



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
OCTOBER 17, 2017, 5:30 PM**

Call to Order

Roll Call

Adjourn to a Joint Meeting of the Porterville City Council and Successor Agency to the Porterville Redevelopment Agency.

**JOINT CITY COUNCIL/SUCCESSOR AGENCY TO THE
PORTERVILLE REDEVELOPMENT AGENCY AGENDA
291 NORTH MAIN STREET, PORTERVILLE, CA 93257
OCTOBER 17, 2017**

Roll Call

ORAL COMMUNICATIONS

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

JOINT CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 14 N. Main Street, Porterville, CA. Agency Negotiator: John Lollis and Jenni Byers. Negotiating Parties: City of Porterville and Successor Agency to the Porterville Redevelopment Agency. Under Negotiation: Terms and Price.

During Closed Session, the Joint City Council/Successor Agency Meeting shall adjourn to a Meeting of the Porterville City Council.

CITY COUNCIL CLOSED SESSION:

B. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 271-060-027. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Greg Shelton. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Che Johnson, Matt Pierce, and Patrice Hildreth. Employee Organizations: Porterville City Firefighters Association, Fire Officer Series, and Porterville Peace Officers Association.

3 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One case concerning correspondence dated August 28, 2017 from the Law Offices of Melo and Sarsfield regarding a notice of violation of the California Voting Rights Act; and one case in which facts are not yet known to potential plaintiff.

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

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

Pledge of Allegiance Led by Mayor Stowe
Invocation

PROCLAMATIONS

Friends of the Library Week - October 15-21, 2017

AB 1234 REPORTS

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

1. Local Agency Formation Commission (LAFCO) - October 11, 2017
2. Tulare County Association of Governments (TCAG) - October 16, 2017

REPORTS

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

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - October 5, 2017
 2. Library & Literacy Commission - October 10, 2017
 3. Arts Commission - September 27, 2017
 4. Animal Control Commission - October 9, 2017
 5. Youth Commission - October 9, 2017
 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 1. Water Conservation Phase III Status Update
 2. Community Fall Clean-Up Event

ORAL COMMUNICATIONS

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

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. **Wastewater Treatment Facility Purchase of Specialized Equipment Inline Disintegrator**
Re: Considering approval of the purchase of an inline disintegrator from Franklin Miller, Inc. of New Jersey, in an amount not to exceed \$19,000.
2. **Facility Use Agreement for Hayes Field Between the City of Porterville and Porterville Girls Fastpitch**
Re: Considering approval of a Facility Use Agreement between the City of Porterville and Porterville Girls Fastpitch.
3. **Update to Out-of-State Travel - GreenPower Electric Transit Buses In-Plant Inspections**
Re: Considering approval of out-of-state travel to perform in-plant inspections on GreenPower electric transit buses in Xiamen, China at an estimated cost of \$16,000 to be reimbursed by grant funds.
4. **Authorization of Street Closure for the City of Porterville Library's International Games Day**
Re: Consideration of a request for street closure from 9:00 a.m. to 6:00 p.m. of Thurman Avenue (in front of the library) from Hockett Street and Division Street for the City of Porterville Library's International Games Day.
5. **Intent to set Public Hearing for the Vacation of Easements - Summit Estates 2, Phase 1**
Re: Considering approval of a resolution of intent to vacate the City of Porterville's blanket emergency access easement and storm drain easement for the site of Summit Estates Two, Phase 1; and the scheduling of a public hearing on November 7th.

6. **Resolution Authorizing and Approving the Purchase and Sale Agreement with CZEM Partners LLC, JLH Properties LLC, and the Tolliday Family Trust for Property Along Poplar Avenue, South and Adjacent to APN 260-300-028 and APN 260-300-029**

Re: Considering adoption of a resolution authorizing and approving a Purchase and Sale Agreement for property along Poplar Avenue, south and adjacent to APN 260-300-028 and APN 260-300-029.

7. **Request for Proclamation - The Porterville Elks Lodge #1342 - 100th Anniversary**

Re: Consideration of a request to recognize the 100 Year Anniversary of the Porterville Elks Lodge #1342 with a proclamation.

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

PUBLIC HEARINGS

8. **Budget Adjustment/Citizens' Option for Public Safety (COPS) Funding**

Re: Considering acceptance of grant funds in the amount of \$100,000 to offset costs for personnel assigned to the department's Patrol Division, including necessary training, equipment, and overtime costs.

9. **Public Hearing concerning and First Reading of An Ordinance of the City Council Amending Sections 700.01, 700.02 and 701.02, and Repealing and Replacing Section 301.23 of the Porterville Municipal Code, Concerning Personal Cultivation and Use of Cannabis, and Prohibition of Commercial Cannabis Activities**

Re: Consideration of a draft ordinance concerning personal cultivation and use of cannabis, and prohibition of commercial cannabis activities.

10. **Public Hearing on the Establishment of By-District Election Boundaries for the Porterville City Council**

Re: A Public Hearing to solicit public input on criteria for the drafting of district boundary maps for City Council districts.

SCHEDULED MATTERS

11. **Consideration of Appointments to City Commissions**

Re: Consideration of appointments to fill vacancies on the City's Parks and Leisure Services Commission and Arts Commission.

- 12. Tulare County Economic Development Corporation (TCEDC) Presentation and Review**
Re: Receipt of a presentation from the Tulare County Economic Development Corporation (TCEDC), and Council review its participation in the TCEDC.
- 13. Status of Professional Services Agreements for Transit Services**
Re: Consideration of options pertaining to Professional Service Agreements for Transit Services.
- 14. Status and Review of Declaration of Local Emergency**
Re: Consideration of the continuance of the Declaration of Local Emergency.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

Any Closed Session Items not completed prior to 6:30 p.m. will be considered at this time.

ADJOURNMENT - to the meeting of October 24, 2017.

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the Office of City Clerk at (559) 782-7464. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and/or provision of an appropriate alternative format of the agenda and documents in the agenda packet.

Materials related to an item on this Agenda submitted to the City Council after distribution of the Agenda packet are available for public inspection during normal business hours at the Office of City Clerk, 291 North Main Street, Porterville, CA 93257, and on the City's website at www.ci.porterville.ca.us.



CITY COUNCIL AGENDA – OCTOBER 17, 2017

SUBJECT: 1. Water Conservation Phase III Status Update

SOURCE: Public Works

COMMENT: The City of Porterville has continued to implement an active water conservation approach, both conserving and providing flexibility to the community. The City has transitioned from Phase IV to Phase III of the City's Water Conservation Plan as of May 23, 2017. The Water Conservation Plan applies to all municipal water users within or outside city limits. As part of the Phase III plan, the City has provided additional watering days, a two day per week watering schedule based on address. If an address ends with an "odd" number, the watering days are Tuesday and Saturday; if an address ends with an "even" number, the watering days are Wednesday and Sunday. Watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed Monday, Thursday, or Friday. Watering of outdoor landscape is prohibited during, and within 48 hours after, measurable rainfall which is now defined as greater than 0.01 of an inch.

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day in which the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City of Porterville will be responding to enforcement by issuing a Notice of Violation for all witnessed occurrences and staff will be processing all reported issues. Enforcement statistics for the month of September 2017 show that a total of 44 Notice of Violations were issued for water wasting; 10 Administrative Citations were issued.

Water production for September 2017 was a 5% decrease to the 5-year average. The production for the month of September 2017 was 389 million gallons, which when compared to the production for the month of September 2013 of 521 million gallons, equates to a 25.3% reduction. Residential consumption for September 2017 was 150.6 gallons per capita per day (GPCD).

Under the February 2016 emergency regulation, the City of Porterville received a revised conservation standard of 28% with an additional 2% reduction for climate adjustment, making the City's conservation standard 26%. After reviewing the Water Board's Self-Certification criteria for the City of Porterville, Council approved maintaining a self-imposed standard of 26%. The continuation of the conservation standard keeps a standardized message the City has worked to develop in public outreach, provides resiliency and capacity to ensure supply under drought conditions, meets the minimum 20% conservation standard defined in the City's Urban Water Management Plan, and assists the City toward meeting the requirements of the Sustainable Groundwater

Management Act (SGMA).

The City will continue to track cumulative conservation totals as well as monthly reporting data, comparing water production totals from 2013 to 2015 through current. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. The cumulative total for the City of Porterville's conservation efforts will reflect June 2015 through September 2017. Porterville's cumulative total conservation through September 2017 is 26.9%.

Following unprecedented water conservation and plentiful winter rain and snow, on April 7, 2017, Governor Edmund G. Brown Jr. ended the Drought State of Emergency in most of California, while maintaining water reporting requirements and prohibitions on wasteful practices such as watering during or right after rainfall. Executive Order B-40-17 lifts the drought emergency in all California counties except Fresno, Kings, Tulare, and Tuolumne, where emergency drinking water projects will continue to help address diminished groundwater supplies.

The Governor's executive order directs the State Water Board to lift the specific conservation provisions of its drought emergency regulations but to keep in place the temporary requirements for monthly water use reporting and prohibitions against wasteful water use practices while the Board works to develop permanent reporting and wasteful use regulations. The temporary requirements will remain in effect until November 25, 2017, when the emergency regulation is set to expire. The current prohibitions against wasteful water use practices include outdoor watering during or within 48 hours after a rain event; hosing down a sidewalk instead of using a broom or a brush; and over-watering a landscape to where water is running off onto the sidewalk or into the gutter. The long-term conservation framework, also released on April 7, 2017 includes recommendations to establish permanent water conservation standards and improved agricultural and urban water management planning to better prepare for more frequent and severe droughts due to climate change. These actions will help achieve a top priority of the California Water Action Plan - to improve long-term drought preparedness and "Make Conservation a California Way of Life."

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Monthly Production Status September 2017
 2. Drought Response Phase III Flyer

Appropriated/Funded:

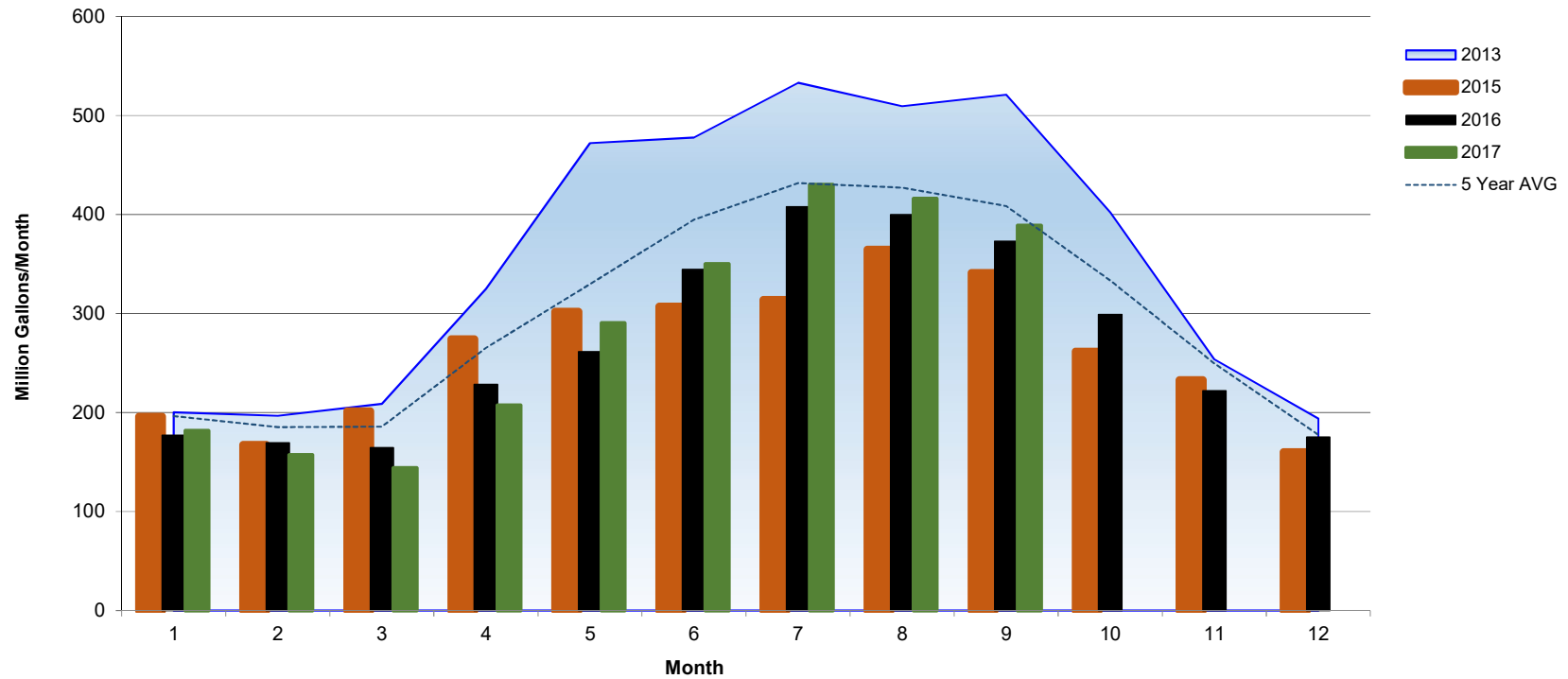
Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

**Monthly Production Status & Cumulative Total June 15/16 Through
September 2017 Production Comparison to 2013 & 5 Year Average**



Cumulative Total 26.9%

2015	-2%	-15%	-4%	-16%	-36%	-36%	-41%	-28%	-35%	-35%	-8%	-18%
2016	-12%	-14%	-21%	-30%	-45%	-28%	-24%	-21%	-28%	-26%	-13%	-10%
2017	-9%	-20%	-31%	-36%	-38%	-27%	-19%	-18%	-25%	-	-	-

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase III

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule

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

■ Odd Address
 ■ Even Address

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

Mandatory Odd/Even Watering Schedule

Excessive water runoff prohibited

The washing of sidewalks and driveways is prohibited

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

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

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

NO WATERING ON MONDAYS, THURSDAYS, AND FRIDAYS.



CITY COUNCIL AGENDA – OCTOBER 17, 2017

SUBJECT: 2. Community Fall Clean-Up Event

SOURCE: Public Works

COMMENT: To encourage property maintenance and beautification, the City sponsors two clean-up events every year; one in the Spring and one in the Fall. These events offer City residential refuse customers free disposal of general trash, bulky items, woodwaste, yard clippings, and e-waste at the City's Corporation Yard. City residents are required to bring a current City of Porterville refuse bill as proof of residency. Business or commercial waste are not allowed. Trailers will be limited to no longer than ten feet and participants will be required to unload their own vehicle. Items not accepted will include: mattress and box springs, tires, refrigerators, and any type of hazardous waste.

The next clean-up event is scheduled for October 21, 2017, as approved by Council at the February 21, 2017, Council Meeting. This event will be from 8:00 a.m. until 2:00 p.m. As in the past, the events are open to all residents receiving City residential refuse service. Cost for this event is funded through the Solid Waste Operating Budget.

RECOMMENDATION: Informational item only

ATTACHMENTS: 1. 2017 Fall Clean-Up Flyer

Appropriated/Funded: MB

Review By:

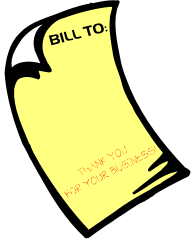
Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

Fall Clean-Up Free Disposal Event

Clean-Up Event Guidelines:



- A current City of Porterville water/refuse bill will be required as proof of residency. **NO EXCEPTIONS**
- Residential customers only. No business or commercial waste allowed.
- All metal and wood should be separated for faster unloading.
- Trailers will be limited to no longer than 10 feet.
- Participants will be required to unload their own vehicle.

NOT ACCEPTED: Mattress/Box Springs

Tires

Refrigerators

Paint, oil, batteries or any type of hazardous waste (see below)

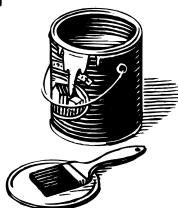
When: Saturday, October 21, 2017 from 8:00 am till 2:00 pm
Where: City Corporation Yard - 555 N. Prospect Street
Who: Residents located within the City limits of Porterville
Accepted: Household trash, furniture, yard waste, scrap metal, E-waste

For more information, contact the City's Refuse Division at 782-7513.

Hazardous Waste



Tulare County Environmental Health will be holding a Household Hazardous Waste collection event on Sat. October 21st, at the County Fire Station located at 22315 Ave. 152 (West Olive Ave.) from 8am - 12pm.



Evento de Limpieza Otoñal y Disposición Gratis



Reglas del evento de limpieza otoñal gratis:

- Una factura actual de agua/basura de la Ciudad de Porterville será requerida como prueba de residencia.
- Solamente clientes residenciales. No se permite basura de negocios o de comercios.
- Todo metal y madera deben estar separados para acelerar la descarga.
- Los remolques se limitaran a no más de 10 pies.
- Los participantes deberán descargar su propio vehículo.

No Aceptado:

Colchon/y somier

Llantas

Refrigeradores

pintura, aceite, pilas/baterías o cualquier tipo de desechos peligrosos

Cuando: Sábado, 21 de octubre a partir de las 8:00 de la mañana hasta las 2:00 de la tarde
Donde: Yarda de Corporation de la Ciudad, 555 N. Prospect (al lado del Centro de Reciclaje)
Quien: Residentes ubicados dentro de los límites de la Ciudad de Porterville
Aceptado: Basura del hogar, muebles, artículos grandes, basura de yarda, chatarra

Para más información, llame a la división de basura de la Ciudad al 782-7513.

Desechos Peligrosos



El departamento de Salud Ambiental del Condado de Tulare llevara a cabo un evento de colección de desechos peligrosos del hogar el sábado, 21 de octubre en la estación de bomberos del Condado, ubicada en la 22315 Avenida 152 (West Olive Ave.) de 8:00 de la mañana hasta la 12:00 de la tarde.



CITY COUNCIL AGENDA – OCTOBER 17, 2017

SUBJECT: Wastewater Treatment Facility Purchase of Specialized Equipment Inline Disintegrator

SOURCE: Public Works

COMMENT: The City of Porterville Wastewater Treatment Facility (WWTF) has received three (3) quotes for an inline disintegrator to be installed upstream of the facilities Huber Screw Press. The inline disintegrator will reduce the size of material entrained in the anaerobic digesters that regularly plug the digester pumps and polymer mixing system which supply the Huber Screw Press.

The inline disintegrator will eliminate 2-3 hours of daily maintenance required to manually remove the blockage from the piping system. Polymer costs should also be reduced by maintaining the proper polymer to sludge feed concentrations required by the Huber Screw Press.

The three quotes submitted to the WWTF for the inline disintegrator are:

Franklin Miller \$15,925

JB Water \$18,370

MTB Water Systems & Service \$18,990

The above quoted prices reflect only the cost of the inline disintegrator. Final price will include tax and shipping.

Franklin Miller has been identified as the lowest bidder. Expenditure for the inline disintegrator in the do not exceed amount of \$19,000 will be funded from the Wastewater Operating Fund.

RECOMMENDATION: That City Council:

1. Award the Purchase of Specialized Equipment Inline Disintegrator to Franklin Miller for a do not exceed amount of \$19,000;
2. Direct the Finance Director to initiate a Purchase Order to Franklin Miller in an amount not to exceed \$19,000; and
3. Direct Finance Director to make payment to Franklin Miller upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS:

1. Franklin Miller
2. JBI
3. MTB Water Sytems & Service

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



Franklin Miller Inc.
60 Okner Parkway
Livingston, NJ 07039 USA

Tel 973-535-9200
Fax 973-535-6269
info@franklinmiller.com

Quote No: 39299

September 22, 2017

Page 1 of 4
POR019

Robert Alvarez
Porterville, City Of
1333 W. Grand Ave.
Porterville, CA 93257 USA
Phone: 559-782-7501

ralvarez@ci.porterville.ca.us

Salesperson:
Ryan Westman, Regional Sales Manager
rwestman@franklinmiller.com

Dear Robert ,

We are pleased to quote on the following:

Project: 6" Supper Shredder Porterville Sludge Line

Quantity	Description	Price	Totals
Ref: Matl: SLUDGE Max: 800GPM			
1	EA PN-SS6-8000-LW Model SS6-8000 SUPER SHREDDER® constructed as follows: - Flanged Housing - Ductile Iron - 6" ANSI inlet and discharge flange - Spherical Rotor and Replaceable Stationary Bar Liner - Cutters constructed in Stainless Steel - Cutting Elements Hardfaced with Chrome Boride to a hardness of Rc60 - Tapered Roller Bearings - Severe-Duty Mechanical Seals with T.C. seal faces - Bearing/Seal Cartridge Design		
1	EA PN-DRV-05HP-TEFC MOTOR AND DRIVE INCLUDING: - 5HP TEFC C-Face Motor, 480V, 3PH, 60 HZ - Sumitomo, Grease Filled Reducer - Coupling: High Torque Jaw Style - Reducer and Adapter constructed of Iron and Steel		
1	EA PN-S25060-5-4X Automatic Reversing Controller, Model S260 - Nema 4X FRP Enclosure - PLC logic control - IEC starters - LED Indicators - for long life - Current Sensing Auto-Reversing Program		

..... See the difference



Franklin Miller Inc.
60 Okner Parkway
Livingston, NJ 07039 USA

Tel 973-535-9200
Fax 973-535-6269
info@franklinmiller.com

Quote No: 39299

September 22, 2017

Page 2 of 4

POR019

Quantity	Description	Price	Totals
----------	-------------	-------	--------

\$15,925.00

Prices are Valid Until Sunday, October 22, 2017

Freight & Sales Tax (CA, NY, NJ) if applicable, will be added to Invoice.

