. All of the individuals employed by the massage business to perform massage are certified massage practitioners or therapists;
2. The business has a valid city business license under this chapter; and
3. The business has a valid city registration certificate under this article.

B. Application For City Registration Certificate: The application for new and renewal city registration certificates shall include the following information, without limitation, and an application fee in an amount established by city council resolution:

1. The legal name, address and telephone number of the massage business.
2. A floor plan indicating how the use is proposed to be conducted within the premises, a list of services to be provided, and a description of any other business operated on the same premises.
3. Legal names of all owners of the massage business and the names of all managers.
4. Home address and telephone number and business address and telephone number of all owners of the massage business, and any previous home addresses for a period of five (5) years immediately prior to the date of the application and the dates of residence at each.
5. For all owners, a valid and current driver's license and/or photo identification issued by a state or federal governmental agency, or other photographic identification bearing a bona fide seal by a foreign government.
6. The form of business under which the massage business will be operating (i.e., corporation, general or limited partnership, limited liability company, or other form).

7. For all owners, a signed statement that all of the information contained in the application is true and correct; that all owners shall be responsible for the conduct of the business's employees or independent contractors providing massage services; and acknowledging that failure to comply with the California Business And Professions Code section 4600 et seq., any local, state, or federal law, or the provisions of this article may result in revocation of the business's city registration certificate.
8. The massage license and registration history of all of the owners, including whether the owner has operated any massage business or similar business or occupation within any other county, city, or state; and whether or not the applicant, in previously operating a massage business, has had the license or registration certificate revoked, suspended, or denied. In the case of revocation, suspension, or denial, the owner shall also include within the form the reason(s) therefor, and any employment obtained subsequent to any revocation, suspension or denial.
9. The employment history of each owner for five (5) years preceding the date of the application, the inclusive dates of the employment history, and the name and address of any massage business or similar business owned by the individual, whether inside or outside the city. Employment history shall also include whether the owner, including a corporation or partnership, or a former employer of the applicant while so employed, was ever subjected to an abatement proceeding under California Penal Code sections 11225 through 11235, or any similar provisions of law in a jurisdiction outside the state.
10. For each owner of the massage business that is a certified massage practitioner, a copy of that person's current certification from the California massage therapy council as a certified massage practitioner, certified massage therapist, or conditionally certified massage practitioner, and copy of that person's CAMTC issued identification card.
11. For each owner that is not CAMTC certified, current fingerprints taken by the city of Porterville police department or a certified and approved California live scan fingerprinting center for the purpose of conducting a background check on behalf of the city, to determine the criminal history of the applicant, including whether the applicant has been convicted of any felony, misdemeanor, infraction, or municipal code violation, or has been held liable for any administrative or civil action, for an act that is substantially related to the practice of massage or disqualifying conduct.
12. The name of each person the massage business employs or retains to perform massage therapy for compensation. For each person the massage business does or will employ or retain to perform massage therapy for compensation, a copy of that person's current certification from the California massage therapy council as a certified massage practitioner, certified massage therapist, or conditionally certified massage practitioner and a copy of that person's CAMTC issued identification card for each certified massage practitioner.
13. The name and address of the owner of the real property upon, in, or from which the massage business is to be operated. In the event the applicant or owner is not the legal owner of the property, the application shall be accompanied by a copy of any written lease between the massage business and the property owner authorizing use of the

premises for a massage business, or, alternatively, if there is no written lease, then a written, notarized acknowledgment from the property owner that the property owner has been advised that a massage business will be operated by the applicant upon, in, or from the property owner's property.

14. Proof of current and valid workers' compensation insurance from an insurer authorized to do business in California, in an amount as required by law.

15. Authorization for the city, its employees and agents to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the registration certificate.

16. The name of the individual to receive notices on behalf of the business.

17. Any other identification and information necessary to discover the truth of the matters required to be set in the application.

C. Changes To Application Information: Any changes to the application information during the period the city is reviewing the application shall be immediately reported to the city. Failure to report these changes shall result in denial of application.

D. Approval Or Denial Of City Registration Certificate And Massage Business Registration Certificate Renewals:

1. Within thirty (30) days following receipt of a completed application, the Director of Planning and Engineering shall either issue the registration certificate or mail a written statement of the reasons for denial as set forth below. The director shall deny a registration certificate to the applicant where any of the following conditions exist:

a. The applicant or any owner has procured or attempted to procure a registration certificate or other license by fraud, misrepresentation or material misstatement;

b. The applicant or any owner is a person who, as established by clear and convincing evidence, has engaged in "disqualifying conduct" as defined in this article within five (5) years immediately preceding the date of filing of the application;

c. The massage business, as proposed by the applicant, if permitted, would not comply or has not complied with all the applicable laws, including, but not limited to, all the city's building, fire, zoning, and health regulations;

d. The applicant or any owner has violated any provision of this article, or any similar ordinance, law, rule, or regulation of any other public agency which regulates the operation of massage businesses;

e. The applicant is less than eighteen (18) years of age;

f. The application is incomplete and the required supplementary documents were not submitted within twenty (20) days of a request for these documents by the Director of Planning and Engineering;

g. The applicant or any owner has been denied for good cause a business registration certificate or license; has had their registration certificate or registration revoked, suspended, or restricted for good cause; has been proven to

have violated any ordinance related to the practice of massage; or has had any other disciplinary action taken for good cause against them by another city, state, county or territory of the United States, or by any other government agency; or

h. The applicant or any owner is indebted to the city for any unpaid fee or fine.

2. If prosecution is pending against the applicant or any owner for either conduct violating this article's provisions or conduct violating Business And Professions Code section 4600 et seq., the director may postpone the decision on the application until the prosecution's final resolution. As used in this subsection, "prosecution" means charges filed by the district attorney, administrative proceedings brought by a local government or agency, or a civil or criminal action maintained by the Porterville city attorney or prosecution attorney.

E. Written Notice Of Denial: Upon determining that grounds for denial exist, the Director of Planning and Engineering shall furnish written notice of the denial to the applicant. The notice shall summarize the principal reasons for the denial, shall state that the applicant may request an appeal pursuant to section 15-131 of this article, and shall be delivered by mail to the applicant as that name and address appear on the application.