Thank you for this opportunity to be of service.

This quote is subject to Franklin Miller Standard Warranty, Terms and Conditions attached. Prices do not include applicable taxes.

JB I P R O P O S A L

3386 Tartan Trail, El Dorado Hills, CA 95762 916-933-5500 916-933-5573-Fax

9/28/17

TO: Robert Alvarez
From: Simon Morris
RE: *Franklin Miller Super Shredder*

Dear Robert,

Thank you for the opportunity to offer a proposal for your sludge conditioning project. JBI is pleased to offer the following for your consideration:

One (1) Model SS6-8000 Super Shredder

- 6" Flanged housing – ductile iron
- Spherical rotor and replaceable stationary bar liner
- Stainless steel cutters, hardfaced with chrome boride to Rc60
- Tapered roller bearings
- Severe-duty mechanical seals with T.C. seal faces
- Bearing/seal cartridge design

One (1) Motor and Drive

- 5 HP TEFC C-Face motor, 480V, 3PH, 60 Hz
- Sumitomo, grease filled reducer
- Coupling: high torque jaw style
- Reducer and adapter constructed of iron and steel

One (1) Model S260 Automatic Reversing Controller

- NEMA 4X FRP Enclosure
- PLC logic control
- IEC Starters
- LED indicators
- Current sensing auto-reverse program

<u>Subtotal</u>	<u>\$18,370.00</u>
<u>Tax at 8.25%</u>	<u>\$1,515.53</u>
<u>Freight</u>	<u>\$TBD</u>
<u>Grand Total</u>	<u>\$TBD</u>

- 1). Taxes (8.25%) are included.
- 2). Ground freight to jobsite to be added to final invoice at cost.
- 3). Est. delivery TBC weeks after order.
- 4). Payment terms are NET 30 days after shipment with no retainages.
- 5). Proposal is valid for 45 days.

Thank you for the opportunity and we look forward to working with you on this project.
Should you have any questions or require additional information please feel free to contact us at your convenience.

SIMON MORRIS
JBI Water & Wastewater Equipment
Elk Grove, CA 95757

Tel: 916 897 9033
Fax: 916 933 5573
Cell: 916 642 5500
Email: simonmorris@jbiwater.com
Web: www.jbiwater.com



TO: Robert Alvarez
City of Porterville WWTP

From: Mike Brunelle
mtbh2o@aol.com

Subject: Franklin Miller Super Shredder

Robert,

Our quotation for a 6" Franklin Miller Super Shredder for your facility is below, please let me know if any questions.

One (1) Model SS6-8000 Super Shredder

- 6" Flanged housing – ductile iron
- Spherical rotor and replaceable stationary bar liner
- Stainless steel cutters, hardfaced with chrome boride to Rc60
- Tapered roller bearings
- Severe-duty mechanical seals with T.C. seal faces
- Bearing/seal cartridge design

One (1) Motor and Drive

- 5 HP TEFC C-Face motor, 480V, 3PH, 60 Hz
- Sumitomo, grease filled reducer
- Coupling: high torque jaw style
- Reducer and adapter constructed of iron and steel

One (1) Model S260 Automatic Reversing Controller

- NEMA 4X FRP Enclosure
- PLC logic control
- IEC Starters
- LED indicators
- Current sensing auto-reverse program

Price: \$18,990.00

Tax and freight to be added to final invoice.

Mike Brunelle
MTB Water Systems & Service
Manufacturer's Representative
mtbh2o@aol.com



CITY COUNCIL AGENDA – OCTOBER 17, 2017

SUBJECT: Facility Use Agreement for Hayes Field Between the City of Porterville and Porterville Girls Fastpitch

SOURCE: Parks and Leisure Services

COMMENT: Porterville Girls Fastpitch (PGF) is the only youth girls softball league in the city and serves girls ages 4-18. The current Board started the league two years ago. The league is played at Hayes Field and registration continues to increase at a rapid pace. PGF has been the only league playing at the facility the past few years.

PGF submitted a proposal to give the league assurance that they could call Hayes Field their home in the foreseeable future as they have plans to make improvements to the facility. The proposal includes paying the City \$2,000 to cover field and concession stand usage. Light usage would continue to be paid monthly at the current rate of \$10.00 per hour per field. In return, PGF would be granted exclusive use to Hayes Field February - May, and first rights to usage January and June - December. Also, PGF is committed to spend a minimum of \$2,000 annually in facility upgrades and have already spent \$5,000 the past two years improving the softball fields.

The Parks and Leisure Services Commission and City staff recommend approval of a facility use agreement between the City of Porterville and Porterville Girls Fastpitch. The agreement is for a one-year term with the option to extend the agreement an additional three years upon terms and conditions mutually agreeable to both parties.

RECOMMENDATION: That the City Council approve the agreement with Porterville Girls Fastpitch and authorize and direct the Mayor to execute the same.

ATTACHMENTS:

1. PGF Hayes Field Proposal
2. PGF Hayes Field Agreement
3. Hayes Field Concession License

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

Proposal for Porterville Girls Fastpitch to Lease Hayes Field from the City of Porterville

Porterville Girls Fastpitch is a youth softball league serving the girls of Porterville, ages 4-18. Our League originally organized as Porterville Area Bobby Sox for the 2016 softball season. During the Fall of 2016, we aligned with ASA/USA Softball and changed our league name to Porterville Girls Fastpitch. This was done in an effort to increase the opportunities for the girls to compete, and to increase the level of support that our League would receive from a stronger sanctioning body. As a result, we saw our numbers grow in 2017 where we registered 372 girls, fielded 32 teams, played over 250 games, and registered and background checked 117 adult coaches/volunteers. Our league has quickly evolved to include Summer and Fall travel softball under our Porterville Hot Shots banner, which has extended our season to operate from February through November. The 2018 schedule will include occupying Hayes Field for PGF league practices in the month of February, PGF league games during the months of March, April, and May, and Porterville Hot Shots practices in June, July, August, September, October, and November.

As a result of our extensive usage of Hayes Field, we would like to present a proposal to lease the complex from the City of Porterville. We would like to propose a one year lease, to be renewed annually unless one or both parties object.

Past monies generated by Hayes Field, as provided by the City of Porterville:

2015/2016		2016/2017	
Fields	\$1085	Fields	\$945
Lights	\$340	Lights	\$1957.50
Concessions	\$990	Concessions	\$1308.58
Total	\$2415	Total	\$4211.08

Completed improvements to Hayes Field funded by PGF:

Field #3 – \$3000 - expanded dugouts to 30' x 8', moved dugouts closer to home plate, installed 2 foul poles, installed yellow fence cap, replaced chain link

Field #1, #2, #3 - \$2000 – installed new bases, installed new pitchers plates, chain link repair, grading of infields

Planned improvements to Hayes Field funded by PGF:

Field #2, Field #3 - \$8,000 – expand dugouts to 30' x 8', move dugouts closer to home plate, install foul poles, install fence cap, replace chain link

Field #1, #2, #3 – \$5,000 - install shade for dugouts, repair backstops, extend chain link height from backstop to dugout for foul ball protection for fans, reseed grass areas

Field #1 – \$2000 - install outfield fence, repair infield sprinklers

Restrooms - \$500 – repair stall doors, paint

Snack bar - \$1000 – install shelves, repair electrical outlet, paint

General -\$3000 – adjust grade so that standing water accumulates away from infields, reduce slope of the hill between snack bar and fields for safety and increased seating area

Lease benefits to the City of Porterville

Maintain consistent revenue from Hayes Field

Facility upgrades at the expense of PGF

Increased presence and revitalized image at Hayes Field

Simplified record keeping of facility use

Lease benefits to Porterville Girls Fastpitch

Field usage will increase and will ensure a consistent facility for teams to practice

Will aid PGF in raising funds to make facility improvements

Allows PGF to work on complex without the threat of occupancy by an unrelated group

Provides a “Softball Home” for the girls of Porterville

Simplified record keeping of facility use

Proposed Lease Details

PGF will pay \$2000 to the City of Porterville. This fee will include all field use, and concession stand fees.

Light usage will be recorded and paid monthly at the current rate of \$10/hr/field

PGF will spend a minimum of \$2000 annually in facility upgrades. PGF will provide proof of work and expenses upon request.

City of Porterville will continue to maintain the grounds and maintain the facility on the current schedule.

PGF will be granted the concessions license for Hayes Field for the entire year.

PGF will have exclusive rights to Hayes Field during the months of February, March, April, and May.

PGF will have first rights to Hayes Field during the months of January, June, July, August, September, October, November, and December. PGF will approve outside rental of Hayes Field during these months if there is no conflict with PGF use of the facility.

PGF and/or the City of Porterville will notify the other party by December 1st of the lease year if they wish to make changes to, or not renew, the lease agreement.

Porterville Girls Fastpitch is excited about the future of softball in Porterville. We look forward to working in conjunction with the City of Porterville to further develop the sport of softball, and to increase the opportunities for the girls of Porterville.

Respectfully,

Josh Plumlee

President, Porterville Girls Fastpitch

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

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

1. Term of this license shall be one-year commencing January 1, 2018, and ending December 31, 2018. The License Agreement may be extended for an additional three years upon the same terms and conditions, at the option of **PGF**, provided that **PGF** provides Notice of Intent to extend the agreement at least thirty days prior to expiration of the initial period. Thereafter, the License may be extended for an additional three-year period upon terms and conditions mutually agreeable to both parties.
2. **PGF** has the intent and commitment within the term of the agreement to continue making facility improvements of at least \$2,000 to Hayes Field in exchange for exclusive use of the facility February-May, and first rights to the facility in January, and June-December.
3. **PGF** Board personnel shall attend a pre-season organizational meeting with **CITY** staff to discuss specific operational duties and responsibilities.
4. **PGF** agrees that the **CITY** shall be scheduling agent for the field and that **CITY** shall schedule the dates and times of use except for use by **PGF**.
5. **CITY** agrees to continue its routine maintenance of the facility at its current schedule.
6. **PGF** shall be responsible for maintaining the facilities in good playing condition during the scheduled playing period. Maintenance and responsibilities shall include:
 - a. Mowing and irrigating the infield and outfield turf areas as needed.
 - b. Maintaining bleacher area in good order and free of litter. Cleaning the bleacher area after each game.
 - c. Repairing damage to designated area.
 - d. Providing the necessary maintenance equipment and supplies to accomplish all the above tasks.
 - e. Maintaining any storage facility.
 - f. At no time shall vehicles including, but not limited to, maintenance vehicles, be permitted on turf areas without permission of the **CITY**, except in the performance of necessary maintenance duties.
7. **PGF** staff shall be responsible for providing all related supplies and equipment such as additional bleachers, scoreboards, PA system, and other miscellaneous items that may be required.
8. After the completion of each use, **PGF** staff shall be responsible for clean-up of all debris in a timely manner and locking all gates and storage areas when necessary.

9. **PGF** shall contact and receive written consent from the **CITY** before installing improvements relative to the program such as signs, field improvements, electrical improvements, etc.
10. All concerns or request for routine, additional or special maintenance needs are to be directed to the Parks Superintendent at 782-7536.
11. If **PGF** should make substantial improvements to the facility, upon termination of this agreement, **CITY** shall determine disposition of these improvements. If **CITY** determines that some or all of the improvements are to be removed, **PGF** at its own expense shall remove them in a timely manner and return the facility to its original condition. Otherwise, all improvements shall remain **CITY** property.
12. **PGF** shall make repairs and corrections to miscellaneous items not in proper working condition. Field markings must be painted and not chemically sprayed.
13. All games and practices must be scheduled during normal park hours (7:00 a.m. to 10:00 p.m.)
14. **PGF** shall promptly and completely observe, comply with, and conform to all present and future applicable federal, state and local laws, requirements, and standards in the operation and use of the License and the premises, and its programs on this premises. This includes, but is not limited to, State and Federal discrimination and disability laws and regulations. **PGF** shall, at its own cost and expense, make any and all improvements thereon or alteration thereto, structurally or otherwise, that may be required at any time hereafter by any such present or future law, rule, requirement, order, direction, ordinance or regulations. Failure to comply with this section is grounds for immediate termination of this License by **CITY**, and any notice requirements required pursuant to this Agreement shall not apply.
15. **PGF** must procure and maintain insurance filed with **CITY** for the duration of the License for which Hayes Field has been reserved against claims for injuries to persons or damages to property which may arise from or in connection with **PGF** operation and use of Hayes Field. The cost of such insurance shall be borne by **PGF**.
16. Indemnification. To the fullest extent permitted by law, **PGF** (and its officers, employees, contractors, agents or volunteers) shall and hereby does agree to hold harmless, save, defend and indemnify the **CITY**, all of its officers, agents, employees, and volunteers, of and from all manner of claims, demands, actions or causes of action of all persons arising from or in any way connected with **PGF's** use of or activities on Hayes Field or **PGF's** performance of this Agreement.
17. Each party has participated fully in the review and revision of this agreement. Any rules of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

PORTERVILLE GIRLS FASTPITCH

Board Chairperson

CITY OF PORTERVILLE

Milt Stowe, Mayor

ATTEST:

APPROVED AS TO FORM

John D. Lollis, City Clerk

Julia M. Lew, City Attorney

CITY OF PORTERVILLE HAYES FIELD CONCESSION LICENSE

The City of Porterville, hereinafter referred to as "CITY" hereby grants to the Porterville Girls Fastpitch (PGF), hereinafter referred to as "LICENSEE", a license for services to the public in general, for the sale of soft drinks, ice creams, hot dogs, pre-packaged food, general confectionery articles and products, and promotional items at the Hayes Field Concession Building located at 945 W. Mulberry, Porterville, California, for a term of commencing January 1, 2018, and ending December 31, 2018.

1. The LICENSEE'S appointment is conditional upon passing a drug/alcohol test, fingerprint clearance, and/or reference check.
2. The LICENSEE shall not sell or serve any type of alcoholic beverage on the premises.
3. The LICENSEE shall, at all times during the term of said License, keep and maintain the concession building open for the convenience of patrons at said Field during the hours in which said Field is being utilized for organized softball or at any other time the CITY deems the operation of the concession necessary for special activities. Failure to operate the concession facilities during the specified periods is a breach of this Agreement and shall constitute grounds for termination of this Agreement.
4. The LICENSEE shall keep and maintain all concession facilities, equipment and grounds at and around said concession building in good and sanitary condition and shall keep and maintain all of the concession fixtures and equipment in good condition and repair.
5. Each employee should: a) be clean, neat, and well-groomed; b) be professional, courteous, and friendly to the public; and c) adhere to the CITY personnel policy regarding dress code.
6. The LICENSEE shall lock the concession building and all gates upon closing the concession building and park. The LICENSEE shall turn in all keys to the CITY five days after expiration of term.
7. In the event the LICENSEE coordinates placement of refrigerators or vending and dispensing machines at the facility, LICENSEE shall ensure such machines are removed or disengaged from City provided utilities promptly at the conclusion of each season. The LICENSEE shall also see to it that any type of machine or equipment does not block any door entrance.
8. In the event the LICENSEE shall fail, neglect or refuse to abide by and perform the terms, conditions, covenants, and agreements hereof, the CITY may, at its option, terminate and cancel this License, and in the event of a termination of this License, the LICENSEE shall surrender up and deliver to the CITY complete possession of the premises where said License is being operated within 30 days after receiving notice to vacate. The failure by LICENSEE to comply with all applicable laws and regulations or the apparent commission of a crime by LICENSEE or any of LICENSEE'S employees, contractors,

agents, or volunteers during the term of this Agreement is grounds for immediate termination of this Agreement by the CITY.

9. If this Agreement is terminated by the CITY without cause prior to the conclusion of the initial License term, and a non-profit organization enters into a Concession License Agreement with the CITY for the facility, the CITY shall reimburse LICENSEE for the documented start-up expenditures pre-approved in writing by the CITY including but not limited to structural improvements. In this event the concession fees collected for the facility as specified in paragraph 15 shall be credited against said start-up costs.
10. The LICENSEE shall not assign, transfer or convey this license or any of the rights or benefits hereunder to any person, firm or corporation without first securing the written consent of the CITY.
11. The CITY, by its authorized agents and servants, reserves the right of entry upon the premises where said license is being operated for purposes of inspection.
12. Nothing herein shall be construed as making the CITY and the LICENSEE partners.
13. To the fullest extent permitted by law, the LICENSEE shall and hereby *does* agree to save, defend and indemnify the CITY, all of its officers, agents and employees of and from all manner of claims, demands, actions or causes of actions of all persons arising from or in any way connected with the use, occupation or employment of said License, or activities engaged in, or carried on or conducted upon the premises by the LICENSEE, together with costs and attorney's fees and shall secure, at LICENSEE's expense, liability insurance including product liability indemnifying the CITY and the LICENSEE in the sum of two million dollars (\$2,000,000) combined single limit for property damage and injury, including death, to one or more persons, and deposit with the CITY an original certificate of said insurance, and name the CITY, its officers, agents and employees as an additional insured on LICENSEE's policy.
14. During the entire term of this License, the Licensee shall not suffer, allow, or permit any income, profit, or emolument gross and net from any of its activities arising from, connected with, or in any manner associated with the use and employment by the LICENSEE of this License to enure, to be paid to, or delivered to the benefit of any members, private shareholder, or individual; and/or income, profit, gross and net, or other rights or benefits which shall arise from the use and employment of this LICENSEE shall be used solely, positively and exclusively to meet the necessary expenses or upkeep and operation of the activities of the LICENSEE as such, and not any members, shareholders, or individual.
15. The LICENSEE shall pay monthly to the City a fee of \$7.19 per hour for the use of the concession building by the 15th of each month. The payment will be made by PGF. The fee will be adjusted July 1st of each year by the San Francisco Consumer Price Index.
16. The LICENSEE shall obtain a non-profit business license from the City of Porterville prior to the commencement date of this license agreement.

17. The LICENSEE shall maintain Workers' Compensation Insurance for all its employees and volunteers who are in any way connected with the performance of LICENSEE'S concessionary interest to the extent as provided by law.
18. The LICENSEE shall maintain and keep adequate records of its sales from the Licensed premises and agrees to permit the CITY to examine said records on demand. In addition, the LICENSEE shall submit a completed "Monthly Concession Report" form to the City no later than the fifth day of the month following any month during which the LICENSEE conducted concession sales.
19. The LICENSEE shall have the right and privilege, provided it is not in default of the terms and provisions of the License, at the end of the term or sooner termination thereof, to remove from the Licensed premises all personal property belonging to the LICENSEE, together with their stocks, goods and wares and trade fixtures that LICENSEE may have installed, provided the same can be removed without material injury to the premises and the LICENSEE hereby acknowledges receipt of the premises in good condition and repair.
20. Notwithstanding any provision of this agreement to the contrary, this agreement may be terminated by either party, with or without cause, by giving the other party thirty (30) days written notice of termination. Notice shall be given by personal delivery or first class mail, return receipt requested.
21. Attorney Fees. If any litigation is commenced between the parties to the Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation to a reasonable sum as and for its attorney's fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.
22. Each party has participated fully in the review and revision of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

IN WITNESS whereof the parties have executed this License Agreement at Porterville, California, this 17th day of October, 2017.

CITY OF PORTERVILLE

PORTERVILLE GIRLS FASTPITCH

BY: _____
Milt Stowe, Mayor

BY: _____
President

ATTEST:

John D. Lollis, City Clerk

BY: Patrice Hildreth, Chief Deputy City Clerk

APPROVED AS TO FORM:

Julia M Lew, City Attorney



CITY COUNCIL AGENDA – OCTOBER 17, 2017

SUBJECT: Update to Out-of-State Travel - GreenPower Electric Transit Buses In-Plant Inspections

SOURCE: Public Works

COMMENT: On July 18, 2017, the City Council approved an out-of-state travel request to allow Field Services Shop Superintendent Russell Isom and Transit Manager Richard Tree to perform in-plant inspections of the GreenPower electric transit buses.

Staff reported that in-plant inspections were scheduled to be performed in Xiamen, China, as well as various other facilities within mainland China, from approximately September 9-15, 2017, and October 9-15, 2017. Staff also reported that a complete itinerary was expected to be finalized in the coming weeks.

On September 5, 2017, the City Council authorized staff to travel out-of-state from September 11-21, 2017 to perform in-plant inspections. Staff also reported that they will come back to Council with a travel itinerary for the second set of in-plant inspections after the completion of the first inspections.

Staff is happy to report that they have completed the first set of in-plant inspections and have been working with GreenPower to schedule the appropriate time to perform the remaining inspections in order to time the travel requests to coordinate with the real-time bus build schedule. At this time staff cannot finalize the actual dates to perform the inspections, but staff believes they have a good understanding of when the remaining inspections will be performed.

Staff is requesting authorization for out-of-state travel, for Mr. Isom and Mr. Tree, to perform the remaining four in-plant inspections during the following estimated dates and accompanying costs:

- a) In-plant inspection #2 - October 23, 2017 through October 29, 2017 (\$4,000)
- b) In-plant inspection #3 - November 27, 2017 through December 3, 2017 (\$4,000)
- c) In-plant inspection #4 - January 8, 2018 through January 14, 2018 (\$4,000)
- d) In-plant inspection #5 - February 19, 2018 through February 25, 2018 (\$4,000)

Travel and foreign per diem expenses for Mr. Isom and Mr. Tree to perform the

remaining four inspections are estimated at \$16,000 and there are sufficient funds in the Transit Budget for this expense. \$20,000 in Administrative funds have been programmed in the grant to reimburse the City for inspection expenses.

RECOMMENDATION: That the City Council approve an out-of-state travel request to allow Field Services Shop Superintendent Russell Isom and Transit Manager Richard Tree to perform in-plant inspections on GreenPower electric transit buses in Xiamen, China at an estimated cost of \$16,000 to be reimbursed by grant funds.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – OCTOBER 17, 2017

SUBJECT: Authorization of Street Closure for the City of Porterville Library's International Games Day

SOURCE: Parks and Leisure Services

COMMENT: The Library Division Celebrates the International Games Day Event annually to bring our community together to read, learn, and play. The Porterville City Library will join over a thousand libraries around the world during International Games Day as they transform their libraries with play. Like many other libraries across the country and around the world, the Porterville City Library will offer special gaming programs suitable for the whole family.

This year the event will be held November 18, at the central library facility at 41 West Thurman Avenue, and staff is requesting street closure from 9:00 a.m. to 6:00 p.m. of Thurman Avenue (in front of the library), between Hockett Street and Division Street.

RECOMMENDATION: That the City Council authorize the street closure of Thurman Avenue between Hockett Street and Division Street from 9:00 a.m. to 6:00 p.m. for the City of Porterville Library's International Games Day.

ATTACHMENTS:

1. InternalCommCivicEventForm
2. Internal Staff Comments

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

Internal Community Civic Event

(For events primarily sponsored and organized by City Departments)



Application Date: 10/4/2017 Event Date: 11/18/2017

Location of Event Porterville Library

Name of Event: International Games Day

Sponsoring Department: Park & Leisure dept - Library Division

Department Contact Sandi Farnsworth

Affiliated Organizations: _____

City Services Requested:

Barricades (Quantity)	<u>Yes</u>	4 Refuse Pickup:	<u>No</u>
Amplified Noise Permit	<u>Yes</u>	Police Assistance:	<u>No</u>
Parks Facility Application	<u>No</u>	Street Sweeping:	<u>No</u>
Assembly Permit	<u>No</u>		
Other:	<u>Request for street closure attached. Requesting to close off Thurman Avenue from Hockett to Division Street</u>		

Staff Comments (list special requirements or conditions for event):

Event will include one gaming trailer, staff will coordinate use of 2 barricades with Wendy from streets

Waivers to be filled out by all participants.

P&LS Director: _____

Public Works Director: _____

Community Dev. Director: _____

Field Services Manager: _____

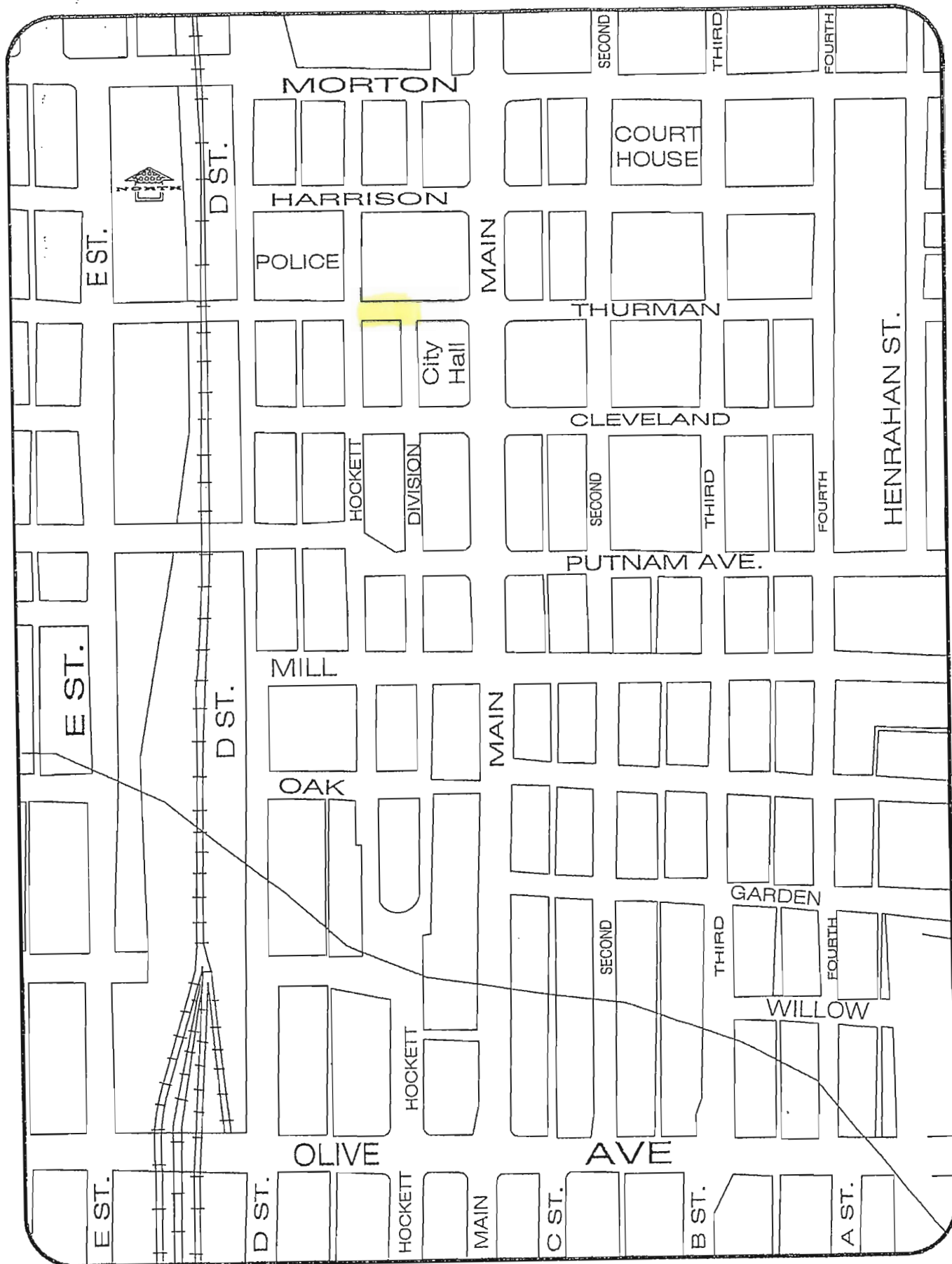
Fire Chief: _____

Police Chief: _____

Administrative Services Mgr.: _____

INTERNAL COMMUNITY CIVIC EVENT PROCEDURES

- 1 A Community Civic Event form must be filled out under the following conditions:
 - City streets, parking lot and/or sidewalk closure usage
 - Request to serve alcoholic beverages
- 2 Submit a copy of form to Risk Management Division 30 days prior to the event.
- 3 Distribute copy of form to all departments 30 days prior to the event.
- 4 List all organizations/individuals affiliated with the event.
- 5 Specify if food or product will be sold at the event.
- 6 Ascertain that all parties coincide with City and County Codes and Permits.



CITY OF PORTERVILLE

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

Name of event: INTERNATIONAL GAME DAY

Sponsoring organization: PORTERVILLE CITY LIBRARY

Event date: 11/18/17 Hours: 9am - 6pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

Street Name	From	To	Activity
THURMAN	HOCKETT	ALLEYWAY	IGD
Sidewalks	From	To	Activity
Parking lots and spaces	Location	Activity	

Requirements for Internal Civic Event
International Game Day Event
41 West Thurman Avenue
Saturday, November 18, 2017
9am to 6pm

Finance Director: M. Bemis	No Comments
Community Development Manager: J. Phillips	No Comments
Field Services Manager: M. Knight	Staff coordination of barricade requested.
Parks and Leisure Services Director: D. Moore	No Comments
Administrative Services Director: P. Hildreth	No Comments
Fire Chief D. LaPere	No Comments



CITY COUNCIL AGENDA – OCTOBER 17, 2017

SUBJECT: Intent to set Public Hearing for the Vacation of Easements - Summit Estates 2, Phase 1

SOURCE: Public Works

COMMENT: On October 9, 2017, the City received a request from James Winton & Associates to abandon the City of Porterville's blanket easement and storm drain easement that encumber the remainder Parcel 2 as shown on Parcel Map 42-48.

Summit Estates Two, Phase 1 is the development currently in progress, however in order for the Final Subdivision Map for the development to be processed, the subject easements must be vacated. The Summit Estates Two, Phase 1 development plans to construct residential homes where the storm drain reservoir and emergency access easements are located. As part of the development, the storm runoff that was collected by the reservoir being abandoned will be collected by the expansion of a drainage reservoir directly south of Heritage Court (east of the residential development). The development will provide new streets and the needed emergency access within and through the subject site.

Legal descriptions (Exhibit "A") and plats (Exhibit "B") illustrating the proposed easement vacations are attached for Council's reference. Vacating the easements will not affect other agencies or other utility companies. Neither AT&T, Charter Communications, Southern California Edison, nor Southern California Gas have existing utilities within this location. Staff trusts that there are no problems with any reversionary rights since these easements are in favor of the City of Porterville.

The City of Porterville has the rights to vacate the blanket easement and storm drain easement. The vacation process will be conducted per Section 8320, Part 3, Division 9, of the Streets and Highways Code of the State of California.

RECOMMENDATION: That the City Council:

1. Pass a resolution of intent to vacate the City of Porterville's blanket easement and storm drain easement on the site for Summit Estates Two, Phase 1;
2. Direct the City Clerk to publish the Public Notice in the Porterville Recorder; and
3. Set the Council meeting of November 7, 2017, as the time and place for a public hearing.

ATTACHMENTS:

1. Intent to Vacate Resolution
2. Easement Vacation Legal Description - Exhibit A
3. Exhibit B-1
4. Exhibit B-2
5. Development Site Map

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE OF
INTENTION TO VACATE THE CITY OF PORTERVILLE'S BLANKET EMERGENCY
ACCESS EASEMENT AND STORM DRAIN RESERVOIR EASEMENT FOR THE
SUMMIT ESTATES TWO, PHASE 1 DEVELOPMENT, LOCATED WITHIN
REMAINDER 2 OF SUMMIT ESTATES, PHASE 1.

SECTION 1: The Council of the City of Porterville, California, pursuant to Division 9, Part 3, Section 8320, of Streets and Highways Code of the State of California, does hereby resolve as follows, to-wit:

That it is the intention of the Council of the City of Porterville to vacate the City of Porterville's blanket emergency access easement and storm drain easement that encumbers the Remainder 2 as shown on Summit Estates, Phase 1 recorded in Book 42, page 48 of Maps located in the City of Porterville, County of Tulare, State of California.

SECTION 2: A map or plan of said easements intended to be vacated is on file in the office of the City Clerk of the City of Porterville, reference to which is hereby made.

SECTION 3: That the public convenience and necessity requires the reservation of easements and rights of way for structures enumerated in Section 8330 of the California Streets and Highways Code.

SECTION 4: Notice is further given that on Tuesday, the 7th day of November, 2017, at 7:00 p.m., or as soon thereafter as the matter can be heard, in the Council Chambers in the City Hall in the city of Porterville, at 291 North Main Street, is hereby fixed for the time and place for hearing any objections to the vacation, abandonment and closing to public use of said public rights of way.

PASSED, ADOPTED AND APPROVED this 17th day of October, 2017.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

Exhibit "A"

Legal Description

Parcel 1 – Ingress and Egress for Emergency Access Easement Vacation

That portion of land designated as Remainder 2 of Summit Estates, Phase One per map recorded in Book 42, page 48 of Maps in the Office of the County Recorder of Tulare County.

Parcel 2 – Storm Drain Reservoir Easement Vacation

That portion of Remainder 2 of Summit Estates, Phase One, per map recorded in Book 42, page 48 of Maps in the Office of the County Recorder of Tulare County, described as follows:

Beginning at a point in the East line of the Northwest quarter of Section 33, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, said point being North 00°32'34" East, 22.00 feet of the Southeast corner of said Northwest quarter;

Thence, South 89°54'18" West, 30.00 feet to a point in the West line of Mathew Street (60 feet wide) and being the TRUE POINT OF BEGINNING of the parcel to be described;

Thence; continuing, South 89°54'18" West, 148.12 feet;

Thence, North 45°06'42" West, 120.90 feet;

Thence, North 51°57'15" West, 91.18 feet;

Thence, North 39°12'16" West, 45.24 feet;

Thence, North 02°09'27" East, 36.97 feet;

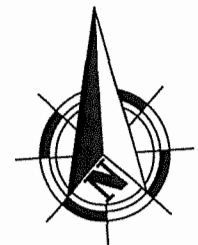
Thence, North 39°56'22" East, 52.22 feet;

Thence, North 76°03'57" East, 52.36 feet;

Thence, North 89°37'58" East, 250.97 feet to a point in said West line of Mathew Street;

Thence, South 00°32'34" West, 267.54 feet to the TRUE POINT OF BEGINNING.

END OF DESCRIPTION



NO SCALE

CITY OF PORTERVILLE**ENGINEERING DIVISION**

291 NORTH MAIN STREET
PORTERVILLE, CA. 93257
(559) 782-7462

REMAINDER 2 OF SUMMIT
ESTATES, PHASE ONE PER MAP
RECORDED IN BOOK 42, PAGE 48
OF MAPS LOCATED IN THE EAST
HALF OF SECTION 33, T 21 S, R
27 E, M.D.B.&M., T.C.R.

OWNER	CITY OF PORTERVILLE
APN	
AREA	
ACRES	
SCALE	NO SCALE
DATE	10/11/2017
DRAWN BY	CAL
CHECKED BY	VS

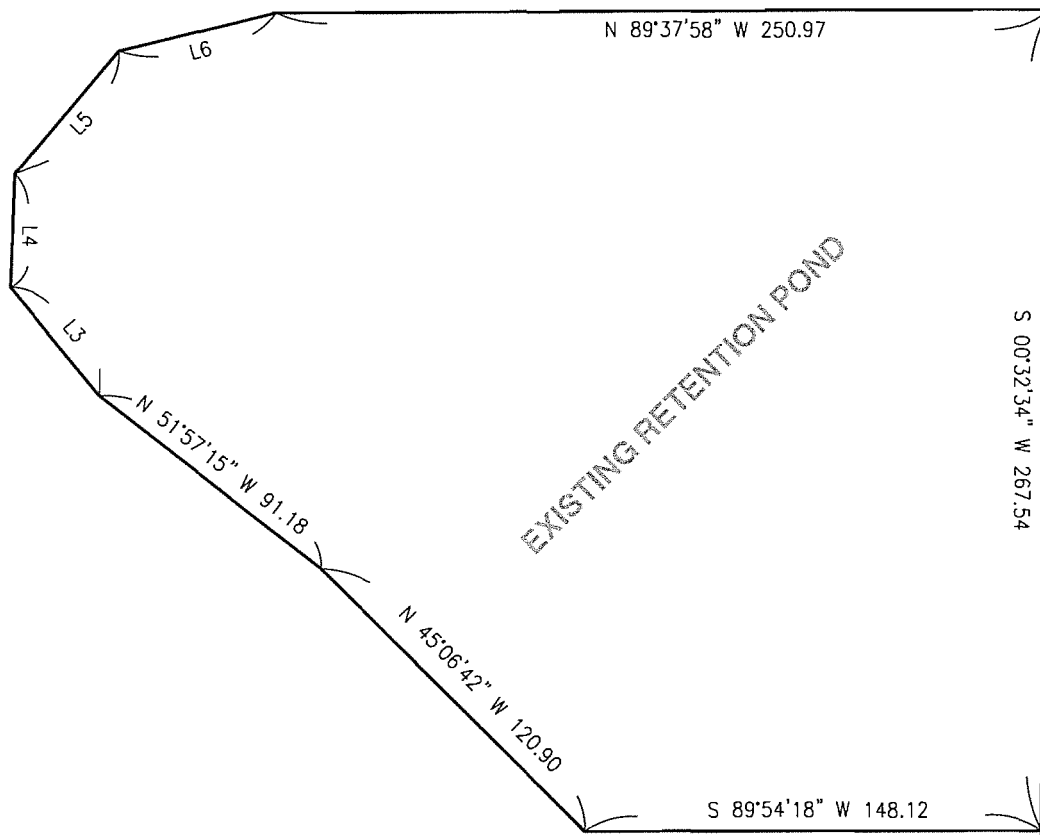
SUMMIT
ESTATES
PHASE ONE
R.M. 42-48

REMAINDER 2

MONTE CT.

MATHEW ST.

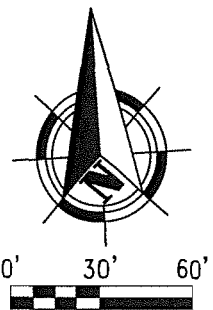
HERITAGE CT.



LINE TABLE

L1	N 00°32'34" E	22.00
L2	S 89°54'18" W	30.00
L3	N 39°12'16" E	45.24
L4	N 02°09'27" E	36.97
L5	N 39°56'22" E	52.22
L6	N 76°03'57" E	52.36

THE SOUTHEAST CORNER OF THE NORTHWEST
QUARTER OF SECTION 33-21/27



SCALE: 1" = 60'

CITY OF PORTERVILLE

ENGINEERING DIVISION

291 NORTH MAIN STREET
PORTERVILLE, CA. 93257
(559) 782-7462

THAT PORTION OF REMAINDER 2 OF
SUMMIT ESTATES, PHASE ONE, PER
MAP RECORDED IN BOOK 42, PAGE 48
OF MAPS LOCATED IN A PORTION OF
THE EAST HALF OF SECTION 33, T. 21
S., R. 27 E., M.D.B.&M., T.C.R.