F. Facilities Prerequisite To Registration Certificate Issuance: A registration certificate shall not be issued pursuant to this article unless an inspection reveals that the business complies with each of the following minimum requirements of this article and chapter 21 of this code:

1. Facility Requirements:

a. No massage or massage services shall be given in a business, or premises registered pursuant to this article, in any room or space enclosed or divided by walls and fitted with a door capable of being locked from the inside. This section shall not apply to the business's external doors and shall not operate to prohibit a massage business from locking its external doors if the business is a business entity owned by one individual with one or no employees or independent contractors.

b. A list of services available and the cost of the services shall be posted in an open and conspicuous public place on the premises. The services shall be described in English and any other languages that the business chooses. Only services on the posted list shall be performed.

c. Minimum lighting consisting of at least one artificial light of not less than forty (40) watts shall be provided and shall be operating in each room or enclosure where massage services are being performed on clients, and in all areas where clients are present.

d. Massage businesses shall at all times be equipped with an adequate supply of clean sanitary towels, coverings, and linens. Clean towels, coverings, and linens shall be stored in enclosed cabinets. Towels and linens shall not be used on more than one client, unless they have first been laundered and disinfected. Disposable towels and coverings shall not be used on more than one client. Soiled linens and paper towels shall be deposited in separate, approved receptacles.

- e. All walls, ceilings, floors, pools, showers, bathtubs, steam rooms, and all other physical facilities, shall be in good repair and maintained in a clean and sanitary condition.
- f. Adequate bathing, dressing, locker and toilet facilities shall be provided for clients. A minimum of one tub or shower; one dressing room containing a separate locker for each client to be served, which locker shall be capable of being locked; as well as a minimum of one toilet and washbasin, shall be provided in every massage business; provided, however, that if male and female clients are to be served simultaneously at the business, separate bathing, massage room(s), dressing room(s), and toilet facilities shall be provided for male and female clients. This requirement may be modified upon approval of the city manager if the services provided or site plan do not necessitate some or all of these facilities.
- g. A minimum of one washbasin for employees shall be provided at all times. The basin shall be located within, or as close as practicable, to the area devoted to performing massage services. Sanitary towels shall also be provided at each basin. Hot and cold running water shall be provided at all times.
- h. In the reception area, in letters that are a minimum of one inch (1") in height, a notice in English (and any other language that the business chooses) that provides information substantially as follows:

THIS MESSAGE BUSINESS AND THE MESSAGE ROOMS DO NOT PROVIDE COMPLETE PRIVACY AND ARE SUBJECT TO INSPECTION BY CITY AND HEALTH OFFICIALS WITHOUT PRIOR NOTICE
- i. No room or space enclosed or divided by walls and fitted with a door where massage or massage services are performed shall be equipped with any electronic, mechanical, or artificial device used or capable of being used, for the recording or videotaping of visual images and/or sound.
- j. Wet and dry heat rooms, steam or vapor rooms or cabinets, toilet rooms, shower and bath rooms, tanning booths, whirlpool baths and pools shall be thoroughly cleaned and disinfected as needed or required.
- k. Standard or portable massage tables shall be used with a durable, washable plastic or other waterproof material as a covering. The tables shall be sanitized after each use.
- l. A massage business shall operate only under the name specified in its city registration certificate.
- m. No massage business located in a building or structure with exterior windows fronting a public street, highway, walkway, or parking area shall block visibility into the interior reception and waiting area through the use of curtains, closed blinds, tints, or any other material that obstructs, blurs, or unreasonably darkens the view into the premises.

G. Operating Requirements:

1. Massage may be provided only between the hours of seven o'clock (7:00) A.M. and nine o'clock (9:00) P.M. No massage business shall be open and no massage services shall be provided between nine o'clock (9:00) P.M. and seven o'clock (7:00) A.M. A massage commenced prior to nine o'clock (9:00) P.M. shall nevertheless terminate at nine o'clock (9:00) P.M., and all clients shall exit the premises at that time. It is the obligation of the massage business to inform clients of the requirement that services must cease at nine o'clock (9:00) P.M.

2. The owner and manager of a massage business shall be responsible for displaying the city registration certificate and the CAMTC registration certificate of each and every certified massage practitioner or therapist employed in the business in an open and conspicuous place on the premises. Passport size photographs of the registration certificate holder shall be affixed to the respective registration certificate on display pursuant to this section.

3. For each massage service provided, every massage business shall keep a complete and legible written record of the following information:

- a. The date and hour that service was provided;
- b. The service received;
- c. The name or initials of the employee entering the information; and
- d. The name of the employee administering the service.

The records shall be open to inspection and copying by the Porterville police department, or other city officials charged with enforcement of this article. These records may not be used by any massage business owner or employee for any purpose other than as records of service provided and may not be provided to other parties by any person unless otherwise required by law. The records shall be retained on the premises of the massage business for a period of two (2) years.

4. All massage business owners and their employees shall wear clean outer garments. The garments shall not include any of the following:

- a. Attire that is transparent or see through, or substantially exposes the employee's undergarments;
- b. Swim attire, if not providing a water-based massage modality accepted by the California massage therapy council;
- c. Attire that exposes the employee's genitals, pubic areas, buttocks, or breasts;
- d. Attire worn in a manner that constitutes a violation of California Penal Code section 314;
- e. Attire worn in a manner that is otherwise deemed by the California massage therapy council to constitute unprofessional attire based on the custom and practice of the profession in California.

5. At all times during the massage, the client's genitals shall be fully covered and contact shall not be made with the genitals.

6. The premises' exterior doors and the doors separating the waiting or reception area from the remainder of the premises shall remain unlocked during the business hours (including electronic locking devices) or when clients are present. External doors may only be locked during business hours if the massage business is a business entity owned by one individual with one or no employees or independent contractors who are not employees of the business and there is no staff available to assure security for clients and massage staff behind closed doors.
7. During hours of operation, no person other than the listed manager on duty, an employee, or a client shall be allowed beyond the reception area of the massage business.
8. Clients and visitors shall only be permitted in the massage business during the hours of operation.
9. Visitors shall only be permitted in the reception area of the massage business.
10. Clients shall only be permitted in massage treatment areas if at least one massage practitioner is on the premises.
11. The massage business shall be supervised, during all hours of operation, by a manager specified in the city's registration application. The name of the manager on duty shall be posted in a conspicuous place within the reception area daily.
12. The owner and manager shall maintain a register of all employees or rent-space massage therapists. The employee register shall be maintained on the premises for a minimum period of two (2) years following an employee's termination. The owner and manager shall make the employee register immediately available for inspection upon demand by a representative of the Porterville police department or the city at all reasonable times. The employee register shall include, but not be limited to, the following information:
 - a. The name, nicknames and/or aliases used by an employee or rent-space massage therapist.
 - b. A good quality color photocopy of a lawfully issued CAMTC certificate for each employee and rent-space therapist that provides massage services.
 - c. The employee's or rent-space therapist's home address and relevant phone numbers (including, but not limited to, home and cellular numbers).
 - d. The employee or rent-space therapist's age, date of birth, gender, height, weight, color of hair and eyes.
 - e. The date of employment and termination, if applicable, or, in the case of a rent-space therapist, the start and end dates of the lease agreement, as well as a copy of the agreement for all employees.
 - f. The duties of each employee.
13. While the city registration is in effect and at all times during operation, the massage business shall fully maintain current and valid workers' compensation insurance as required by law. Proof of insurance shall be maintained on the premises at all times.

14. The massage business shall apply to the city for an amended city registration certificate within twenty (20) days after the occurrence of any circumstance which changes the registration information initially provided to the city pursuant to this section, including, but not limited to, the termination of certified massage practitioners or therapists. There shall be no charge for an amended registration certificate unless the director determines that the changes are substantial and a new certificate is required.

H. City Registration Certificate: A city registration certificate issued pursuant to the terms of this article shall be valid for a term of one year from the date of issuance and, unless suspended or revoked, may be renewed annually upon application by the massage business owner so long as the massage business is operating within the city. No registration certificate shall confer any vested right to any person or business for more than the registration period.

15-131: DENIAL/APPEALS:

A. Notice of denial, suspension or revocation shall contain a statement of the violation(s) which constitute the basis for the suspension or revocation and information about the right to appeal. Notice of the suspension or revocation shall be given by first class mail to the owner and real property owner at the addresses shown on the registration certificate. Service shall be deemed complete when the notice is mailed by first class mail. The owner shall have ten (10) calendar days from the date the notice is served to appeal to the Director of Planning and Engineering in writing and upon payment of a fee in an amount established by city council resolution. Upon issuance of a notice of suspension or revocation, the registration certificate shall be surrendered and no massage activity may occur while any appeal proceeds.

B. Upon receipt of an appeal, the Director of Planning and Engineering shall appoint a hearing officer. A hearing shall be scheduled upon not less than ten (10) calendar days and not more than thirty (30) days, unless extended by mutual agreement. Notice of the hearing shall be given by first class mail to the owner and real property owner at the address shown on the registration certificate. Service shall be deemed complete when the notice is mailed.

C. The hearing officer's jurisdiction is limited to determining whether evidence exists to provide grounds for the registration certificate denial, suspension or revocation.

D. The city shall provide proof of any violations by a preponderance of the evidence. Formal rules of evidence shall not apply to the hearing.

E. The hearing officer shall:

1. Receive evidence regarding the proposed suspension, revocation or certificate denial.
2. Maintain a record of all evidence introduced.
3. Record the hearing.
4. Consider the nature, volume, severity, and frequency of any violations.
5. Decide whether grounds exist of the suspension or revocation or denial.
6. Issue a written decision within seven (7) days of the hearing that includes the factual and legal basis of the decision and a notice of the appeal rights contained in this article.

F. The hearing officer's decision shall be final upon mailing by first class mail to the owner and real property owner at the address listed on the registration certificate.

G. The hearing officer's decision is subject to review pursuant to California Code Of Civil Procedure section 1094.6

15-136: INSPECTION BY OFFICIALS:

The investigating and enforcing officials, including, but not limited to, the Porterville police department; Tulare County health department; or the city's Director of Planning and Engineering, code enforcement, or building and safety officials, or their designees, shall have the right to enter the premises from time to time during regular business hours for the purpose of making reasonable inspections to observe and enforce compliance with building, fire, electrical, plumbing or health regulations, and to enforce compliance with applicable regulations, laws, and statutes, and with the provisions of this article.

15-139: SALE OR TRANSFER OF MESSAGE BUSINESS INTEREST:

A sale or transfer of any interest in a massage business, which interest would be reported as required in this article upon application for a city registration certificate, shall be reported to the Director of Planning and Engineering within ten (10) days of the sale or transfer. The Director of Planning and Engineering shall investigate any person receiving any interest in a massage business as a result of the sale or transfer, and if the person satisfies the requirements relating to city registration certificate applicants, the existing registration certificate shall be endorsed to include the person. A fee as set by resolution of the city council shall be paid to the city for the investigation by the Director of Planning and Engineering necessitated by each sale or transfer.

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

PASSED, APPROVED AND ADOPTED this 18th day of August, 2026.

Greg Meister, Mayor

ATTEST:
Richard Tree, City Clerk

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



CITY COUNCIL AGENDA – AUGUST 18, 2026

SUBJECT: Consideration of Amendments to the City's Entertainment Zone Program

SOURCE: City Manager's Office

COMMENT: On March 17, 2026, the City Council adopted Ordinance No. 1930, amending Chapter 15.20 of the Porterville Municipal Code to establish Entertainment Zones within the City. The ordinance created a framework allowing limited outdoor consumption of beer and wine during approved community civic events while maintaining local permitting, public safety, insurance, and enforcement requirements.