OWNER	CITY OF PORTERVILLE
APN	
AREA	
ACRES	
SCALE	1" = 60'-0"
DATE	10/11/2017
DRAWN BY	CAL
CHECKED BY	VS

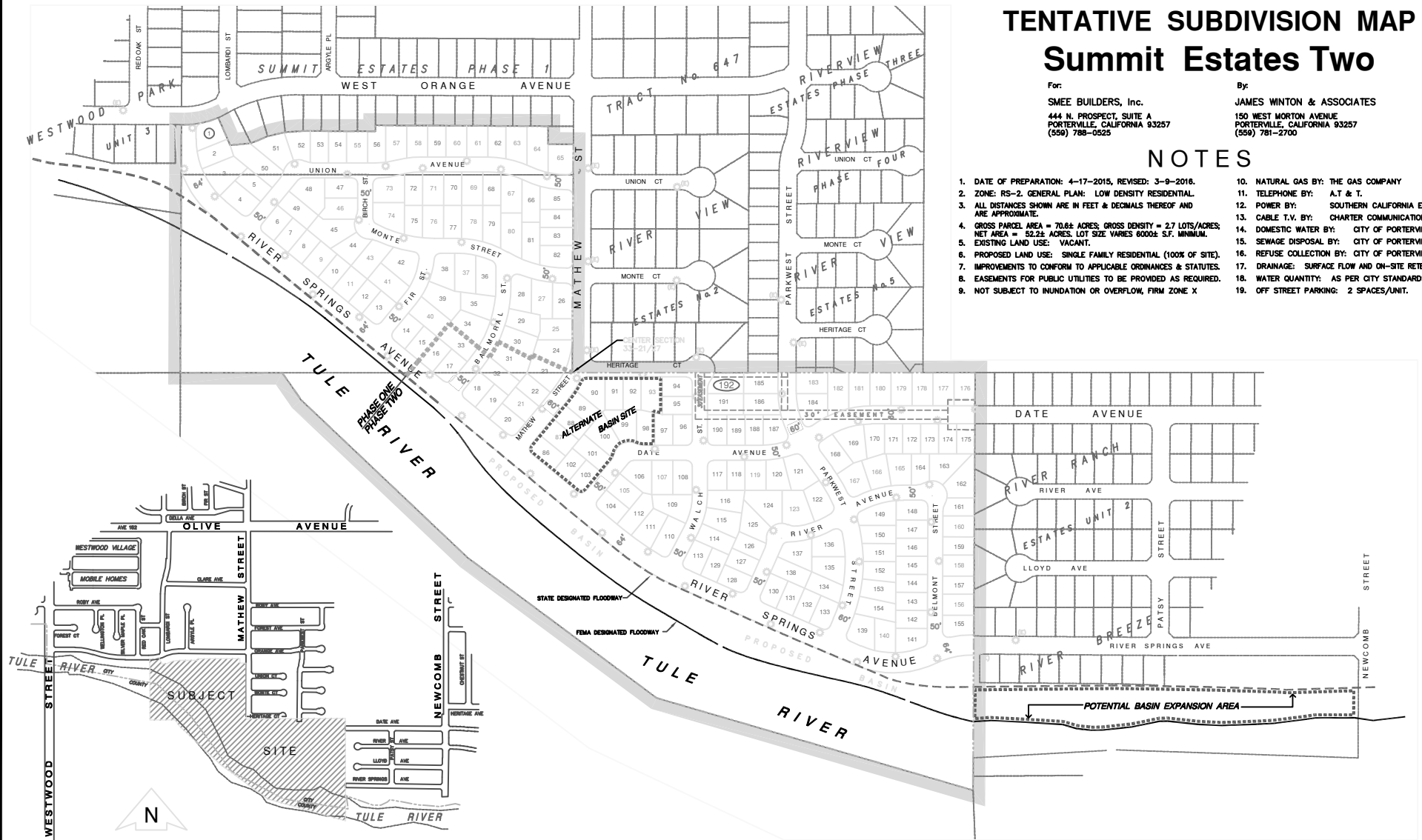
TENTATIVE SUBDIVISION MAP Summit Estates Two

For:
SMEE BUILDERS, Inc.
444 N. PROSPECT, SUITE A
PORTERVILLE, CALIFORNIA 93257
(559) 788-0525

By:
JAMES WINTON & ASSOCIATES
150 WEST MORTON AVENUE
PORTERVILLE, CALIFORNIA 93257
(559) 781-2700

NOTES

1. DATE OF PREPARATION: 4-17-2015, REVISED: 3-9-2016.
2. ZONE: RS-2. GENERAL PLAN: LOW DENSITY RESIDENTIAL.
3. ALL DISTANCES SHOWN ARE IN FEET & DECIMALS THEREOF AND ARE APPROXIMATE.
4. GROSS PARCEL AREA = 70.8± ACRES; GROSS DENSITY = 2.7 LOTS/ACRES; NET AREA = 52.2± ACRES; LOT SIZE VARIES 8000± S.F. MINIMUM.
5. EXISTING LAND USE: VACANT.
6. PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL (100% OF SITE).
7. IMPROVEMENTS TO CONFORM TO APPLICABLE ORDINANCES & STATUTES.
8. EASEMENTS FOR PUBLIC UTILITIES TO BE PROVIDED AS REQUIRED.
9. NOT SUBJECT TO INUNDATION OR OVERFLOW, FIRM ZONE X
10. NATURAL GAS BY: THE GAS COMPANY
11. TELEPHONE BY: A.T. & T.
12. POWER BY: SOUTHERN CALIFORNIA EDISON CO.
13. CABLE T.V. BY: CHARTER COMMUNICATIONS
14. DOMESTIC WATER BY: CITY OF PORTERVILLE
15. SEWAGE DISPOSAL BY: CITY OF PORTERVILLE
16. REFUSE COLLECTION BY: CITY OF PORTERVILLE
17. DRAINAGE: SURFACE FLOW AND ON-SITE RETENTION
18. WATER QUANTITY: AS PER CITY STANDARDS.
19. OFF STREET PARKING: 2 SPACES/UNIT.

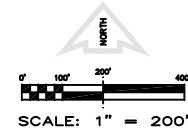


LEGEND

- PROPERTY BOUNDARY
- EXISTING STREET LIGHT
- PROPOSED STREET LIGHT

LOCATION MAP

NOT TO SCALE





CITY COUNCIL AGENDA – OCTOBER 17, 2017

SUBJECT: Resolution Authorizing and Approving the Purchase and Sale Agreement with CZEM Partners LLC, JLH Properties LLC, and the Tolliday Family Trust for Property Along Poplar Avenue, South and Adjacent to APN 260-300-028 and APN 260-300-029

SOURCE: Community Development

COMMENT: On July 10, 2017, Mr. John Hale of JLH Properties LLC, an authorized agent of CZEM Partners LLC, contacted City staff, requesting the purchase of the excess land from the abandoned Poplar Avenue right of way, located adjacent to State Route 190 and Jaye Street. Section 16.05.05.00 of the Caltrans Manual outlines the process of a direct sale of excess land to the adjoining property owners. The finding was met that the direct sale to adjoining owner (CZEM Partners LLC), without calling for competitive bids, of small, odd-shaped, fee-owned parcels incapable of independent development and having a higher and better use as part of the adjoining property or, if sold to other than the adjoining owner, would cause an undue or unfair hardship in the normal development or operation of such adjoining owner's property.

On September 6, 2017, a Letter of Intent was signed by Mr. Hale and the City of Porterville for the sale of the 15,409.63 square feet of abandoned right of way for \$25,000.

RECOMMENDATION: That the City Council adopt a resolution for the sale of excess land and authorize the Mayor and City Manager to sign all necessary documents to complete the sale of the property.

ATTACHMENTS:

1. Draft Resolution
2. Property Map

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____ - 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING AND AUTHORIZING THE PURCHASE AGREEMENT WITH CZEM
PARTNERS LLC, JLH PROPERTIES LLC, AND THE TOLLADAY FAMILY TRUST

WHEREAS, City staff has negotiated an agreement for the sale of the Property attached as Exhibit A, which terms and conditions are set forth in the Purchase Agreement (“Agreement”) attached as Exhibit B.

WHEREAS, on October 17, 2017, the City Council made the following finding that in accordance with CalTrans Right of Manual 16.05.05.00, the direct sale to adjoining owner, without calling for competitive bids, of small, odd-shaped, fee-owned parcels incapable of independent development and having a higher and better use as part of the adjoining property or, if sold to other than the adjoining owner, would cause an undue or unfair hardship in the normal development or operation of such adjoining owner’s property.

NOW THEREFORE, BE IT RESOLVED:

Section 1. That the above recital is true and correct and incorporated herein.

Section 2. That the Agreement, attached as Exhibit B, is hereby approved.

Section 3. That the City Council authorized the Mayor to sign the Agreement on behalf of the City.

Section 4. That the City Council authorizes and directs the Mayor and City Manager to sign such other and further documents, including but not limited to escrow instructions, and take such other, and further actions, as may be necessary and proper to carry out the terms of the Agreement.

PASSED, APPROVED AND ADOPTED this 17th day of October, 2017.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

BY _____
Patrice Hildreth, Chief Deputy City Clerk

APN 260-300-016

EXHIBIT “A”
LEGAL DESCRIPTION

That portion of Poplar Avenue shown on that certain unrecorded State Highway Map dated February 1965 on file at the Tulare County Surveyor's Office, situated in the Southeast Quarter of Section 35, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, more particularly described as follows:

COMMENCING AT the South quarter corner of said Section 35;

THENCE, North 13° 56' 21" East, 267.89 feet, to a point in the northerly right of way line of State Highway 190 as shown on said unrecorded State Highway Map dated February 1965 on file at the Tulare County Surveyor's Office, said point also being the **POINT OF BEGINNING**;

THENCE, South 81° 04' 48" East, along said northerly right of way line, 282.10 feet, to a point in a non-tangent curve, concaved easterly, having a radius of 50.00 feet, a radial bearing through said point bears North 77° 54' 50" West;

THENCE, southerly and southeasterly along said curve through a central angle of 67° 57' 31", an arc length of 59.31 feet to a point in the south right of way line of Poplar Avenue;

THENCE, North 81° 04' 48" West, along the south right of way line of Poplar Avenue, 132.25 feet;

THENCE, North 87° 35' 15" West, continuing along said south right of way line, 170.47 feet;

THENCE, North 01° 12' 57" East, 67.94 feet, to the **POINT OF BEGINNING**.

CONTAINING 15409.63 square feet (0.354 acres), more or less.

BASIS OF BEARINGS for the parcel described herein is the south line of the Southeast quarter of Section 35, Township 21 South, Range 27 East taken to be North 89° 49' 16" West as shown on that certain unrecorded State Highway Map dated February 1965 on file at the Tulare County Surveyor's Office.

End of Description

This legal description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: Michael K. Reed
Licensed Land Surveyor

Date: 5-3-2007



PROPERTY PLAT

EXHIBIT "B"



City of Porterville

291 N. MAIN ST.
PORTERVILLE, CA. 93257
559 7827462

That portion of Poplar Ave. shown on that certain unrecorded State Highway Map dated February 1965 on file at the Tulare County Surveyor's Office, situated in the Southeast Quarter of Section 35, Township 21 South, Range 27 East, Mount Diablo Base and Meridian.

OWNER: **CITY OF PORTERVILLE**

APN: 260-300-017
AREA: 15,409.63 S.F.
ACRES: 0.354 AC.

DRAWN BY TJ
CHCK BY MKR

PURCHASE AGREEMENT
(Porterville, California)

THIS AGREEMENT is made and entered into as of last date of execution set forth on the signature page (the “Effective Date”), by and between the **CZEM Partners LLC, JLH Properties LLC, and the Mike and Anna Tolladay Family Trust**, as Tenants in Common, (“Buyers”), and **CITY OF PORTERVILLE**, a California municipal corporation (the “Seller”).

RECITALS

A. Seller is the owner in fee simple of approximately 15,409.63 square feet in the City of Porterville, County of Tulare, and State of California. The legal property description is attached hereto as Exhibit A.

B. Buyer desires to purchase such property (the “Property”) and Seller desires to sell such property on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

I
PURCHASE AND SALE

1.1 Sale and Purchase. Buyer hereby agrees to acquire and purchase from Seller and Seller hereby agrees to sell and convey to Buyer that certain real property located in the City of Porterville, County of Tulare, California, described above, together with all rights, privileges and easements appurtenant thereto including all minerals, oil, gas and other hydrocarbon substances thereon including water, water rights, water stock, development, and air rights.

1.2 Purchase Price. The purchase price (the “Purchase Price”) of the property shall be the sum of \$25,000.00.

1.3 Payment of Purchase Price. The Purchase Price shall be payable as follows: Prior to the Closing (as defined below) Buyer shall make a deposit with Escrow Holder (as defined below) an amount equal to the Purchase Price and any adjustments as a result of any applicable prorations as described below to be held by Escrow Holder pursuant to Article III below until close of Escrow.

II
CONDITIONS TO CLOSING; ACTIONS PENDING CLOSING

2.1 At the Closing (as defined below), Seller shall convey to Buyer marketable fee simple title to the Property, by duly executed and acknowledged grant deed (the “Grant Deed”). Evidence of delivery of marketable fee simple title shall be the issuance of a CLTA Standard Coverage Policy of Title Insurance (1973) (the “Owner’s Policy”), at Buyer’s sole cost and expense, in the full amount of the Purchase Price by First American Title Company (the “Title Company”), insuring fee simple title to the Property in Buyer, subject only to the exceptions set

forth in the report of title. Buyer, for Buyer's benefit and at Buyer's election, may elect to require Title Insurer to provide an ALTA policy of title insurance. If Buyer so elects, the additional cost of the ALTA policy (over the cost of a CLTA standard policy) as well as the cost of a current ALTA survey required by the Title insurer, if any, and the cost of any additional endorsements that Buyer may elect shall be paid by the Buyer. Seller shall cause all monetary liens and mortgages recorded against the Property to be removed as a lien against the Property as of the Closing Date. In addition to the condition precedent set forth in Section 2.1, the Closing and Buyer's obligation to perform hereunder are conditioned upon the fulfillment of each and all of the following, any of which Buyer may waive in whole or in part:

2.1.1. Within 5 days of receipt, Buyer's review and approval/disapproval or waiver of a Preliminary Title Report.

2.1.2. Performance by Seller of all of its obligations hereunder and the truthfulness of each representation and warranty by Seller contained in this Agreement at the time the same is made and at the Closing Date.

2.1.3. The commitment of and ability to issue by Title Company a CLTA Standard Coverage Policy of Title Insurance (Or ALTA policy as noted above, at Buyer's election), dated as of the Closing Date, with liability in the amount of the Purchase Price, showing title to the Property vested in Buyer, subject only to the Permitted Exceptions (the "Owner's Policy").

2.1.4. That no moratorium, statute, regulation, ordinance or federal, state, county or local legislation, or order, judgment, ruling or decree of any governmental agency or of any court is enacted, adopted, issued, entered or pending which would materially and adversely affect the ability of Seller to convey the Property to Buyer.

2.1.5 Within 30 days from the date of Opening Escrow, Buyer's inspection of the Property that Buyer may reasonably require, and Buyer's review and approval/disapproval or waiver of the results of same.

2.1.6 Buyer's application and receipt from the City of a Lot Line Adjustment, at Buyer's expense, which will allow commercial development that includes the Property.

III ESCROW INSTRUCTIONS

3.1 Opening of Escrow.

3.1.1 Concurrently with the execution of this Agreement, an escrow (the "Escrow") shall be opened by both parties with First American Title, Ann Kay, California, ("Escrow Holder").

3.1.2 The terms and conditions set forth in this Agreement shall constitute both an agreement between the parties hereto and escrow instructions for the Escrow Holder. If the Escrow Holder requires separate or additional escrow instructions, both parties agree to execute promptly and deliver to the Escrow Holder, after request for same from Escrow Holder, such separate or additional escrow instructions (the "Additional Instructions"). In the event of any

conflict or inconsistency between this Agreement and the Additional Instructions, this Agreement shall prevail and govern as the Additional Instructions shall so provide. The Additional Instructions shall not modify or amend the provision of this Agreement unless otherwise expressly set forth by mutual consent of Buyer and Seller. "Opening of Escrow", as used herein, shall mean the delivery of a fully executed copy, or counterparts, of this Agreement to Escrow Holder and acceptance thereof by Escrow Holder, and escrow shall be deemed opened as of the date of such delivery and acceptance. "Closing", as used herein, shall mean when the conditions of Section 3.5 below are completed as set forth therein.

3.1.3 Not later than three (3) business days after the Opening of Escrow, Buyer shall deposit Twenty Five Thousand and No/100 dollars (\$25,000.00) with the Escrow Holder as a good faith deposit ("Deposit.") The Deposit shall be applied to the purchase price. The Closing shall be held not later than five (5) calendar days after the Buyer has approved or waived all of Buyer's conditions Precedent above (the "Closing Date"). Buyer and Seller may change the Closing Date by joint written notice to Escrow Holder. Escrow Holder is hereby directed to hold the closing on the Closing Date if it has received in a timely manner all the materials required to be delivered into Escrow by Buyer and Seller, and it has received a commitment from the Title Company to insurance title to the Property subject only to the Permitted Exceptions.

3.2 Prior to the Closing Date, Seller shall deposit the Grant Deed with Escrow Holder.

3.3 Prior to the Closing Date, Buyer shall deposit with Escrow Holder funds in accordance with the provisions of Article I above, and the Escrow fee. Other costs not otherwise designated as a particular party's responsibility shall be paid by Seller and Buyer as per custom in the county in which the Property is located. Buyer and Seller shall each be responsible for their own attorney's fees. Buyer shall be responsible for the cost of any inspections of the Property.

3.4 Seller and Buyer shall each deposit with Escrow Holder prior to the Closing Date fully executed and acknowledged copies of such instruments and such additional funds as are reasonably required by the Escrow Holder or otherwise required to close the Escrow and consummate the sale and purchase of the Property in accordance with the terms hereof, including, but not limited to, the settlement statement/statement of sources and uses identifying the funds deposited with Escrow Holder and the payee(s) of such funds. Buyer may waive compliance on Seller's part under any of the items being provided by Seller (except the Grant Deed) by an instrument in writing.

3.5 Closing of Escrow. When Escrow is in the condition to close required by the Agreement, Escrow Holder shall do the following:

3.5.1 Deliver to Buyer the Grant Deed by depositing the same with the County Recorder of the County of Tulare, California, with instructions to record the same. When such Grant Deed has been accepted for recordation and a conformed copy with the recording information is returned to Escrow Holder, Escrow Holder shall mail the same to Buyer along with the Owner's Policy; and

3.5.2 Deliver to Seller funds in the amount of the Purchase Price, less or plus the net debit or credit to Seller by reason of the prorations and allocation of expenses herein provided.

3.6 Escrow Charges.

3.6.1 Closing Costs Borne by Buyer. Buyer shall bear and Escrow Holder shall discharge on Buyer's behalf out of the sums deposited by Buyer all costs and expenses associated with the Owner's Policy, the documentary transfer tax, if any, required in connection with the transfer of the Property to Buyer, the fee for recordation of the Grant Deed, the Escrow Holder's fee and any additional charges customarily charged to buyers in accordance with common escrow practices in Tulare County.

3.6.2 Closing Costs Borne by Seller. Seller shall bear and Escrow Holder shall discharge on Seller's behalf out of the sums payable to Seller hereunder less any additional costs and charges customarily charged to sellers in accordance with common escrow practices in Tulare County.

3.7 Prorations. Escrow Holder shall prorate real estate taxes as of the Closing on the basis of the most recent tax statement for the Property. Prorations shall be as of 12:01 a.m. on the Closing Date on the basis of a 365 day year.

3.8 Miscellaneous Escrow Instructions.

3.8.1 Time is of the essence of these Escrow Instructions and this Purchase Agreement.

3.8.2 All notices or other communications required or permitted hereunder shall be in writing, and may be personally delivered or sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To Seller:

City of Porterville
291 N. Main Street
Porterville, CA 93257
Attn: City Clerk

To Buyer:

John S. Hale
JLH Properties LLC
2200 Pine Street
Bakersfield, CA 93301

subject to the right of a party to designate a different address for itself by notice similarly given. Any notice so given by United States mail shall be deemed to have been given on the second business day after the same is deposited in the United States mail as above provided. Any notice not so given by registered or certified mail shall be deemed given upon receipt of the same by the party to whom the same is given.

3.8.3 Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such terms, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right of power at any other time or times by any party hereto.

3.9 If the Escrow Holder is not in a position to consummate the Closing on the Closing Date, it shall close as soon thereafter as possible.

3.10 Possession of the Property shall be delivered to Buyer upon Closing.

IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby makes the following representations and warranties to and agreements with Buyer, which are true as of the date hereof, which shall be true as of the Closing, which are not intended to replace or limit in any manner any express or implied warranty provided under the applicable law and which, except to the extent they relate to events or circumstances occurring or arising after the Closing, shall survive the Closing. Buyer shall be entitled to rely upon said representations and warranties notwithstanding Buyer's inspections and investigations:

4.1 As of the Closing, to the best knowledge, information and belief of Seller, there shall be no liens, easements, licenses, leases or tenancies of any type on the Property or any portion of the Property.

4.2 To the best knowledge, information and belief of Seller, there are no liens or encumbrances against the Property for work performed or commenced, or material supplied with respect to the Property nor can there be claimed against the Property any such lien.

4.3 This Agreement when executed by Seller, shall have been duly and properly executed, is a valid obligation of Seller and is binding upon Seller in accordance with its terms.

4.4 After the date of this Agreement, Seller shall not undertake any work on the Property which may result in the creation of a mechanic's lien on the Property or any portion of this Property.

4.5 Seller has no knowledge of any adverse geological or soil or environmental condition affecting the Property.

4.6 Subject to the specific representations of Seller being true and correct in all material respects, it is understood and agreed that the Property has been inspected by Buyer, or Buyer's duly authorized agents, that the same is being purchased as a result of such inspection and not in reliance upon any representations, inducements or promises, either oral or written, made by Seller, Seller's agent or any other person or party whomsoever, including, but not limited to, the fitness of the Property for any specific use, and Seller and Seller's agents shall not be responsible or liable for any agreement, condition or stipulation not specifically set forth in this Agreement relating to or affecting the Property. Seller has not made and will not make any other representations or warranties of any kind or nature with respect to the Property. Buyer acknowledges that it is fully familiar with the condition of the Property, and that, except as otherwise expressly set forth in this Agreement, the Property will be purchased by Buyer "as is" and not in reliance on any representation or warranty made by Seller or any agent of Seller as to the condition thereof; and Buyer further acknowledges that neither Seller, Seller's agent nor any party acting on behalf of Seller has made or shall be deemed to have made any such representation or warranty, express or implied. The provisions of this Paragraph will survive the termination of or completion of Closing under this Agreement.

V

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby makes the following representations and warranties to and agreements with Seller, which are true as of the date hereof, which shall be true as of the Closing, which are not intended to replace or limit in any manner any express or implied warranty provided under the applicable law and which, except to the extent they relate to events or circumstances occurring or arising after the Closing, shall survive the Closing. Seller shall be entitled to rely upon said representations and warranties:

5.1 This Agreement when executed by Buyer, shall have been duly and properly executed, is a valid obligation of Buyer and is binding upon Buyer in accordance with its terms. Buyer has taken all necessary action under California law, Buyer's corporate charter and otherwise to duly authorize the execution of this Agreement and the consummation of Buyer's obligations hereunder.

5.2 Buyer has the necessary funds, ready and available, to pay the Purchase Price and complete Closing under this Agreement in accordance with the specific terms hereof.

VI

MISCELLANEOUS PROVISIONS

6.1 Legal Fees. In the event that an action shall be instituted by either party hereto for the enforcement of any of its rights or remedies in or under this Agreement, the party in whose favor judgment shall be rendered therein shall be entitled to recover from the other party all costs and expenses incurred by said prevailing party in said action, including reasonable attorney's fees as fixed by the court therein.

6.2 Representations of Authority. Each party and each individual executing this Agreement on behalf of each party represents and warrants to the other party that the party and each such

individual has full power and authority to execute and deliver this Agreement in the manner contemplated hereby and that this Agreement is binding upon the party in accordance with its terms.

6.3 Brokers. Each party represents and warrants to the other party that it has not hired, retained or dealt with any real estate broker, firm or salesman in connection with the transaction contemplated by this Agreement, although it is acknowledged that John S. Hale is a licensed California Real Estate Agent and is acting as principle in this transaction. To the fullest extent permitted by law, Buyer shall defend, indemnify and hold Seller harmless from and against any and all claims for brokerage fees or other commissions which may at any time be asserted against Seller founded upon a claim that the aforesaid representation and warranty of Buyer is untrue, together with any and all losses, damages, costs and expenses (including reasonable attorney's fees and disbursements) relating to such claims or arising therefrom or incurred by the Seller in connection with the enforcement of this indemnification provision. The provisions of this paragraph shall survive the Closing and any termination of this Agreement.

6.4 Entire Agreement. This Agreement contains the entire integrated agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the same respecting such matters. With that regard, Buyer specifically acknowledges that it has not received any promises, representations or assurances from Seller or any of Seller's agents or employees which are not contained herein. No addition or modification of any term or provision hereof shall be effective unless set forth in writing, signed by both Seller and Buyer.

6.5 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent to be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

6.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

6.7 Further Assurances. Each party hereby agrees that it shall, upon request of the other, execute and deliver such further documents (in form and substance reasonably acceptable to the party to be charged) and do such other acts and things as are reasonably necessary and appropriate to effectuate the terms and conditions of this agreement, without cost, including (without limitation) the execution and delivery of such documents, and the doing of such acts or things as may be required to satisfy the requirements of the Title Company to issue title insurance in accordance with this Agreement and for Buyer to fully and adequately perform its investigations of the Property. Seller hereby grants to Buyer, its agents and employees, the right and license to go on to the Property for the purpose of performing any activity necessary or appropriate to the satisfaction of the conditions of this Agreement or to Buyer's performance of its duties, obligations and responsibilities hereunder; provided, however, that Seller shall have the right to have one or more of its agents or representatives accompany Buyer, or Buyer's agents and employees, while on the Property.

6.8 Heirs and Assignment. This agreement shall bind and inure to the benefit of the heirs, executors, successors, or assigns of Buyer or any other person or firm that may now be or hereafter an owner of the real property or any part thereof, set forth in Exhibit A of this agreement.

6.9 Venue. The parties agree that this agreement is entered into and to be performed in the County of Tulare, State of California. Buyer hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

6.10 Ambiguities. Each party and its legal counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

(Signatures are on next page)

SELLER:

CITY OF PORTERVILLE

By: _____
Milt Stowe, Mayor

Date: _____

ATTEST:

By: _____
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: _____
Julia M. Lew, City Attorney

BUYER:

JLH PROPERTIES LLC

By: _____
John S. Hale
Title: President

CZEM PARTNERS LLC, a California limited liability company

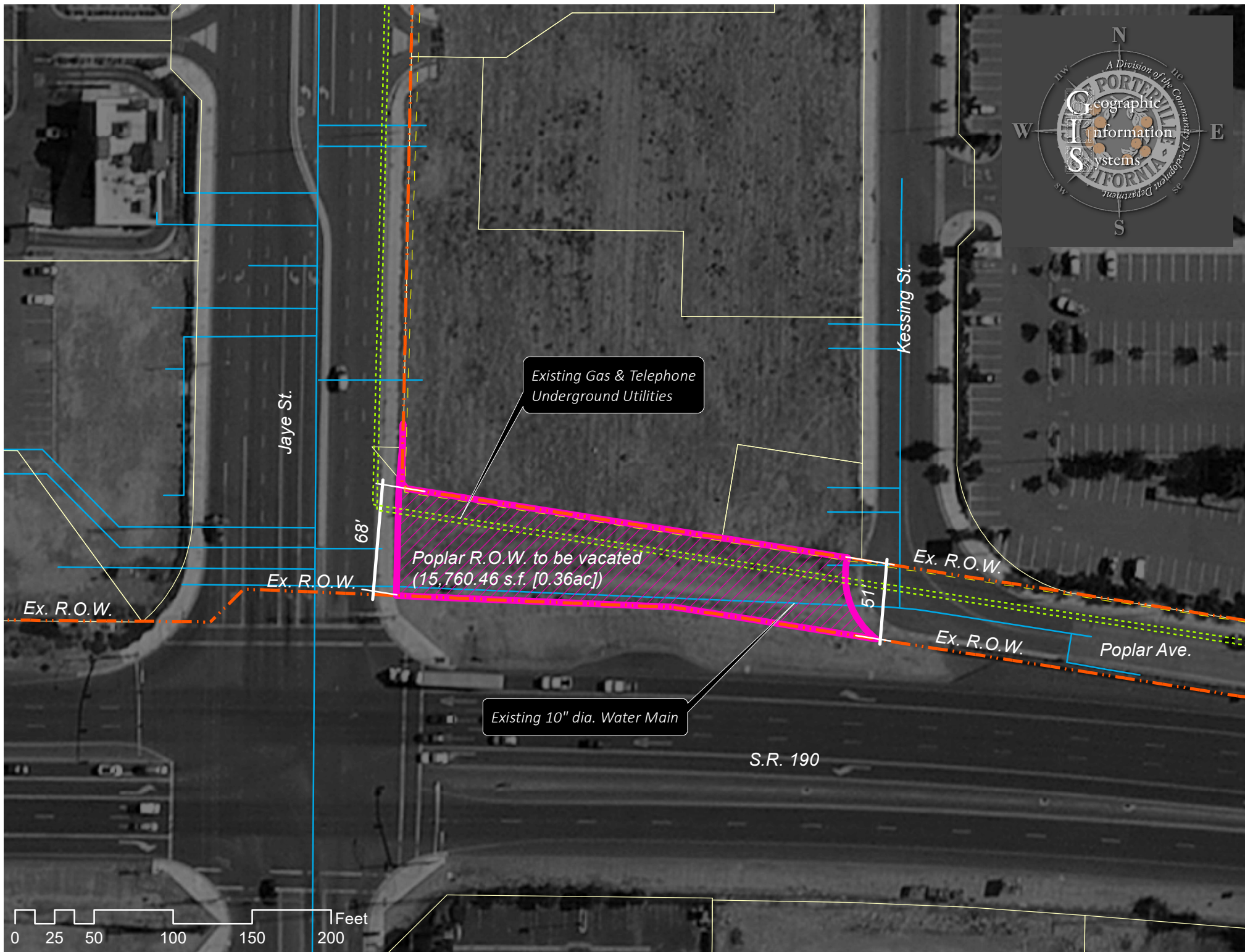
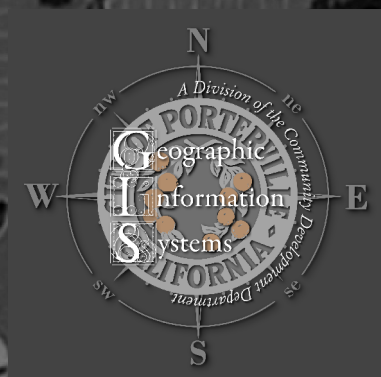
By: Aztec Mustang LLC, a California limited liability company
Its Managing Member

By: _____
David W. Mossman
Its Managing Member

MIKE AND ANNA TOLLADAY FAMILY TRUST

By: _____
Title: Trustee

By: _____
Title: Trustee



Jaye St.

Kessing St.

Poplar R.O.W. to be vacated
(15,760.46 s.f. [0.36ac])

Existing 10" dia. Water Main

Existing Gas & Telephone
Underground Utilities

Ex. R.O.W.

Ex. R.O.W.

Ex. R.O.W.

Poplar Ave.

S.R. 190





CITY COUNCIL AGENDA – OCTOBER 17, 2017

SUBJECT: Request for Proclamation - The Porterville Elks Lodge #1342 - 100th Anniversary

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved, and affirmed the process at its meeting on February 21, 2017. The new process requires that all proclamations must be sponsored by one Council Member, after which the request is then placed on the Council's agenda for consideration and approval by a majority of the Council.

The Porterville Elks Lodge #1342 has requested that the Council consider approval of a proclamation in recognition of its 100 year anniversary. Council Member Hamilton is sponsoring this proclamation request.

RECOMMENDATION: That the City Council consider approval of the request for a proclamation in recognition of the 100 year anniversary of Porterville Elks Lodge #1342.

ATTACHMENTS: 1. The Porterville Elks Lodge #1342 - 100th Anniversary

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville
REQUEST FOR PROCLAMATION

Date of Request: 9-29-17
Name of Event/Individual: Porterville Elks Lodge #1342 Centennial
i.e. "Porterville Tourism Week", "Mr. John Doe"
Name of Sponsoring Organization: Porterville Elks Lodge #1342
Name of Contact Person: Jeff McLaughlin
Address: 386 North Main Street Porterville CA 93257
Phone: 559-784-1342 FAX: 559-784-4817
E-mail: secpvillelodge1342@att.net
I would like the proclamation: ☐ presented at a Council Mtg. ☒ mailed ☒ call for pick-up
Date(s) of Event: October 21 2017
Date of Council Meeting to be presented, if applicable: _____
(Council meets 1st and 3rd Tuesdays of each month.)
Individual or representative attending Council Meeting to receive proclamation: _____

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. If assistance is needed, or if you need a sample provided, or to return this form, contact:

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

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council. Please see the attached language regarding the process and timelines for submittal.

City Clerk's Section

Request Received: 10/2/17 Sponsored by: Hamilton Date: 10/2/17
Approved by Council: yes ☐ no ☐ Date: _____
Notification to Contact person done (date): _____ in writing ☐ by phone ☐
Items (s) ☐ mailed _____ ☐ faxed _____ ☐ picked up _____
Comment: _____

Porterville Elks Lodge #1342

WHEREAS: The Porterville Elks Lodge No. 1342 of the Benevolent and Protective Order of Elks, a local nonprofit organization, will celebrate its one hundredth anniversary on October 21, 2017; and

WHEREAS: Organized by John Fuller and chartered in 1917, the Porterville Elks Lodge No. 1342 held its first organization meeting in the Pioneer Hotel; and

WHEREAS: Following the completion of the construction of the Elks Lodge building in 1923 it was immediately recognized as an architectural landmark and later was registered as a historical building; and

WEHREAS: The Porterville Elks Lodge has aided the community of Porterville over the course of the past 100 years. Porterville Elks Lodge No. 1342 and its members have raised thousands of dollars to support their community and surrounding areas. The members continue to strive to provide informative and personal resources to Veterans as well as children facing various challenges and;

WHEREAS: More recently the Porterville Elks Lodge No. 1342 partners with the Central California Blood Center to host blood drives several times per year. The Porterville Elks Lodge No. 1342 also raised funds for the victims of Hurricane Harvey then immediately prepared meals and served them to evacuees after the Pier Fire of 2017, with the assistance of the American Red Cross.

WHEREAS: The Porterville Elks Lodge No. 1342 has played a vital role in improving the overall wellbeing of the community of Porterville through its contributions of hard work, fundraising and, dedication to community service.



CITY COUNCIL AGENDA – OCTOBER 17, 2017

SUBJECT: Budget Adjustment/Citizens' Option for Public Safety (COPS) Funding

SOURCE: Police

COMMENT: For many years, the City of Porterville has annually received funding from the State of California through the Citizens' Option for Public Safety (COPS) Grant Program. The City of Porterville is again slated to receive \$100,000 for Fiscal Year 2017/2018, and a public hearing on the intent of the expenditures is required.

In the past, the Police Department has used these funds in support of personnel assigned to the Department's Patrol Division, including all necessary training, equipment, and overtime costs; and it is the intent to do so again. The expenditure of these funds in this manner is in proper adherence to the requirements as specified in Assembly Bill 3229.

RECOMMENDATION: That the City Council:

1. Conduct the public hearing to receive public comment;
2. Authorize use of these funds to offset costs for personnel assigned to the department's Patrol Division, including necessary training, equipment, and overtime costs; and
3. Adopt the draft resolution approving a budget adjustment increasing the Police Department's Special Safety Grants-Citizen's Option for Public Safety (COPS) budget by \$100,000 to support said costs.

ATTACHMENTS: 1. COPS Funding Resolution

Appropriated/Funded: MB

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____-2017

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE ACCEPTING CITIZENS' OPTION FOR
PUBLIC SAFETY (COPS) GRANT FUNDS AND APPROVING A BUDGET
ADJUSTMENT TO THE PORTERVILLE POLICE DEPARTMENT BUDGET

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

1. That the City of Porterville accepts the 2017/2018 Citizens' Option for Public Safety (COPS) Grant Funds; and
2. Police Department's Special Safety Grants - Citizens' Option for Public Safety (COPS) budget is increased by \$100,000 to allow for expenditure of these Grant Funds in support of personnel assigned to the Patrol Division and their operational costs.

PASSED, APPROVED, AND ADOPTED this 17th day of October 2017.

Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – OCTOBER 17, 2017

SUBJECT: Public Hearing concerning and First Reading of An Ordinance of the City Council Amending Sections 700.01, 700.02 and 701.02, and Repealing and Replacing Section 301.23 of the Porterville Municipal Code, Concerning Personal Cultivation and Use of Cannabis, and Prohibition of Commercial Cannabis Activities

SOURCE: City Attorney

COMMENT: At September the 19, 2017, City Council Meeting, in consideration of information provided by the Proposition 64 Ad Hoc Committee, the City Council directed that this office prepare an Ordinance revising the City's current cannabis regulations in light of the approval of Proposition 64 (the "Adult Use of Marijuana Act") by the California voters and further State regulatory changes.

The AUMA allows individual adults (21 years or older) to use and possess certain amounts of marijuana, and cultivate up to 6 plants. In light of this, and per staff recommendations and input from the Ad Hoc Committee, the City Council directed that the City's current regulations (located at Section 301.23 of the Development Code) be modified to allow the cultivation of a maximum of six plants, and that the current permitting process applicable to medical marijuana be eliminated. Consistent with State law, the attached ordinance permits individuals to cultivate up to 6 plants indoors, inside an accessory structure, or outdoors. Certain reasonable restrictions present in the prior ordinance have been retained, such as prohibitions on the use of gas products or other solvents, no exterior evidence of cannabis cultivation from the public right of way or surrounding properties, restrictions on cultivation lighting and electrical equipment, and the requirement for use of an alarm and other security measures. However, certain prior restrictions are proposed to be eliminated, such as the previous specific setback requirements.

The AUMA also permits the use of cannabis by adults, but restricts the locations for use in public places unless otherwise specifically permitted by the City. The proposed ordinance specifically provides that use in public places and business properties in the City is prohibited, unless otherwise expressly authorized by city regulation, or required to be allowed by State law.

Finally, the State is on track to have its licensing regulations for commercial cannabis activities in place by January 1, 2018. Under the AUMA and SB 94 (MAUCRSA), all commercial cannabis activities will be required to have a license from the State and must also comply with all local regulations in place at

that time (or shortly thereafter). If the City does not have regulations in place concerning these activities, only a State license will be required. The City Council's direction, after receiving recommendations from staff and input from the Ad Hoc Committee, was to prohibit all commercial cannabis activities within the city's jurisdictional limits. Doing this now will preserve the City's right to permit certain commercial activities at a later date, if it so chooses. This has become a common strategy for many cities throughout the State, since most cities cannot consider a companion tax measure on commercial activity until their general elections, which for most is November 2018 (including Porterville).

Changes have also been made to certain references in the Series 700 sections of the Development Code, reflecting outdated references to marijuana dispensaries that are no longer needed.

On October 6, 2017, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to Section 15061(b), (3) of the California Code of Regulation (CEQA Guidelines), under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

RECOMMENDATION: This office recommends that the City hold a public hearing on the attached draft ordinance, and consider approval of the first reading of the Ordinance.