Ordinance No. 1930 currently establishes two Entertainment Zones: the Downtown Zone, consisting of Main Street between Olive Avenue and Morton Avenue, including adjacent sidewalks and public rights-of-way; and the Airport Zone, consisting of designated public areas of the Porterville Municipal Airport.

At its July 21, 2026 meeting, the City Council discussed the Entertainment Zone Program. The Mayor made a motion to expand the Entertainment Zone to include the Porterville Sports Complex and Main Street parking lots and to review the existing wristband fee. During the discussion, the Vice Mayor requested that the City also consider other potential locations throughout Porterville. The City Council unanimously approved the motion.

In response to Council's direction, staff reviewed the existing Entertainment Zone framework and potential opportunities to expand the program. Expanding the geographic areas eligible for Entertainment Zone events could provide greater flexibility for community civic events, festivals, sporting events, and other activities while maintaining the existing permitting and public safety requirements established by Ordinance No. 1930.

Potential Entertainment Zone Expansion

Consistent with the Council's July 21 action and discussion, the following locations are presented for consideration:

- Porterville Sports Complex
- Main Street public parking lots

- Other City-owned or controlled locations as determined appropriate by the City Council

The existing ordinance requires each Entertainment Zone event to receive a valid community civic event permit and comply with applicable City requirements, State law, and California Department of Alcoholic Beverage Control licensing and permitting requirements. The City Manager is also authorized to impose event-specific conditions or revoke authorization when necessary to protect public health, safety, or welfare.

These safeguards would continue to apply to any additional Entertainment Zones authorized by the City Council.

Wristband Fee

Ordinance No. 1930 currently provides that a \$10 wristband fee may be required for participation in an Entertainment Zone event, with proceeds deposited into the Entertainment Zone Fund or a successor fund designated by the City. The ordinance authorizes the City Manager to establish administrative procedures for collection, accounting, and remittance of the fee.

The ordinance separately authorizes the City Manager to require nontransferable wristbands as a means of verifying age eligibility and compliance with alcohol service requirements.

As directed by Council, staff is presenting the wristband fee for further consideration. Council may elect to retain the existing \$10 fee, reduce the fee, eliminate the fee, or provide alternative direction regarding its application and administration.

Following Council direction, staff will work with the City Attorney to prepare the necessary amendment to Chapter 15.20 of the Porterville Municipal Code for City Council consideration.

RECOMMENDATION:

That the City Council:

1. Review and provide direction regarding expansion of the City's Entertainment Zones to include the Porterville Sports Complex, Main Street public parking lots, and/or other locations determined appropriate by the City Council;
2. Review and provide direction regarding the existing \$10 Entertainment Zone wristband fee; and
3. Direct the City Manager and City Attorney to prepare the appropriate amendment to Chapter 15.20 of the Porterville

Municipal Code consistent with City Council direction.

ATTACHMENTS: 1. Ordinance No. 1930 – Establishing Entertainment Zones

Appropriated/Funded: Not Applicable

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk

ORDINANCE NO. 1930

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING CHAPTER 15.20 OF THE PORTERVILLE MUNICIPAL CODE
TO ESTABLISH ENTERTAINMENT ZONES**

WHEREAS, the California Legislature has authorized local jurisdictions to establish Entertainment Zones that permit the consumption of alcoholic beverages within designated public areas during specified days and hours, subject to local ordinance and oversight by the California Department of Alcoholic Beverage Control; and

WHEREAS, Senate Bill 969, effective January 1, 2025, clarified and expanded the authority of cities to establish Entertainment Zones by ordinance and to define zone boundaries, days and hours of operation, permitted beverage types, and operational requirements; and

WHEREAS, the Downtown area of the City of Porterville and the Porterville Municipal Airport serve as a focal point for community civic events, festivals, and cultural programming that support local businesses and promote economic vitality; and

WHEREAS, the City Council desires to establish a structured and legally compliant framework to allow limited outdoor consumption of beer and wine during approved community civic events while maintaining public safety and local control; and

WHEREAS, Chapter 15.20 of the Porterville Municipal Code regulates community civic events, parades, and other activities that require heightened public safety oversight; and

WHEREAS, the City Council desires to establish Entertainment Zones as a regulated activity within Chapter 15.20, consistent with existing permitting, enforcement, and public safety frameworks; and

WHEREAS, the City Council has reviewed and approved the Entertainment Zone Operating Standards, which define the operational rules, enforcement mechanisms, and safety requirements for the Entertainment Zone; and

WHEREAS, the City Council finds that establishing an Entertainment Zone is consistent with State law and the City's economic development and community revitalization goals.

NOW, THEREFORE, BE IT ORDAINED: THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 15.20 Amended

Chapter 15.20 of the Porterville Municipal Code is hereby amended to add a new subsection to read as follows:

15.20 H. Entertainment Zones:

1. Definitions: The following definitions apply in this subsection:

“ABC” means the California Department of Alcoholic Beverage Control.

“Alcoholic beverage” has the same meaning as set forth in California Business and Professions Code section 23004.

“City Manager” means the City Manager or designee.

“Entertainment zone” has the same meaning as set forth in California Business and Professions Code section 23039.5.

“Entertainment zone event” means a City-approved community civic event during which limited consumption of alcoholic beverages is permitted within an entertainment zone.

“Management plan” means the Entertainment Zone Operating Standards adopted by the City Council.

“Open container” means any bottle, can, cup, or other receptacle that is open or has been opened and contains any alcoholic beverage.

2. Entertainment Zone Controls:

- a. No Entertainment Zone Event may occur without issuance of a valid community civic event permit and any other approvals required by the City.
- b. Alcohol service within an Entertainment Zone shall be conducted in a manner that promotes responsible consumption and compliance with State law, including service limits, age verification, and refusal of service to intoxicated persons as provided in the management plan.
- c. Authorization of an entertainment zone event does not exempt any person from compliance with:
 1. Applicable provisions of Chapter 15.20;
 2. California Business and Professions Code;
 3. ABC licensing and permitting requirements; and
 4. All conditions imposed by the City.