ATTACHMENTS: 1. Draft Ordinance

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING SECTIONS 700.01, 700.02 AND 701.02 OF THE PORTERVILLE
MUNICIPAL CODE, AND REPEALING AND REPLACING
SECTION 301.23 OF THE PORTERVILLE MUNICIPAL CODE,
CONCERNING PERSONAL CULTIVATION AND USE OF CANNABIS, AND
PROHIBITION OF COMMERCIAL CANNABIS ACTIVITIES**

WHEREAS, in 1996, the voters of the State of California approved Proposition 215 (codified as Health and Safety Code Section 11362.5 et seq. and entitled “The Compassionate Use Act of 1996” referred to herein as the “CUA”);

WHEREAS, in 2003, the California Legislature adopted SB 420, the Medical Marijuana Program (“MMP”), codified as Health and Safety Code Section 11362.7 et seq., which permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate marijuana for medical purposes without being subject to criminal prosecution under the California Penal Code;

WHEREAS, under the Federal Controlled Substances Act, codified in 21 U.S.C. Section 801 et seq., the use, possession, and cultivation of marijuana are unlawful and subject to federal prosecution without regard to a claimed medical need;

WHEREAS, on October 9, 2015, Governor Jerry Brown approved a series of bills commonly referred to as the Medical Cannabis Regulation and Safety Act (“MCRSA”), effective January 1, 2016, which established a comprehensive State licensing and regulatory framework for the cultivation, manufacture, transportation, storage, distribution and sale of medical cannabis, and which recognized the authority of local jurisdictions to either impose additional restrictions or prohibit certain activities related to the cultivation, manufacture, transportation, storage, distribution and sale of medical cannabis;

WHEREAS, on November 8, 2016, California voters approved the Control, Regulate and Tax Adult Use of Marijuana Act (“AUMA”). The AUMA added Division 10 to the California Business and Professions Code, Sections 26000, et seq., which grants State agencies the authority to create, issue, renew, discipline, suspend, or revoke licenses for cannabis businesses. The AUMA provides that the State shall begin issuing licenses to cannabis businesses under Division 10 of the California Business and Professions Code by January 1, 2018. California Business and Professions section 26055(e) provides that a State licensing authority shall not approve an application for a State license for commercial non-medical cannabis activity if approval of the State license will violate the provisions of any local ordinance;

WHEREAS, on June 27, 2017, the Governor signed into law Senate Bill 94 which repealed the MCRSA, included certain provisions of the MCRSA in the licensing provisions of the AUMA, and created a single regulatory scheme for both medical and non-medical cannabis known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”). The MAUCRSA retains the provisions in the MCRSA and AUMA that granted local jurisdictions control over

whether commercial cannabis activity could occur in a particular jurisdiction. Specifically, California Business and Professions Code section 26200 provides that the MAUCRSA shall not be interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances that completely prohibit the establishment or operation of one or more businesses under the State, within that local jurisdiction. Furthermore, the MAUCRSA provides that a State licensing authority shall not approve an application for a State license for a business to engage in commercial cannabis activity if approval of the State license will violate the provisions of any local ordinance or regulation. The MAUCRSA requires that a State licensing authority begin issuing licenses to marijuana businesses beginning January 1, 2018;

WHEREAS, on October 17, 2017, the City Council of the City of Porterville held a public hearing on the proposed Ordinance, at which time all persons interested in the proposed Ordinance had the opportunity and did address the City Council on these matters. Following receipt of public testimony the City Council closed the public hearing;

WHEREAS, several California cities have reported negative impacts of marijuana cultivation, processing and distribution activities, including offensive odors, illegal sales and distribution of marijuana, trespassing, theft, violent robberies and robbery attempts, fire hazards, and problems associated with mold, fungus, and pests;

WHEREAS, Section 4 of the City's Charter vests the City Council with the authority to make and enforce all laws, rules and regulations with respect to municipal affairs subject only to the restrictions and limitations contained in the Charter and the State Constitution, and the power to exercise, or act pursuant to any and all rights, powers, and privileges, or procedures granted or prescribed by any law of the State of California;

WHEREAS, the City Council of the City of Porterville, based on recent and ongoing problems related to the local cultivation of medical cannabis, hereby finds that the cultivation, preparation and distribution of cannabis in the city has caused and is causing ongoing impacts to the community. These impacts are intensified by the activities of those who are abusing the current State statutory provisions for the cultivation, processing and distribution of cannabis for nonmedical, improper and illegal purposes. These impacts include increased crime related to outdoor cultivation occurring on residential lots, damage to buildings containing indoor grows, increases in home invasion robberies and related crimes, and increases in response costs, including code enforcement, building, land use, fire, and police staff time and expenses; and

WHEREAS, it is in the interest of the City, its residents, and its lawfully permitted businesses that the City adopts this ordinance to expressly prohibit the establishment and operation of commercial marijuana cultivation, processing, delivery, and dispensary activities as well as the issuance of any permit, variance, building permit, or any other entitlement, license or permit for any such activity, except where the City is preempted by federal or state law from enacting a prohibition on any such activities; to adopt reasonable restrictions on personal cultivation and related activities; and to prohibit smoking and use in public places or on private business properties unless otherwise specifically authorized by local law or required to be allowed by State law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES HEREBY ORDAIN as follows:

SECTION 1. The Porterville Municipal Code, Section 700.01 is hereby amended as follows:

700.01: LIST OF TERMS:

Abutting or Adjoining	Bicycle Parking, Long-term
Accessory Building	Bicycle Parking, Short-term
Accessory Structure	Block
Accessory Use	Blockface
Acre, Gross	Building
Acre, Net	Building Footprint
Adjacent	Building Front
Affordable Housing Terms	Building Height
<i>Additional Incentive</i>	Building, Accessory
<i>Affordable Rent</i>	Building, Main
<i>Affordable Sales Price</i>	C Districts (Commercial Districts)
<i>Density Bonus</i>	California Building Code (CBC)
<i>Density Bonus Units</i>	California Environmental Quality Act
<i>Economically Feasible</i>	(CEQA)
<i>Housing Cost</i>	Carport
<i>Lower Income Household</i>	City
<i>Maximum Residential Density</i>	City Council
<i>Moderate Income Household</i>	City Engineer
<i>Regulatory Agreement</i>	Code Enforcement Officer
<i>Senior Citizen</i>	Commercial Vehicle
<i>Senior Citizen Housing Development</i>	Compatible
<i>Target Unit</i>	Condition of Use
<i>Very Low Income Household</i>	Conditionally Permitted
Aggrieved Person	Construction
Alley	Conversion
Alteration	County
Americans with Disabilities Act (ADA)	Crew Quarters
Animal-Related Terms	D Districts (Downtown Districts)
<i>Household Pet</i>	Deck
<i>Livestock</i>	Demolition
ARC Districts	Density
(Agriculture/Rural/Conservation	Development
Districts)	Development Agreement
Area, Gross	Development Ordinance
Balcony	District
Base District	Double Frontage Lot
Bedroom	

Drive-Through Facilities
 Driveway
 Dwelling Unit
 Easement
 Effective Date
 Emergency
 Environmental Impact Report (EIR)
 Façade
 Family
 Fence
 Feasible
 Floor Area
 Floor Area Ratio
 Foot-candle
 Footprint
 Freeway
 Frontage, Street (Frontage, Lot)
 Garage
 General Plan
 Glare
 Gross Leasable Area
 Ground Floor
 Habitable Area
 Hazardous Materials
 Heat
 Height
 Home Occupation
 Household
 Illegal Use
 In-Lieu Fees
 Institute for Transportation Engineers (ITE)
 Intensity of Use
 International Building Code
 Intersection, Street
 Kitchen
 Land Division Terms
 Abut
 Access, Approved
 Adjoin
 Applicant
 Arterial
 Block
 Centerline
 Collector Street
 Community Apartment Project
 Condominium

Condominium Project
Conversion
Cul-de-sac
Design
Final Map
Flood or Flooding
Frontage Road
Improvements
Industrial Street
Local Street
Lot Line Adjustment
Map Act
Merger
Minor Street
Parcel
Parcel Map
Preliminary Map
Private Street
Public Improvement
Remainder
Standard Plans and Specifications
Stock Cooperative
Subdivider
Subdivision
Subdivision Design
Tentative Map
Tentative Parcel Map
Vesting Tentative Map
 Landscaping
 Landscaping Terms
 Automatic Controller
 Backflow Prevention Device
 Anti-drain or check Valve
 Controller
 Emitter
 Hydrozone
 Irrigation Efficiency
 Operating Pressure
 Overspray
 Runoff
 Lighting Terms
 Foot-candle
 Light Fixture
 Light Fixture Cutoff
 Full cutoff
 Cutoff

Semi-cutoff	Open Space Types
Non-cutoff	<i>Private Open Space</i>
<i>Shielded Fixture</i>	<i>Common Open Space</i>
Living Room	<i>Usable Open Space</i>
Long-Term Parking	Opposite
Lot	Outdoor Storage
Lot Area	Owner
Lot Coverage	Parking Area
Lot Depth	Permit
Lot Frontage	Permitted Use
Lot Line	Person
Lot Line Types	Persons with Disabilities
<i>Front Lot Line</i>	Porch
<i>Interior Lot Line</i>	Pre-existing
<i>Rear Lot Line</i>	Project
<i>Side Lot Line</i>	Public Works Director
<i>Street Side Lot Line</i>	Qualified Applicant
Lot Types	Queuing Area
<i>Lot, Corner</i>	R District (Residential District)
<i>Lot, Flag</i>	Recreational Vehicle
<i>Lot, Interior</i>	Redevelopment Agency
<i>Lot, Key</i>	Rescission
<i>Lot, Reversed Corner</i>	Right-of-Way
<i>Lot, Through</i>	Sexually Oriented Business Terms (see
Lot Width	Section 301.17, Sexually Oriented
Maintenance and Repair	Businesses)
Manufactured Home	Screening
Mobile Home	Setback
Noise Terms	Sidewalk
<i>Ambient Noise Level</i>	Sign-Related Terms
<i>Decibel</i>	<i>Abandoned Sign</i>
<i>Mobile Noise Source</i>	<i>Animated Sign</i>
<i>Noise</i>	<i>Area of Sign</i>
<i>Noise Level Reduction (NLR)</i>	<i>Awning Sign</i>
Nonconforming Use and Development	<i>Balloon</i>
Terms	<i>Banner</i>
<i>Abandoned</i>	<i>Building Frontage</i>
<i>Illegal Nonconforming Building or Use</i>	<i>Building-Mounted Sign</i>
<i>Nonconforming Building or Structure</i>	<i>Can Sign (Box Sign)</i>
<i>Nonconforming Lot</i>	<i>Canopy</i>
<i>Nonconforming Sign</i>	<i>Center Identification Sign</i>
<i>Nonconforming Use</i>	<i>Changeable Copy Sign</i>
Nuisance	<i>Channel Letters</i>
Occupancy, Change In	<i>Construction Sign</i>
On-Site Loading Facilities	<i>Directional Sign</i>
On-Site	<i>Electronic Message Center Sign</i>

<i>Fence Sign</i>	Street
<i>Flag</i>	Structural Alteration
<i>Freestanding Sign</i>	Structure
<i>Height</i>	<i>Accessory Structure</i>
<i>Identifiable Area</i>	<i>Permanent Structure</i>
<i>Identification Sign</i>	<i>Primary Structure (Main Structure)</i>
<i>Illegal Sign</i>	<i>Temporary Structure</i>
<i>Illuminated Sign</i>	Swimming Pool
<i>Inflatable Sign</i>	Tandem Parking
<i>Logo</i>	Telecommunication Terms
<i>Marquee Sign</i>	<i>Antenna</i>
<i>Mansard</i>	<i>Amateur Radio Antenna</i>
<i>Master Sign Program</i>	<i>Camouflage</i>
<i>Monument Sign</i>	<i>Co-location</i>
<i>New Subdivision</i>	<i>Communication Tower</i>
<i>Neon Sign</i>	<i>Ground Mounted</i>
<i>Off-site Advertising Sign</i>	<i>Monopole</i>
<i>Off-site Directional Sign</i>	<i>Wireless Telecommunications Facility</i>
<i>Parapet</i>	Temporary Uses
<i>Pennant</i>	<i>Garage Sales</i>
<i>Pole Sign</i>	<i>Model Homes</i>
<i>Political Sign</i>	<i>Outdoor Sales, Temporary and</i>
<i>Portable Sign</i>	<i>Seasonal</i>
<i>Projecting Sign</i>	Unit
<i>Real Estate Sign</i>	Use
<i>Roof Sign</i>	Use, Primary
<i>Sign</i>	Use, Accessory
<i>Sign Area</i>	Use, Sensitive
<i>Sign Copy</i>	Variance
<i>Sign Face</i>	Vibration
<i>Temporary Sign</i>	Visible
<i>Vehicle Display Sign</i>	Weekday
<i>Vehicle for Sale Sign</i>	Yard
<i>Wall Sign</i>	<i>Front Yard</i>
<i>Window Sign</i>	<i>Interior Side Yard</i>
Site	<i>Street Side Yard</i>
Specific Plan	<i>Rear Yard</i>
State	Zoning Administrator
Story	Zoning District
Strip Mall	

SECTION 2. The Porterville Municipal Code, Section 700.02 is hereby amended as follows:

700.02: DEFINITIONS

Abutting or Adjoining. Having a common border, boundary, or lot line. Lots or parcels of land that touch at corners only shall not be deemed adjoining.

Accessory Building. *See Building, Accessory.*

Accessory Structure. *See Structure, Accessory.*

Accessory Use. *See Use, Accessory.*

Acre, Gross. A measure of total land area of a lot or site, including areas to be dedicated for public rights-of-way, streets, schools, or other dedications.

Acre, Net. A measure of land area of a lot or site remaining after dedication of all areas for public rights-of-way, streets, schools, or other dedications.

Adjacent. Directly abutting, having a boundary or property line(s) in common or bordering directly, or contiguous to.

Affordable Housing Terms. The following terms are related to Chapter 302, Affordable Housing Density Bonus and Other Incentives.

Additional Incentive. A benefit offered by the City to facilitate construction of eligible projects as defined by the provisions of Chapter 302. Benefits may include, but are not limited to, priority processing, fee deferments and waivers, the modification of site development standards or zoning code requirements, or any other regulatory incentive which would result in identifiable cost avoidance or reductions that are offered in addition to a density bonus.

Affordable Rent. Monthly housing expenses, including a reasonable allowance for utilities, for rental target units reserved for very low, lower or moderate income households, not exceeding the following calculations:

- (1) *Very Low Income: Fifty (50) percent of the area median income for the county, adjusted for household size, multiplied by thirty (30) percent and divided by twelve (12); and*
- (2) *Lower Income: Sixty (60) percent of the area median income for the county, adjusted for household size, multiplied by thirty (30) percent and divided by twelve (12).*

Affordable Sales Price. A sales price at which lower or very low income households can qualify for the purchase of target units, calculated on the basis of underwriting standards of mortgage financing available for development.

Density Bonus. A minimum increase in the number of dwelling units authorized for a particular parcel of land of at least twenty-five (25) percent over the otherwise maximum residential density.

Density Bonus Units. Residential units granted pursuant to the provisions of Chapter 302, Affordable Housing Density Bonus and Other Incentives, which exceed the otherwise maximum residential density for the development site.

Economically Feasible. Economically feasible means when a housing project can be built with a reasonable rate of return. The housing developer's financial ability to build the project shall not be a factor.

Household Type. Type of household classified according to whether the occupants of the housing units are very low income, lower income, or senior citizens.

Housing Cost. The sum of actual or projected monthly payments for all of the following associated with for-sale target units: principal and interest on a mortgage loan, including any loan insurance fees, property taxes and assessments, fire and casualty insurance, property maintenance and repairs, homeowners' association fees, and a reasonable allowance for utilities.

Lower Income Household. A household whose gross income is as established by Health and Safety Code Section 50079.5.

Maximum Residential Density. The maximum number of residential units allowed by the General Plan range specified on the land use map of the City's General Plan.

Moderate Income Household. A household whose gross income is as established by Health and Safety Code Section 50093.

Regulatory Agreement. A legally binding agreement between a developer and the City to ensure that the requirements of Chapter 302, Affordable Housing Density Bonus and Other Incentives are satisfied. The agreement, among other things, shall establish: the number of target units, their size, location, terms, and conditions of affordability, and production schedule.

Senior Citizen. Persons who are:

- (1) At least sixty-two (62) years of age; or
- (2) At least fifty-five (55) years of age in a senior citizen housing development, as defined by state and federal law.

Senior Citizen Housing Development. Residential development of one (1) of the following types:

- (1) Assisted housing units for senior citizens; or
- (2) Housing intended for, and solely occupied by, persons at least sixty-two (62) years of age; or
- (3) Housing consisting of at least one hundred fifty (150) units in which eighty (80) percent of the units have at least one (1) person aged fifty-five (55) or older and which provide special facilities and services designed for seniors. Eligibility for a density bonus or other incentive for senior citizen units must be in conformity with state and federal laws governing senior housing projects.

Target Unit. A dwelling unit within a housing development which will be reserved for sale or rent to, and affordable to, very low, lower or moderate income, or senior citizen households.

Very Low Income Household. A household whose gross income is as established by Health and Safety Code Section 50105.

Aggrieved Person. Any person who, in person or through a representative, appeared at a City public hearing in conjunction with a decision or action appealed or who, by other appropriate means prior to a hearing, informed the local government of the nature of his or her concerns or who, for good cause, was unable to do either.

Alley. A public way permanently reserved primarily for secondary vehicular service access to the rear or side of properties otherwise abutting on a street.

Alteration. Any change, addition or modification that changes the exterior architectural appearance or materials of a structure or object. Alteration includes changes in exterior surfaces, changes in materials, additions, remodels, demolitions, and relocation of buildings or structures, but excludes ordinary maintenance and repairs. *See also "Structural Alterations" for modifications to any of the supporting members of a structure.*

Americans with Disabilities Act (ADA). United States Public Law 101-336, 104 Stat. 327 (July 26, 1990), codified at 42 U.S.C. Section 12101 et seq.

ARC Districts (Agriculture/Rural/Conservation Districts). One (1) or more of the following districts: AC Agriculture/Conservation or RR Rural Residential.

Area, Gross. The horizontal area within the boundaries of a lot or site including any area for future streets, parks, and other dedications.

Balcony. A platform that projects from the wall of a building thirty (30) inches or more above grade.

Base District. A zoning district that includes use, height, bulk, space, and development standards for the regulation of development in a particular area.

Bedroom. Any room located within a dwelling unit that is used primarily for sleeping purposes by its residents and that contains at least seventy (70) square feet of floor area. Rooms designated as a "den", "library", "study", "loft" or other extra room that satisfies this definition and is not a kitchen, living room, or bath will be considered a bedroom.

Bicycle Parking, Long-term. Bicycle parking that is designed to serve employees, students, residents, commuters, and others who generally stay at a site for four (4) hours or longer.

Bicycle Parking, Short-term. Bicycle parking that is designed to serve shoppers, customers, messengers, guests, and other visitors to a site who generally stay for a period of less than four (4) hours.

Block. The frontage along one (1) side of a street between the two (2) nearest intersecting streets.

Blockface. All property between two (2) intersections that fronts upon a street or abuts a public right-of-way.

Building. Any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any individual, animal, process, equipment, goods, or materials.

Building Footprint. *See Footprint.*

Building Front. That portion of the main building which affords public entry. In the case of a building with more than one (1) public entry, the entrance with the assigned address shall be considered the main public entry.

Building Height. *See Height.*

Building, Accessory. A subordinate building, the use of which is incidental to that of the main building on the same lot.

Building, Main. A building in which is conducted the principal use of the lot on which it is situated.

C Districts (Commercial Districts). One (1) or more of the following districts: CN Neighborhood Commercial, CR Retail Center, CG General and Service Commercial or CMX Commercial Mixed-Use.

California Building Code. The latest edition of the California Building Code, as adopted by and in effect in the City.

California Environmental Quality Act (CEQA). State law, pursuant to California Public Resources Code Section 21000 et. seq. or any successor statute, that requires public agencies to document and consider the environmental effects of a proposed action before a decision.

Carport. An accessory structure that is roofed but permanently open on at least two (2) sides and maintained for the storage of motor vehicles.

City. The City of Porterville.

City Council. The City Council of the City of Porterville.

City Engineer. The City Engineer of the City of Porterville.

Code Enforcement Officer. A Code Enforcement Officer is defined under Chapter 2, Article IV, of the City of Porterville Municipal Code.

Commercial Vehicle. Any vehicle currently registered as such with the state Department of Motor Vehicles or equivalent out-of-state or federal agency and is used primarily in the conduct of a business as opposed to private family or individual use.

Compatible. That which is harmonious with and will not adversely affect surrounding buildings and/or uses.

Condition of Use. A development standard determined to be necessary to permit the harmonious classification of a use as listed in a district and therefore a prerequisite to place, or for application to place, such use as classified.

Conditionally Permitted. Permitted subject to approval of a Conditional Use Permit or Site Plan Review.

Construction. Construction, erection, enlargement, alteration, conversion or movement of any building, structures, or land together with any scientific surveys associated therewith.

Conversion. A change of a residential dwelling, including a mobile home lot in a mobile home park, as defined in Section 18214 of the Health and Safety Code, or a residential hotel, as defined

in paragraph (1) of subdivision (b) of Section 50519 of the Health and Safety Code, to a condominium, cooperative, or similar form of ownership; or a change of a residential dwelling, including a mobile home lot in a mobile home park, or a residential hotel to a nonresidential use.

County. The County of Tulare.

Crew Members. People that make up the crew of an aircraft, including the pilot, co-pilots, flight engineers, observers, control officers, essential maintenance personnel, and personnel that support the operation of the aircraft's activity such as paramedics, nurses, and incidental passengers that travel to or from the site of the aircraft in the aircraft in flight.

Crew Quarters. Temporary or permanent facilities that house crew members of an aircraft on a temporary basis.