- d. A person may possess and consume an open container of an alcoholic beverage in a public place within an entertainment zone only during an approved entertainment zone event and only if the alcoholic beverage was purchased from:
 - 1. A premises authorized by ABC to permit off-premises consumption within an entertainment zone pursuant to California Business and Professions Code sections 23357, 23358, or 23396; or
 - 2. A person authorized to sell alcoholic beverages pursuant to an ABC special event permit or license.
 - e. Nothing in this subsection replaces or supersedes the requirements for a community civic event permit.
 - f. The City Manager may require the use of nontransferable wristbands, including procedures for issuance, display, and enforcement, to verify age eligibility and compliance with alcohol service requirements.
3. Implementation:
- a. The City Manager is authorized to administer and implement this subsection and to establish administrative procedures necessary for its execution.
 - b. Prior to authorizing an entertainment zone event, the City Manager shall ensure adoption and compliance with a management plan addressing, at a minimum:
 - 1. Age verification and wristband requirements;
 - 2. Container requirements;
 - 3. Hours of operation;
 - 4. Insurance and indemnification;
 - 5. Security, crowd control, and cleanup; and
 - 6. Enforcement procedures.
 - c. The City Manager may impose event-specific conditions or revoke authorization to protect public health, safety, or welfare.

4. Entertainment Zone Established:

Pursuant to California Business and Professions Code sections 23039.5 and 25690, the City Council hereby establishes the following entertainment zones:

- 1. Downtown Zone: Main Street between Olive Avenue and Morton Avenue, including adjacent sidewalks and public rights-of-way.
- 2. Airport Zone: Limited to the designated public areas of the Porterville Municipal Airport.

Entertainment Zone Events at the Porterville Municipal Airport shall not interfere with aviation operations, emergency access, tenant operations, or federal aviation requirements, and may be subject to additional conditions imposed by the City Manager.

5. Hours of Operation:

An entertainment zone event may occur only between the hours of 10:00 a.m. and 11:59 p.m., subject to any additional limitations imposed by:

- a. An ABC permit or license;
- b. The management plan; or
- c. The community civic event permit.

Nothing herein requires an entertainment zone event to operate until 11:59 p.m.; event hours may be further limited by the management plan or community civic event permit.

6. Permitted Alcoholic Beverages and Containers:

- a. Alcoholic beverages permitted within the entertainment zone are limited to beer and wine only.
- b. Distilled spirits and mixed alcoholic beverages are prohibited.
- c. Alcoholic beverages shall be served and consumed only in City-approved paper or plastic cups, not exceeding sixteen (16) ounces.
- d. Glass, metal, aluminum, or hard plastic containers are prohibited.

Nothing in this subsection authorizes the service or consumption of distilled spirits, mixed drinks, or shots within an Entertainment Zone.

7. Insurance and Indemnity Requirements:

a. Insurance Requirements

Prior to issuance of a community civic event permit authorizing an entertainment zone event, the permit applicant or sponsoring organization, if different than the applicant, shall submit evidence of commercial general liability insurance, at no cost to the City, that complies with all of the following:

1. Coverage shall be at least as broad as ISO Commercial General Liability Form CG 00 01, provided on an occurrence basis, and shall include bodily injury, including death, property damage, and personal injury;
2. The policy limit per occurrence shall be in an amount determined by the City's Risk Manager;
3. The policy shall cover all losses and damages arising out of or related to the entertainment zone event;
4. The policy shall be endorsed to name the City, its officers, employees, and agents as additional insureds;
5. The policy shall be endorsed to provide that it is primary insurance and that any insurance maintained by the City shall not be called upon to contribute to a covered loss; and
6. The policy shall include a liquor liability endorsement when alcoholic beverages are served or consumed.

b. Required Coverage

No person shall conduct or allow an entertainment zone event unless the insurance required by this subsection is in full force and effect for the duration of the event.

c. Indemnification

To the fullest extent permitted by law, the event organizer/permittee and participating businesses shall defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all claims, actions, losses, damages, liabilities, costs, and expenses of every type and description, including attorneys' fees, arising directly or indirectly, in whole or in part, from the acts or omissions of the permittee, participating businesses, or their officers, employees, contractors, or agents, except to the extent caused by the City's sole negligence or willful misconduct.

8. Fees and Deposits:

- a. A ten-dollar (\$10) wristband fee may be required for participation in an entertainment zone event, with proceeds deposited into the Entertainment Zone Fund, or such successor fund as may be designated by the City.
- b. Collection, accounting, and remittance of such fees shall be governed by administrative procedures established by the City Manager.
- c. Event organizers shall provide a refundable security and cleanup deposit in the amount of five hundred dollars (\$500), subject to use and refund as provided in the management plan.

9. Enforcement and Penalties:

- a. Violations of this subsection or the management plan are subject to criminal, civil, and administrative enforcement.
- b. Failure to comply with the management plan constitutes a violation of this subsection and may result in suspension or revocation of authorization for the event.
- c. Violations are declared a public nuisance.
- d. Civil penalties may be imposed in amounts not less than \$250 and not more than \$25,000 for each day the violation continues.
- e. Remedies are cumulative.

10. Biennial Review:

Every two years, the City Manager shall review the operation of entertainment zones in consultation with the Police Department and present findings to the City Council. Reports shall be made available to ABC upon request. The City Manager may also conduct an initial review following the first year of implementation and present findings to the City Council.

11. Severability:

If any provision of this ordinance is held invalid, such invalidity shall not affect other provisions.

SECTION 2. Effective Date

This ordinance shall take effect thirty (30) days after its adoption.

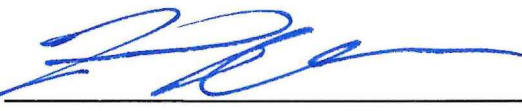
PASSED, ADOPTED and APPROVED this 17th day of March, 2026



Greg Meister, Mayor

ATTEST:

Richard Tree, City Clerk

By: 

Fernando Gabriel-Moraga
Chief Deputy City Clerk

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

I, RICHARD TREE, the duly qualified City Clerk of the City of Porterville do hereby certify:

THAT the foregoing ordinance is a true and correct copy of Ordinance No. 1930, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 17th day of March, 2026, that said ordinance has been duly published pursuant to law, and that by the terms and provisions of the Charter of the City of Porterville, said ordinance to become effective on the 16th day of April, 2026, at which time said ordinance is deemed to be in full force and effect.