D Districts (Downtown Districts). One (1) or more of the following districts: DR-N Downtown Retail – North of Olive Avenue, DR-S Downtown Retail – South of Olive Avenue, DR-D Downtown Retail – D Street Corridor, D-MX Downtown Mixed-Use, D-PO Downtown Professional Office, D-CG Downtown General and Service Commercial, D-PS Downtown Public and Semi Public, DRM-2 Downtown Medium Density Residential, and DRM-3 Downtown High Density Residential.

Deck. A platform, either freestanding or attached to a building, that is supported by pillars or posts. See also "Balcony."

Demolition. The intentional destruction and removal of any structure or portion thereof, including a residential dwelling, including a mobile home, as defined in Section 18008 of the Health and Safety Code, or a mobile home lot in a mobile home park, as defined in paragraph (1) of subdivision (b) of Section 50519 of the Health and Safety Code, which has not been declared to be a public nuisance under Division 13 (commencing with Section 17000) of the Health and Safety Code or any local ordinance enacted pursuant to those provisions.

Density. The number of dwelling units per unit of land area.

Development. Any manmade change to improved or unimproved real estate, including but not limited to the division of a parcel of land into two (2) or more parcels; the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; any mining, excavation, landfill or land disturbance; and any use or extension of the use of land.

Development Agreement. A contract duly executed and legally binding between the City of Porterville and a developer(s) that delineates the terms and conditions agreed upon by two (2) or more parties.

Development Ordinance. The Development Ordinance of the City of Porterville, as amended.

District. *See Zoning District.*

Double Frontage Lot. *See Lot, Through.*

Drive-Through Facilities. Facilities designed to enable persons to receive a service or purchase or consume goods while remaining within a motor vehicle, typically associated with banks, eating, and drinking establishments, pharmacies, and other commercial uses.

Driveway. An accessway composed of concrete or asphalt that provides vehicular access between a public street or legal right-of-way, controlled by the City of Porterville, and the parking or loading facilities located on an adjacent property.

Dwelling Unit. A room or suite of rooms including one (1) and only one (1) kitchen, and designed or occupied as separate living quarters for one (1) family. *See also Family.*

Easement. A portion of land created by grant or agreement for specific purpose; an easement is the right, privilege or interest which one (1) party has in the land of another.

Effective Date. The date on which a permit or other approval becomes enforceable or otherwise takes effective, rather than the date it was signed or circulated.

Emergency. A sudden unexpected occurrence demanding immediate action to prevent or mitigate loss or damage to life, health, property or essential public services.

Environmental Impact Report (EIR). An Environmental Impact Report as required under the California Environmental Quality Act, Public Resources Code Section 21000 et. seq.

Facade. The exterior wall of a building exposed to public view or that wall viewed by persons not within the building. The portion of any exterior elevation of a building extending vertically from the grade to the top of a parapet wall or eave, and horizontally across the entire width of the building elevation.

Family. One (1) or more persons living together as a single nonprofit housekeeping unit and sharing common living, sleeping, cooking and eating facilities. Members of a "family" need not be related by blood but are distinguished from a group occupying a hotel, club, fraternity or sorority house.

Fence. An artificially-constructed barrier of any material or combination of materials erected to enclose or screen an area of land.

Feasible. Capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors.

Floor Area. The total floor area in a building (including basements, mezzanines, interior balconies, and upper stories or levels in a multistory building) unless otherwise stipulated; e.g., "ground" floor area.

Floor Area Ratio (FAR). The ratio of the total floor area of all buildings on a lot to the lot area.

Foot-candle. *See Lighting Terms.*

Footprint. The horizontal area, as seen in plan view, of a building or structure, measured from the outside of exterior walls and supporting columns, and excluding eaves.

Freeway. A divided arterial highway designated for through traffic having grade separate intersections and full control of access; State Routes 190 and 65.

Frontage, Street (Frontage, Lot). That portion of a lot or parcel of land that borders a public street. "Street frontage" shall be measured along the common lot line separating said lot or parcel of land from the public street, highway, or parkway.

Garage. A building or portion of a building that is enclosed and roofed and designed for the

storage of motor vehicles.

General Plan. The Porterville 2030 General Plan.

Glare. The effect produced by a light source within the visual field that is sufficiently brighter than the level to which the eyes are adapted, such as to cause annoyance, discomfort or loss of visual performance and ability.

Gross Leasable Area. The total floor area for which a tenant pays rent and that is designed for the tenant's occupancy and exclusive use, including any basements and mezzanines.

Ground Floor. The first floor of a building other than a cellar or basement.

Habitable Area. (Also habitable floor area.) As defined by the most current adopted Building Code. Generally, a space in a building for living, sleeping, eating, or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas are not considered habitable spaces.

Hazardous Materials. Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Heat. Thermal energy of a radioactive, conductive, or convective nature.

Height. The vertical distance from the highest point of any structure to the ground level directly below. *See also Section 103.05, Measuring Height.*

Home Occupation. Any occupation conducted by a resident, entirely within a dwelling, where the use is accessory to the residential use of the structure, and does not change the residential character of the neighborhood. *See Chapter 301, Standards for Specific Uses and Activities.*

Household. A family living together in a single dwelling unit, with common access to, and common use of, all living and eating areas and all areas and facilities for the preparation and storage of food within the dwelling unit.

Illegal Use. Any use of land or building that does not have the currently required permits and was originally constructed and/or established without permits required for the use at the time it was brought into existence.

In-lieu Fees. A cash payment required as a substitute for a dedication and/or improvement of land by an owner or developer of property.

Intensity of Use. The impacts a particular use or the use in combination with other uses has on its surroundings or on its demand for services and natural resources. Measures of intensity include but are not limited to requirements for water, gas, electricity, or public services; number of automobile trips generated by a use; parking demand; number of employees on a site; hours of operation; the amount of noise, light or glare generated; the number of persons attracted to the site, or, in eating establishments, the number of seats.

Intersection, Street. The area common to two (2) or more intersecting streets.

Kitchen. Any room or space within a building intended to be used for the cooking or preparation of food.

Land Division Terms. The following terms are related to Series 400, Land Divisions.

Abut. To physically touch, border upon, or share a common corner or property line. For the purposes of Series 400, Land Divisions, abutting properties shall include those properties separated by any road, street, or highway except for a limited access major highway, canal, or railroad.

Access, Approved. A means of vehicular access that conforms to all of the requirements of Series 400, Land Divisions, and has been approved by the City Council or its designee.

Adjoin. To physically touch, be contiguous to, or be situated next to but not including properties separated by any road, street, or highway.

Applicant. The subdivider or agent thereof.

Arterial. A street designated by the circulation element of the General Plan to serve high-volume inter- and intra-city traffic, and to act as a distributor between freeways, other arterials, and major traffic generators.

Block. An area of land within a subdivision entirely bounded by any streets (other than alleys), freeways, railroad rights-of-way, natural barriers, or the exterior boundaries of the subdivision.

Centerline. A line designated by official survey to be the center of a future or existing fully developed easement, street, road, or highway, which may or may not coincide with the construction centerline.

Collector Street. A street designated by the circulation element of the General Plan to collect and distribute traffic between local streets and arterials.

Community Apartment Project. A project in which an undivided interest in the land is coupled with the right of exclusive occupancy of any apartment located thereon.

Condominium. A property conforming to the definition set forth in Section 783 of the Civil Code of the State of California.

Condominium Project. A development consisting of condominiums.

Conversion. The creation of separate ownership of existing real property together with a separate interest in space of a building.

Cul-de-sac. A local street open at only one (1) end, which has a turnaround for vehicles at the closed end.

Design. Any of the following:

- Street alignments, grades and widths, sidewalks, curbs and gutters;
- Drainage and sanitary facilities and utilities, including alignments and grades thereof;
- Location and size of all required easements and rights-of-way;
- Fire roads and firebreaks;
- Lot size and configuration;
- Traffic access;
- Grading;
- Land to be dedicated for park or recreational purposes; and
- Other specific physical requirements in the plan and configuration of the entire subdivision that are necessary to ensure consistency with, or implementation of, the General Plan or any applicable specific plan.

Final Map. A map showing a subdivision of five (5) or more lots, prepared for filing with the Tulare County Recorder in accordance with the provisions of the Subdivision Map Act and Series 400, Land Divisions, if deemed in substantial compliance with a previously approved tentative subdivision map and with any conditions to such approval.

Flood or Flooding. Any general inundation of normally dry land from the overflow of tidal waters or from the unusual and rapid accumulation of runoff of surface waters from any source.

Frontage Road. A street adjacent and auxiliary to a freeway or arterial, and separated by a divider strip, which street provides access to abutting property.

Improvements. Any street work and utilities to be installed, or agreed to be installed, by the subdivider on the land to be used for public or private streets, highways, ways, and easements, as are necessary for the general use of the lot owners in the subdivision and local neighborhood traffic and drainage needs as a condition precedent to the approval and acceptance of the final map thereof. Improvements also refers to any other specific improvements or types of improvements, the installation of which, either by the subdivider, by public agencies, by private utilities, by any other entity approval by the local agency, or by a combination thereof, is necessary to ensure consistency with, or implementation of, the General Plan or any applicable specific plan.

Industrial Street. A street that serves an industrial area and connects said area to the major street system.

Local Street. A street which provides direct access to abutting properties, primarily in residential districts with more than four hundred (400) average daily vehicle trips pursuant to the latest edition of the Institute of Transportation Engineers - Trip Generation Manual.

Lot Line Adjustment. A shift or rotation of an existing lot line or other adjustment where a greater or lesser number of parcels than originally existed is not created, as approved in accordance with Section 406.03, Lot Line Adjustments.

Map Act. The Subdivision Map Act of the State of California Government Code.

Merger. The joining of two (2) or more contiguous parcels of land under one (1) ownership into one (1) parcel.

Minor Street. A street that provides direct access to abutting properties, primarily in residential districts with four hundred (400) or fewer average daily vehicle trips pursuant to the latest edition of the Institute of Transportation Engineers - Trip Generation Manual.

Parcel. A legally subdivided plot of land shown on a map of record. Also referred to as "lot."

Parcel Map. A map prepared in accordance with the provisions of this chapter, designed to be placed on record in the office of the Tulare County Recorder, and providing for the division of land which meets the exceptions set forth in Section 66426 of the Map Act.

Preliminary Map. A map to be submitted to the Zoning Administrator prior to the filing of a tentative map, to show the general characteristics of the proposed subdivision and any other data necessary to enable the Project Review Committee to review the proposed subdivision design.

Private Street. Any street, roadway, accessway or similar, lying in whole or in part within a subdivision which is privately owned and maintained and provides access to a development.

Public Improvement. A street work, utilities, and other facilities proposed or required to be installed within the subdivision for the general use of all the subdivision lot owners and for local neighborhood or community needs.

Remainder. That portion of an existing parcel which is not designated on the required map as part of the subdivision. The remainder shall not be considered as part of the subdivision but shall be shown on the required map as part of the area surrounding the subdivision.

Standard Plans and Specifications. All the standard plans and specifications prepared by the City Engineer and approved by resolution of the City Council.

Stock Cooperative. A development in which a corporation is formed primarily for the purpose of holding title to, either in fee simple or for a term of years, improved real property, and all or substantially all of the shareholders of the corporation receive a right of exclusive occupancy in a portion of the real property, title to which is held by the corporation. The owners' interest in the corporation, whether evidenced by a share of stock, a certificate of membership, or otherwise, shall be deemed to be an interest in a common interest development and a real estate development.

Subdivider. As defined in Section 66423 of the Map Act.

Subdivision. The division, by any subdivider, of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or as contiguous units, for the purpose of sale, lease or financing, whether

immediate or future. Property shall be considered contiguous units, even if it is separated by roads, streets, utility easement, or railroad rights-of-way. This definition shall specifically include Condominiums, Community Apartment Projects, or Stock Cooperative conversions.

Subdivision Design. The overall layout of the proposed subdivision including, but not limited to, the arrangement of streets and intersections, the layout and size of lots, the widths and locations of easements and rights of way for utilities, drainage structures, sewers, the nature and location of public or semi-public facilities, programs for the preservation of natural features, and the installation of public improvements.

Tentative Map. A map made for the purpose of showing the design and improvements of a proposed subdivision and the existing conditions in and around it.

Tentative Parcel Map. A map made for the purpose of showing the design and improvements of a proposed subdivision creating four (4) or fewer parcels or more than four (4) parcels as provided for in the State Subdivision Map Act and Series 400, Land Divisions, and the existing conditions in and around it.

Vesting Tentative Map. A tentative map for a subdivision that shall have printed conspicuously on its face the words "Vesting Tentative Map" at the time it is filed in accordance with Chapter 403, Vesting Tentative Map, and is thereafter processed in accordance with the provisions hereof.

Landscaping. The planting, configuration and maintenance of trees, ground cover, shrubbery and other plant material, decorative natural and structural features (walls, fences, hedges, trellises, fountains, sculptures), earth patterning and bedding materials, and other similar site improvements that serve an aesthetic or functional purpose.

Landscaping Terms

Automatic Controller. A mechanical or solid state timer, capable of operating valve stations to set the days and length of time of a water application.

Backflow Prevention Device. A safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

Anti-Drain or Check Valve. A valve located under a sprinkler head or other location in the irrigation system to hold water in the system to prevent minimizes drainage from sprinkler heads when the system is off.

Controller. An automatic timing device used to remotely control valves to set an irrigation schedule.

Emitter. A drip irrigation fitting emission device that delivers water slowly from the system to the soil.

Hydrozone. A portion of the landscaped area having plants with similar water needs

Irrigation Efficiency. The measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices.

Operating Pressure. The pressure at which an irrigation system is designed by the manufacturer to operate.

Overspray. The water which is delivered beyond the landscaped area and causes overland flow during irrigation events onto non-targeted areas such as, pavements, walks and structures.

Runoff. Water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area.

Lighting Terms

Foot-candle. A quantitative unit of measure for luminance. One (1) foot-candle is equal to the amount of light generated by one (1) candle shining on one (1) square foot surface located one (1) foot away. Equal to one (1) lumen uniformly distributed over an area of one (1) square foot.

Light Fixture. The assembly that holds a lamp and may include an assembly housing, a mounting bracket or pole socket, a lamp holder, a ballast, a reflector or mirrors, and a refractor or lens.

Light Fixture Cutoff. Light fixtures are classified as full cutoff, cutoff, semi-cutoff, or non-cutoff according to the most recent adopted criteria of the Illuminating Engineering Society of North America (IESNA). The four (4) IESNA classifications are defined as follows (IESNA 2000):

Full Cutoff. The luminous intensity (in candelas) at or above an angle of ninety degrees (90°) above nadir is zero (0), and the luminous intensity (in candelas) at or above a vertical angle of eighty degrees (80°) above nadir does not numerically exceed ten (10) percent of the luminous flux (in lumens) of the lamp or lamps in the luminaire.

Cutoff. The luminous intensity (in candelas) at or above an angle of ninety degrees (90°) above nadir does not numerically exceed two and one-half (2.5) percent of the luminous flux (in lumens) of the lamp or lamps in the luminary, and the luminous intensity (in candelas) at or above a vertical angle of eighty degrees (80°) above nadir does not numerically exceed ten (10) percent of the luminous flux (in lumens) of the lamp or lamps in the luminary.

Semi-Cutoff. The luminous intensity (in candelas) at or above an angle of ninety degrees (90°) above nadir does not numerically exceed five (5) percent of the luminous flux (in lumens) of the lamp or lamps in the luminary, and the luminous intensity (in candelas) at or above a vertical angle of eighty degrees (80°) above

nadir does not numerically exceed twenty (20) percent of the luminous flux (in lumens) of the lamp or lamps in the luminary.

Non-Cutoff. There is no candela limitation in the zone above maximum candela.

Shielded Fixture. Outdoor light fixtures shielded or constructed so that light rays emitted by the lamp are projected below the horizontal plane passing through the lowest point on the fixture from which light is emitted.

Living Room. The principal room in a dwelling unit designed for general living purposes rather than for sleeping.

Long-Term Parking. A situation in which a vehicle is not normally moved during the period of an employee's work shift, as opposed to customer or visitor parking.

Lot. A parcel, tract, or area of land whose boundaries have been established by a legal instrument such as a recorded deed or a recorded map, and which is recognized as a separate legal entity for purposes of transfer of title, except public easements or rights-of-way.

Lot Area. The total area circumscribed by the boundaries of a lot, excluding any street rights-of-way.

Lot Coverage. The portion of a lot that is covered by structures, including principal and accessory buildings, garages, carports, and roofed porches, but not including unenclosed and unroofed decks or landings. *See also Section 103.10, Determining Lot Coverage.*

Lot Depth. The distance from the midpoint of the front property line of a lot to the midpoint of the rear property line, or to the most distant point on any other lot line where there is no rear lot line. *See also Section 103.06, Measuring Lot Width and Depth.*

Lot Frontage. *See Frontage, Street.*

Lot Line. Any boundary of a lot.

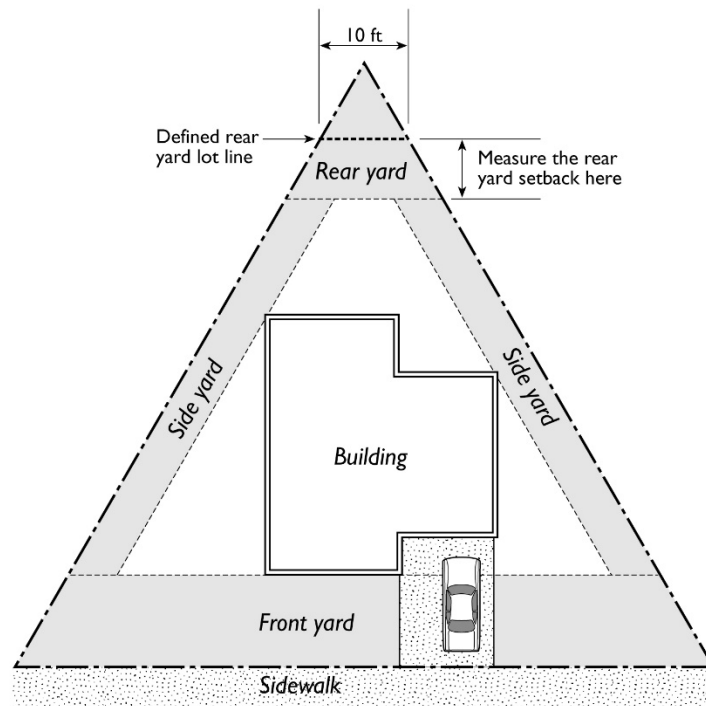
Lot Line Types

Front Lot Line. The lot line that abuts a street or public right-of-way. For corner lots, the shortest side fronting a public street is considered the front lot line regardless of which street is used for vehicle or pedestrian access, or street address.

Interior Lot Line. Any lot line that is not adjacent to a street.

Rear Lot Line. The lot line that is opposite and most distant from the front lot line. Where no lot line is within forty-five (45) degrees of being parallel to the front lot line, a line ten (10) feet in length within the lot, parallel to and at the maximum possible distance from the front lot line, will be deemed the rear lot line for the purpose of establishing the minimum rear yard.

Figure 700.02(A): Rear Lot Line For Purpose Of Determining Setback



Side Lot Line. Any lot line that is not a front or rear lot line.

Street Side Lot Line. A side lot line of a corner lot that is adjacent to a street.

Lot Types

Lot, Corner. A lot or parcel situated at the intersection of two (2) or more streets that have an angle intersection measured within said lot or parcel of not more than one hundred thirty-five (135) degrees.