THAT said ordinance was introduced by Council and the same was duly passed and adopted by the following vote:

Council:	MEISTER	MCKERVEY	BELTRAN	GREEN	RIVAS
AYES:	X	X		X	X
NOES:			X		
ABSTAIN:					
ABSENT:					



RICHARD TREE, City Clerk

By: _____

Fernando Gabriel-Moraga,
Chief Deputy City Clerk



CITY COUNCIL AGENDA – AUGUST 18, 2026

SUBJECT: Consideration of a Courtesy Leak Adjustment Program for Utility Customers

SOURCE: City Manager's Office

COMMENT: At its July 21, 2026 meeting, the Mayor requested that the City consider developing a Courtesy Leak Adjustment Program for utility customers and made a motion directing staff to evaluate and develop a proposed program for future City Council consideration. The City Council approved the motion.

In response to the approved motion, staff developed a proposed Courtesy Leak Adjustment Program for residential and commercial utility customers who experience unusually high water usage resulting from an unintended and verified leak. The program is intended to provide limited financial relief while encouraging prompt repair of leaks and maintaining appropriate safeguards for the City's utility funds.

Under the proposed Guidelines, the applicant must be the utility account holder of record and may receive no more than one courtesy leak adjustment during any two-year period. The leak must be repaired before the request is submitted, and a completed Request for Review form with required supporting documentation must be submitted within 90 calendar days following the end of the billing period in which the unusually high water usage associated with the leak first appeared.

Customers must provide reasonable documentation demonstrating that the leak occurred and was repaired. Supporting documentation may include invoices or receipts from a repair professional, receipts for materials used in a self-performed repair, photographs, written documentation describing the leak, or other information determined appropriate by the Utility Billing Supervisor.

The Guidelines also require customers to take reasonable and timely action after becoming aware of a potential leak, including when the City provides an automated or other leak notification. Receipt of an automated notification is not required for eligibility, and customers without notification-capable meter technology remain eligible under the same program requirements.

Eligible leaks generally include unintended water loss resulting from broken or leaking water lines, failed plumbing fixtures, irrigation-system leaks, underground service-line leaks, or other verified water-system failures. Intentional, discretionary, or avoidable water use, including pool filling, excessive irrigation, water intentionally left running, normal seasonal increases in consumption, and water loss resulting from interference with City-owned water-system components, is not eligible.

Residential Accounts

For qualifying residential accounts, the courtesy adjustment will apply to eligible water consumption charges attributable to the verified leak. Normal usage will generally be established using the customer's usage for the same billing month of the prior year. If comparable prior-year usage is unavailable, the Utility Billing Supervisor may use available historical consumption data or another reasonable and representative methodology.

The maximum total courtesy adjustment for a residential account is \$500 per approved leak occurrence.

Commercial Accounts

For qualifying commercial accounts, the courtesy adjustment will be calculated using the customer's normal historical water usage. Under the proposed Guidelines, the adjustment applies to eligible water consumption charges attributable to the verified leak and sewer charges calculated based on the elevated water consumption resulting from the verified leak.

Eligible sewer charges will be recalculated using the corrected water consumption established through the Courtesy Leak Adjustment Program. The maximum total courtesy adjustment for a commercial account is \$2,000 per approved leak occurrence, inclusive of eligible water and sewer adjustments.

Program Administration and Appeals

The Utility Billing Supervisor will administer the program, review applications, verify billing and consumption history, determine whether a reported condition qualifies as an eligible leak, establish an alternative normal-usage methodology when necessary, determine the amount of an eligible adjustment, and develop administrative forms and procedures necessary to implement the program.

A written determination approving, denying, or modifying a request will generally be issued within 30 calendar days after receipt of a complete application and all required supporting documentation. If additional information is requested, the application will not be considered complete until

the requested information is received.

An applicant who disagrees with the Utility Billing Supervisor's determination may appeal to the City Manager or designee within 15 calendar days. The City Manager or designee will issue a final written determination, generally within 30 calendar days after receipt of a complete appeal.

The program will become effective on the date established by the City Council and will apply prospectively only to eligible leaks occurring during billing periods ending on or after the effective date.

Courtesy leak adjustments approved under the program will be funded by the Water Enterprise Fund. The proposed Courtesy Leak Adjustment Program Guidelines, including the Request for Review form, are attached for City Council consideration.

RECOMMENDATION: That the City Council:

1. Approve the Courtesy Leak Adjustment Program and associated Program Guidelines as presented, with any modifications directed by the City Council; and
2. Authorize the City Manager or designee to take the administrative actions necessary to implement the program.

ATTACHMENTS: 1. Draft Courtesy Leak Adjustment Program Guidelines

Appropriated/Funded: Water Enterprise Fund

Review By:

Department Director:
Richard Tree, City Manager

Final Approver: Fernando Gabriel-Moraga, Chief Deputy City Clerk



CITY OF PORTERVILLE
COURTESY LEAK ADJUSTMENT PROGRAM GUIDELINES

AUGUST 18, 2026

1. PURPOSE

The Courtesy Leak Adjustment Program is intended to provide limited financial relief to eligible residential and commercial utility customers who experience unusually high water usage resulting from an unintended and verified leak.

The program is designed to encourage prompt repair of leaks while maintaining appropriate safeguards for the City's utility funds. Approval of an adjustment is discretionary and subject to compliance with these guidelines.

2. GENERAL ELIGIBILITY REQUIREMENTS

To qualify for consideration under the Courtesy Leak Adjustment Program, all of the following requirements must be met:

1. The applicant must be the account holder of record for the utility account.
2. An account is eligible for no more than one courtesy leak adjustment during any two-year period, measured from the date of the most recent approved courtesy leak adjustment.
3. The leak must be repaired before a request for adjustment is submitted.
4. A completed Request for Review form and all required supporting documentation must be submitted within 90 calendar days following the end of the billing period in which the unusually high water usage associated with the leak first appeared.
5. The customer must provide reasonable documentation demonstrating that the leak occurred and was repaired.
6. Upon becoming aware of a potential leak, including through a City-issued or automated leak notification, the customer must take reasonable and timely action to investigate and repair the leak. Failure to take reasonable and timely action after becoming aware of a potential leak may result in denial or reduction of a courtesy adjustment.
7. The availability or receipt of an automated leak notification is not a condition of eligibility under the program. Customers whose service locations are not equipped with technology capable of providing automated leak notifications shall remain eligible for consideration under the same program requirements.
8. An automated or City-issued leak notification is intended to alert the customer to a potential leak and does not, by itself, establish that a qualifying leak has occurred. The customer remains responsible for providing the documentation required under these guidelines.
9. The Utility Billing Supervisor may request additional documentation or information when necessary to determine eligibility.
10. The utility account must otherwise be in compliance with applicable City utility requirements.

3. ACCEPTABLE DOCUMENTATION

Supporting documentation may include, but is not limited to:

- Receipts or invoices from a licensed plumber or other repair professional;
- Receipts for parts or materials purchased for a customer-performed repair;
- Photographs documenting the leak or completed repair;
- Written documentation describing the location and nature of the leak; or
- Other information determined appropriate by the Utility Billing Supervisor.

Submission of documentation does not guarantee approval of an adjustment.

4. ELIGIBLE LEAKS

The program is intended to address unintended water loss resulting from verified plumbing or water-system failures.

Examples may include:

- Broken or leaking water lines;
- Failed plumbing fixtures;
- Leaking irrigation-system components;
- Underground service-line leaks; or
- Other unintended water losses determined eligible by the Utility Billing Supervisor.

The program does not apply to intentional, discretionary, or avoidable water use, including but not limited to:

- Filling or refilling swimming pools or spas;
- Excessive irrigation or overwatering;
- Water intentionally left running;
- Water loss resulting from tampering with, bypassing, damaging, altering, removing, otherwise interfering with a City water meter, meter seal, meter box, service connection, or other City-owned water-system component;
- Normal seasonal increases in water use; or
- Other consumption that does not result from a verified leak or system failure.

5. RESIDENTIAL COURTESY LEAK ADJUSTMENT

For an eligible residential utility account, the courtesy adjustment will be calculated using the customer's normal historical usage.

For qualifying residential accounts, the courtesy adjustment will apply to eligible water consumption charges attributable to the verified leak.

Whenever available, normal usage will be based on the customer's usage for the same billing month of the prior year.

The courtesy adjustment will apply to the month or months of unusually high usage associated with the verified leak.

The maximum total courtesy adjustment for a residential account is \$500 per approved leak occurrence.

If the customer did not have an account at the service location during the comparable month of the prior year, the Utility Billing Supervisor may establish normal usage using available historical consumption data or another reasonable and representative methodology.

6. COMMERCIAL COURTESY LEAK ADJUSTMENT

For an eligible commercial utility account, the courtesy adjustment will be calculated using the customer's normal historical water usage.

For qualifying commercial accounts, the courtesy adjustment will apply to eligible water consumption charges attributable to the verified leak and sewer charges calculated based on the elevated water consumption resulting from the verified leak.

Whenever available, normal water usage will be based on the customer's usage for the same billing month of the prior year.

The courtesy adjustment will apply to the month or months of unusually high usage associated with the verified leak.

Eligible sewer charges shall be recalculated using the corrected water consumption established through the Courtesy Leak Adjustment Program.

The maximum total courtesy adjustment for a commercial account is \$2,000 per approved leak occurrence, inclusive of all eligible water and sewer adjustments.

If comparable prior-year usage is unavailable, the Utility Billing Supervisor may establish normal usage using available historical consumption data or another reasonable and representative methodology.

7. ADJUSTMENT CALCULATION

The courtesy adjustment is intended to reduce eligible charges attributable to abnormal usage caused by a verified leak.

The adjustment will generally be calculated by:

1. Determining the customer's actual water usage during the affected billing period;
2. Establishing normal water usage using the same billing period from the prior year or another approved methodology;
3. Determining the portion of eligible water charges attributable to water usage above the established normal water usage;
4. For commercial accounts, recalculating eligible sewer charges using the corrected water consumption established under this program; and
5. Applying a courtesy credit to the account, subject to the applicable maximum adjustment.

The adjustment shall not exceed the amount of eligible charges billed to the account.

8. PROGRAM ADMINISTRATION

The Utility Billing Supervisor is responsible for administering the Courtesy Leak Adjustment Program and determining whether an application satisfies the program requirements.

The Utility Billing Supervisor may:

- Request additional documentation;
- Verify utility usage and billing history;
- Determine whether the reported condition qualifies as an eligible leak;
- Establish an alternative normal-usage methodology when prior-year data is unavailable;
- Determine the amount of an eligible adjustment; and
- Develop administrative procedures and forms necessary to implement the program.

The Utility Billing Supervisor will issue a written determination approving, denying, or modifying a request within 30 calendar days after receipt of a complete application and all required supporting documentation.

If additional documentation or information is requested, the application shall not be considered complete until the requested information has been received. The 30-calendar-day review period shall begin upon receipt of the information necessary to complete the application.

If requested documentation or information is not provided within 30 calendar days of the City's request, the Utility Billing Supervisor may consider the application withdrawn and close the request. The Utility Billing Supervisor may extend this timeframe upon a showing of reasonable circumstances.

During the review of a request for a Courtesy Leak Adjustment, the customer remains responsible for timely payment of all current and undisputed utility charges. Submission of a request for adjustment does not suspend the customer's obligation to pay utility charges that are not subject to the request.

The City will not discontinue utility service for nonpayment of the amount subject to a pending Courtesy Leak Adjustment request while the request is under review. This protection shall continue during the period in which a timely appeal may be filed under Section 9 and, if a timely appeal is filed, until a final determination is issued by the City Manager or designee.

9. APPEALS

An applicant who disagrees with the Utility Billing Supervisor's written determination regarding a request for a Courtesy Leak Adjustment may appeal the determination to the City Manager or designee.

An appeal must be submitted in writing within 15 calendar days from the date of the written determination and must identify the basis for the appeal and include any additional supporting information.

An appeal submitted after the 15-calendar-day appeal period shall not be considered unless the City Manager or designee determines that reasonable circumstances justify acceptance of a late appeal.

An appeal timely submitted, or a late appeal accepted by the City Manager or designee, shall stay collection activity and discontinuation of utility service for the amount subject to the appeal. The customer remains responsible for timely payment of all other current and undisputed utility charges during the appeal.

The City Manager or designee will issue a final written determination within 30 calendar days after receipt of a complete appeal. The determination of the City Manager or designee shall be final.

Following the final determination, any remaining balance shall be due and payable in accordance with the City's applicable utility billing and collection requirements.

10. LIMITATIONS

The Courtesy Leak Adjustment Program is intended as a limited customer-assistance program and does not create an entitlement to an adjustment.

The City reserves the right to deny or reduce an adjustment when:

- Program eligibility requirements are not satisfied;
- Required documentation is incomplete or insufficient;
- The reported water loss is not attributable to an eligible leak;

- The customer has already received an adjustment within the applicable two-year period;
- The request is submitted outside the required timeframe;
- The water loss is attributable, in whole or in part, to meter tampering or unauthorized interference with City-owned water-system components;
- The customer failed to take reasonable and timely action to investigate or repair a potential leak after becoming aware of the condition, including after receiving an automated or City-issued leak notification; or
- Other circumstances exist that are inconsistent with the intent of the program.

Any approved adjustment is a one-time courtesy credit for the qualifying occurrence and does not alter the customer's responsibility to maintain private plumbing and water systems in good repair.

11. EFFECTIVE DATE

These guidelines shall become effective on the date established by the City Council and shall remain in effect until amended or rescinded by the City.

The Courtesy Leak Adjustment Program is prospective only and shall not be applied retroactively. The program shall apply only to eligible leaks occurring during billing periods ending on or after the effective date established by the City Council.

**CITY OF PORTERVILLE
COURTESY LEAK ADJUSTMENT PROGRAM
REQUEST FOR REVIEW**

Please complete all sections of this form and submit all required supporting documentation. Incomplete requests may delay review or may be closed if requested information is not provided within the timeframe established by the Courtesy Leak Adjustment Program Guidelines.

1. CUSTOMER AND ACCOUNT INFORMATION

Account Holder Name: _____

Utility Account Number: _____

Service Address: _____

Mailing Address, if different: _____

City/State/ZIP: _____

Phone Number: _____

Email Address: _____

Account Type:

☐ Residential

☐ Commercial

2. LEAK INFORMATION

Approximate Date Leak Began: _____

Date Leak Was Discovered: _____

Date Leak Was Repaired: _____

Location of Leak: _____

Type of Leak or Failure:

☐ Broken or leaking water line

☐ Failed plumbing fixture

☐ Irrigation-system leak

☐ Underground service-line leak

☐ Other: _____

Please describe the leak, how it was discovered, and the cause if known:

3. LEAK NOTIFICATION

Did you receive an automated or City-issued notification regarding a potential leak?

☐ Yes

☐ No

☐ Service location does not have notification-capable meter technology

If yes, approximate date notification was received: _____

After becoming aware of the potential leak, what action did you take to investigate or repair the condition?

An automated or City-issued leak notification indicates a potential leak but does not, by itself, establish eligibility for a Courtesy Leak Adjustment.

4. REPAIR INFORMATION

Who performed the repair?

☐ Licensed plumber or repair professional

☐ Property owner/account holder

☐ Property manager/maintenance staff

☐ Other: _____

Name of Plumber/Repair Company, if applicable: _____

Date Repair Was Completed: _____

Briefly describe the repair performed:

5. SUPPORTING DOCUMENTATION

Please attach reasonable documentation demonstrating that the leak occurred and was repaired.

Documentation attached:

- ☐ Plumber or repair professional invoice/receipt
- ☐ Receipts for repair parts or materials
- ☐ Photographs of the leak
- ☐ Photographs of the completed repair
- ☐ Written description or repair documentation
- ☐ Other: _____

The Utility Billing Supervisor may request additional documentation or information when necessary to determine eligibility.

6. CUSTOMER ACKNOWLEDGMENTS

By signing below, I acknowledge and understand that:

1. I am the account holder of record for the utility account identified on this request.
2. The leak has been repaired prior to submission of this Request for Review.
3. This request and all required supporting documentation must be submitted within 90 calendar days following the end of the billing period in which the unusually high water usage associated with the leak first appeared.
4. A utility account is eligible for no more than one Courtesy Leak Adjustment during any two-year period, measured from the date of the most recent approved Courtesy Leak Adjustment.
5. Submission of this request does not guarantee approval of an adjustment. Approval is discretionary and subject to the Courtesy Leak Adjustment Program Guidelines.
6. During review of this request, I remain responsible for timely payment of all current and undisputed utility charges. Submission of this request does not suspend my obligation to pay utility charges that are not subject to this request.

7. The City will not discontinue utility service for nonpayment of the amount subject to this pending Courtesy Leak Adjustment request while the request is under review, subject to the requirements of the Courtesy Leak Adjustment Program Guidelines.
8. Water loss resulting from meter tampering, bypassing, damaging, altering, removing, or otherwise interfering with a City water meter, meter seal, meter box, service connection, or other City-owned water-system component is not eligible for an adjustment.
9. If the City requests additional documentation or information and I do not provide it within 30 calendar days of the City's request, my application may be considered withdrawn and closed, unless the Utility Billing Supervisor extends the timeframe based on reasonable circumstances.
10. I certify that the information provided in this request and the supporting documentation submitted with it are true and correct to the best of my knowledge.

I understand that submission of this Request for Review does not guarantee approval of a Courtesy Leak Adjustment.

Account Holder Signature: _____

Printed Name: _____

Date: _____