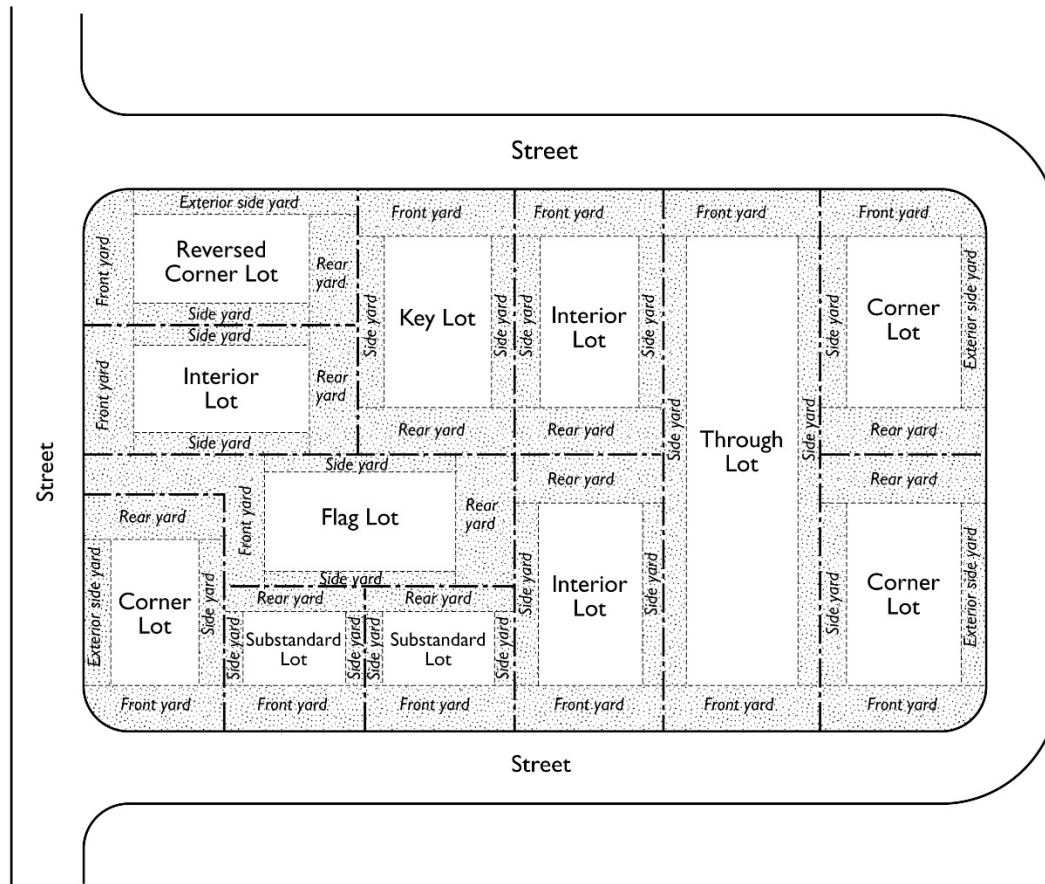
Lot, Flag. A lot with access to a street by means of a strip of land having less than the required site width but not less than twenty-five (25) feet of frontage. The length of a strip shall be measured from the frontage line to the nearest point of intersection with that lot line parallel or most nearly parallel to the frontage line. The area of an access strip shall not be included in determining the site area of the developable lot.

Lot, Interior. A lot or parcel of land other than a corner or flag lot.

Lot, Key. An interior lot adjoining the rear lot line of a reversed corner lot.

Lot, Reversed Corner. A corner lot, the street side lot line of which is substantially a continuation of the front line of a lot or parcel of land which adjoins the rear lot line of said lot.

Lot, Through. A lot having frontage on two (2) parallel or approximately parallel streets.

Figure 700.02(B): Lot And Yard Types

Lot Width. The distance between the side lot lines, measured at a right angle to the lot depth at the midpoint of the lot depth line. *See also Section 103.06, Measuring Lot Width and Depth.*

Maintenance and Repair. The repair or replacement of nonbearing walls, fixtures, wiring, roof or plumbing that restores the character, scope, size or design of a structure to its previously existing, authorized, and undamaged condition.

Manufactured Home. A structure constructed on or after June 15, 1976 in compliance with state standards in effect at the time of construction, is transportable in one (1) or more sections, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation system when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems. "Manufactured home" includes any structure that meets all the requirements of this paragraph and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the National Manufactured Housing Construction and Safety Act of 1974.

Mobile Home. A structure constructed prior to June 15, 1976 in compliance with state standards in effect at the time of construction, is transportable in one (1) or more sections, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a

foundation system when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems. "Mobilehome" does not include a commercial modular, as defined in Section 18001.8, factory-built housing, as defined in Section 19971, a manufactured home, as defined in Section 18007, a multifamily manufactured home, as defined in Section 18008.7, or a recreational vehicle, as defined in Section 18010 of the Health and Safety Code.

Noise Terms

Ambient Noise Level. The composite of noise from all sources excluding an alleged offensive noise. In this context, the ambient noise level represents the normal or existing level of environmental noise at a given location for a specified time of day or night.

Decibel. A unit for measuring the amplitude of a sound, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micropascals.

Mobile Noise Source. Any noise source other than a fixed noise source.

Noise. Any sound that annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

Noise Level Reduction (NLR). The difference in decibels of noise level from the outside of a building to the interior of a building, generally resulting from various construction methods and the materials used in walls, windows, ceilings, doors, and vents of a building.

Nonconforming Use and Development Terms

Abandoned. A use that has ceased or a structure that has been vacated for a time period as specified in this ordinance. Abandonment does not include temporary or short-term interruptions to a use or occupancy of a structure during periods of remodeling, maintaining, or otherwise improving or rearranging a facility.

Illegal Nonconforming Building or Use. A building or use that does not conform to one (1) or more of the provisions of the Development Ordinance and did not lawfully exist on the effective date of applicable sections of the Development Ordinance.

Nonconforming Building or Structure. Any building or structure that was lawfully established and in compliance with all applicable ordinances and laws at the time the ordinance codified in the Development Ordinance or any amendment thereto became effective, but which, due to the application of the Development Ordinance or any amendment thereto, no longer complies with all the applicable regulation and standards of development in the zone in which it is located.

Nonconforming Lot. A lot, the area, dimensions, or location of which was lawful prior to the effective date of the Development Ordinance, or any amendment thereto, but which fails by reason of such adoption, revision, or amendment to conform to the present requirements of the zoning district.

Nonconforming Sign. A sign that lawfully existed prior to but which fails by reason of such adoption or amendment to conform to all of the standards and regulation of the Development Ordinance.

Nonconforming Use. A use of a structure or land that was lawfully established and maintained, but which does not conform with currently applicable use regulations for the district in which it is located by reason of adoption or amendment of the Development Ordinance or amendment thereto or by reason of annexation of territory to the city.

Nuisance. Anything which is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use and enjoyment of property, or a violation of this Development Ordinance.

Occupancy, Change In. A discontinuance of an existing use and the substitution therefore of a use of a different kind or class.

On-Site Loading Facilities. A site or portion of a site devoted to the loading or unloading of motor vehicles or trailers, including loading berths, aisles, access drives, and landscaped areas.

On-Site. Located on the lot that is the subject of discussion.

Open Space Types

Private Open Space. Open areas for outdoor living and recreation that are adjacent and directly accessible to a single dwelling unit, reserved for the exclusive use of residents of the dwelling unit and their guests.

Common Open Space. Areas for outdoor living and recreation that are intended for the use of residents and guests of more than one (1) dwelling unit.

Usable Open Space. Outdoor areas that provide for outdoor living and/or recreation for the use of residents.

Opposite. Across from or across the street from.

Outdoor Storage. The keeping, in an unroofed area, of any goods, junk, material, merchandise, or vehicles in the same place for more than twenty-four (24) hours, except for the keeping of building materials reasonably required for construction work on the premises pursuant to a valid and current building permit issued by the City.

Owner. Any person owning property, as shown on the last equalized assessment roll for city taxes or the lessee, tenant or other person having control or possession of the property.

Parking Area. A lot, structure, or any other area, including driveways, which is designed for and the primary purpose of which is to provide for the temporary storage of vehicles.

Permit. Any Zoning Certificate, Conditional Use Permit, Temporary Use Permit, Building Permit, license, certificate, approval, or other entitlement for development and/or use of property as required by any public agency.

Permitted Use. Any use allowed in a zoning district without a requirement for approval of a Conditional Use Permit, but subject to any restrictions applicable to that zoning district.

Person. Any individual, firm, association, organization, partnership, business trust, company, or corporation.

Persons with Disabilities. Persons who have a medical, physical, or mental condition, disorder or disability as defined in California Government Code Section 12926, that limits one (1) or more major life activities.

Porch. A roofed structure, usually open at the sides, projecting from the face of a building and used to protect the entrance.

Pre-existing. In existence prior to the effective date of this Chapter.

Project. Any proposal for a new or changed use or for new construction, alteration, or enlargement of any structure, that is subject to the provisions of this ordinance. This term also refers to any action that qualifies as a “project” as defined by the California Environmental Quality Act.

Public Works Director. The director of Porterville’s Public Works Department.

Qualified Applicant. The property owner, the owner’s agent, or any person, corporation, partnership or other legal entity that has a legal or equitable title to land that is the subject of a development proposal or is the holder of an option or contract to purchase such land or otherwise has an enforceable proprietary interest in such land.

Queuing Area. The distance from the point of sale to the public right of way, for vehicles or customers waiting in vehicles for service at drive-through facilities, pump stations, auto service bays, or similar uses.

R District (Residential District). One (1) or more of the following districts: RS-1 Very Low Density Residential, RS-2 Low Density Residential, RM-1 Low-Medium Density Residential, RM-2 Medium Density Residential, or RM-3 High Density Residential.

Recreational Vehicle. A motor home, travel trailer, truck camper, or camping trailer with or without motor power designed for human habitation for recreational, emergency, or other occupancy, which meets all of the following criteria:

- (1) It contains less than three hundred twenty (320) square feet of internal living room area, excluding built-in equipment, including but not limited to wardrobe, closets, cabinets, kitchen units, or fixtures, and a bath or toilet room;
- (2) It contains four hundred (400) square feet or less of gross area measured at maximum horizontal projections;
- (3) It is built on a single chassis; and
- (4) It is either self-propelled, truck-mounted, or permanently towable on the highways without a permit issued by the appropriate state agency.

Redevelopment Agency/Successor Agency. The Redevelopment Agency/Successor Agency of the City of Porterville.

Rescission. The City’s unilateral unmaking of an approval for a legally sufficient reason, such as applicant’s material breach of a condition.

Right-of-Way. A strip of land acquired by reservation, dedication, forced dedication, prescription or condemnation and intended to be occupied or occupied by a road, railroad, electric transmission lines, oil or gas pipeline, water line, sanitary storm sewer or other similar use.

Screening. Screening refers to a wall, fence, hedge, informal planting, or berm, provided for the purpose of buffering a building or activity from neighboring areas or from the street.

Setback. The area between a property line and a building or structure which must be kept clear or open. *See also Section 103.04, Measuring Distances, and Section 103.12, Measuring Setbacks (Yards).*

Sexually Oriented Business Terms. See Section 301.17, Sexually Oriented Businesses.

Sidewalk. A paved, surfaced, or leveled area, paralleling and usually separated from the street, used as a pedestrian walkway.

Sign-Related Terms. The following terms are related to Chapter 305, Signs.

Abandoned Sign. A sign remaining in place or not maintained for a period of 90 days which no longer advertises or identifies an ongoing business, product, or service available on the business premise where the sign is located.

Animated Sign. A sign that uses movement or change of lighting to depict action or create a special effect or scene.

Area of Sign. The area included within the outer dimensions of a sign face display area including all portions not part of the necessary supporting structure; a double-faced sign whose faces are parallel or no more than 30 degrees apart shall be deemed to be a single sign for the purposes of determining sign area. In the case of a sign placed on a wall or other structure surface, the area shall be computed by enclosing the sign within sets of parallel lines.

Awning Sign. A sign painted or otherwise affixed permanently to the exterior surface of an awning. For purposes of this Division, awning means shelter projecting from and supported by the exterior wall of a building and constructed of a rigid frame covered by a flexible skin (e.g., as fabric, synthetic material, or thin sheet metal).

Balloon. An inflatable, airtight bag that can be strung together in multiple numbers to attract attention to a business location. A balloon shall not be considered an inflatable sign.

Banner. A temporary sign made of fabric or any nonrigid material with no enclosing framework.

Building Frontage. Building frontage shall be considered the wall of a building that faces and is roughly parallel with a public street, excluding an alley.

Building-Mounted Sign. Any sign mounted or erected on or against any building or façade, including all wall signs, awning and canopy signs and projecting signs.

Can Sign (Box Sign). A sign on the outside face of a metal box with or without internal illumination.

Canopy. A rigid multi-sided structure covered with fabric, metal, or other material and supported by columns or posts embedded in the ground, or cantilevered out from the main structure.

Changeable Copy Sign. A sign whose informational content can be changed or altered manually.

Channel Letters. Three-dimensional individual letters or figures, with an open back or front, illuminated or nonilluminated, that are affixed to a building or to a freestanding sign structure.

Construction Sign. A temporary sign describing in words and/or drawings a planned future development project on a property.

Directional Sign. An on-site sign designed to direct or guide pedestrian or vehicular traffic and which is nonadvertising in nature, except for a logo and directional information, (e.g., handicapped parking, one (1) way, exit, and entrance).

Electronic Message Center Sign. A sign whose informational content can be changed or altered by electric, electro-mechanical, electronic, or any other artificial energy means.

Fence Sign. A sign attached to or painted onto any freestanding wall or fence.

Flag. A loose fabric or membrane secured to a pole or rod, which flutters and moves with air or wind movement.

Freestanding Sign. A sign that is permanently supported upon the ground by poles or braces and is not attached to any building or other structure.

Height. The vertical distance measured from the lowest ground level directly beneath the sign to the highest point at the top of the sign. The ground level shall be either the natural grade or finished grade, whichever is lowest.

Identifiable Area. Residential, commercial, or industrial site containing a minimum of two (2) acres with an integrated site and design plan creating a single unified development with one (1) or more uses.

Identification Sign. A permanent sign used to identify a residential area, shopping district, industrial district, or any area which fulfills the definition of an identifiable area.

Illegal Sign. A sign that does not meet the requirements of this Division or that does not have legal nonconforming status.

Illuminated Sign. A sign with an artificial source of light incorporated internally or externally for the purpose of illuminating the sign.

Inflatable Sign. A form of inflatable device (e.g., shaped as an animal, blimp, or other object) that is displayed, printed, or painted on the surface of an inflatable background, and is primarily installed outside a building to attract attention to or to advertise a business, a business location, a service, a product, or an event. An inflatable sign shall not be considered a balloon.

Interior Illumination. Lighting whose source is contained within the sign.

Logo. A specially designed graphic symbol of a business establishment, a company, or any other legal private or public entity.

Marquee Sign. A sign advertising an event, performance, service, seminar, conference, or show, and displayed on a permanent roof-like structure or canopy made of rigid materials supported by and extending from the facade of a building.

Mansard. A wall which has a slope equal to or greater than two (2) vertical feet for each horizontal foot and has been designed to look like a roof.

Master Sign Program. A coordinated program of signage designed to encourage consistency in signage for developments with multiple tenants or for developments with a single tenant proposing multiple signs.

Monument Sign. A low-profile freestanding sign erected upon or supported solely by a planter, pedestal base, or similar ground structure approximately the same dimension as the height of the sign and which is designed to incorporate the architectural theme and building material of the building on the premises.

Neon Sign. A sign with tubing that is internally illuminated by neon or other electrically charged gas.

New Subdivision. An area of land that has a final subdivision map recorded on it, but that is not yet completely built out.

Off-site Advertising Sign. A sign structure or billboard, whether freestanding or mounted on an existing building, built for the purpose of advertising an establishment, product or service that is not available on the property upon which the sign is located at the time the sign structure was erected.

Off-site Directional Sign. A sign offering directional information to a business, location or place located in an area different from where the sign is located.

Parapet. That portion of the building wall that extends above the roof of the building.

Pennant. A device made of flexible materials, (e.g., cloth, paper, or plastic) that may or may not contain copy, and which is installed for the purpose of attracting attention.

Political Sign. A temporary sign installed that advertises a political candidate, a political party, or a political issue.

Portable Sign. A sign not permanently attached to, mounted upon, or affixed to a building, structure, or the ground. Portable signs include A-frame signs, sandwich board signs, and signs on wheels.

Projecting Sign. A sign, the sign surface of which is not parallel to the face of the supporting wall and which is supported wholly by the wall. This definition shall include V- or wing-type signs.

Real Estate Sign. A temporary sign indicating that the premises on which the sign is located is for sale, lease, or rent. These signs typically include rider signs that describe amenities such as swimming pools and spas, open house signs, subdivision signs, and off-site directional signs.

Roof Sign. A sign erected, constructed, and attached to and/or maintained upon or above any roof or portion of a roof of any building, including a mansard roof. For the purposes of this Division, a mansard roof is any roof or parapet wall with roofing material for siding that slopes from thirty (30) degrees to ninety (90) degrees and does not have a ridgeline.

Sign. Any letters, figure, visual symbol, logo, object, or display, or any combination thereof, designed or used to identify, attract attention to, advertise, or communicate information. Signs include display surfaces together with such facilities as are utilized in supporting, maintaining, and illuminating the display surfaces.

Sign Area. See *Area of Sign*.

Sign Copy. Any words, letters, logos, numbers, figures, design, or other symbolic representation incorporated into a sign.

Sign Face. The surface or surfaces used for the display of a sign message as seen from any one (1) direction.

Temporary Sign. A sign that is designed or intended to be temporarily mounted or displayed and that is not intended for permanent or long-term use.

Vehicle Display Sign. A sign mounted, attached, affixed or painted upon any surface of a motor vehicle, trailer or similar conveyance parked on public or private property for the purpose of advertising a business or a business location within the City or outside the City.

Vehicle for Sale Sign. A sign painted or affixed onto vehicles for sale that are kept in vehicle display areas of new and used motor vehicle dealership lots.

Wall Sign. A sign painted or installed on or attached to a wall and which is parallel to the building facade. This definition includes painted, channel letters, and can signs.

Window Sign. A sign painted or installed on a glass window or door or located within twelve (12) inches from inside the window in a manner that it can be viewed from the exterior of a structure.

Site. A lot, or group of contiguous lots, that is proposed for development in accordance with the provisions of this ordinance and is in a single ownership or under unified control.

Specific Plan. A plan for a defined area that is consistent with the General Plan and with the provisions of the California Government Code, Section 65450 et seq.

State. The State of California.

Story. That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the roof above.

Strip Mall. An attached row of stores or service outlets, configured in a straight line, with on-site parking usually located between the street and the stores, typically with multiple driveways. Open canopies may connect the store fronts, but a strip mall does not have enclosed walkways linking the stores.

Street. A public or private right-of-way whose function is to carry vehicular traffic or provide vehicular access to abutting property.

Structural Alteration. Any change of the supporting members of a building, such as bearing walls, columns, beams or girders, floor joists, ceiling joists, or roof rafters.

Structure

Accessory Structure. A subordinate structure, the use of which is incidental to that of the main structure on the same lot.

Permanent Structure. Anything constructed or erected which requires a fixed location on the ground, or is attached to a building or other structure having fixed location on the ground.

Primary Structure (Main Structure). A structure housing the principal use of a site or functioning as the principal use.

Temporary Structure. A structure without any foundation or footings and which is intended to be removed when the designated time period, activity, or use for which the temporary structure was erected has ceased.

Swimming Pool. A pool, pond, lake, or open tank capable of containing water to a depth greater than one and one-half (1.5) feet at any point.

Tandem Parking. An arrangement of parking spaces such that one (1) or more spaces must be

driven across in order to access another space or spaces.

Telecommunication Terms. The following terms are related to Section 301.20, Telecommunications Facilities.

Antenna. Any system of wires, poles, rods, reflecting discs, or similar devices used for the transmission or receiving of electromagnetic radio frequency waves.

Amateur Radio Antenna. Any antenna used to receive or transmit radio signals on the amateur radio bandwidth, as designated by federal regulations.

Camouflage. To disguise a wireless facility by incorporating it into the architectural design of a building or structure or by utilizing design and siting techniques that disguise the wireless facility as a structure or object other than a wireless facility, which is either already present in the area or blends in with the existing environment. Examples of camouflage techniques include, but are not limited to, trees, clock towers, bell steeples, light poles and flag poles. The use of mono-pines shall not be considered appropriate camouflage unless integrated into the surrounding landscape with the use of live trees, new or existing structures or other design features.

Co-location. The location of two (2) or more wireless communication facilities on a single support structure or otherwise sharing a common location. For the purposes of this chapter, collocation shall also include the location of wireless communication facilities with other facilities such as water tanks, light standards, and other utility facilities and structures.

Communication Tower. Any structure that is used to transmit or receive electromagnetic radio frequency waves or that supports such a device.

Ground-Mounted. A facility that is fully or partially supported by a platform, framework, pole, or other structural system that is affixed to or placed directly on or in the ground.

Monopole. A facility that consists of a single pole structure erected on the ground to support wireless communication antennas and connecting appurtenances.

Wireless Telecommunication Facility. A facility containing communication towers and/or antennas and any related equipment for the purpose of transmitting or receiving electromagnetic radio frequency waves.

Temporary Uses. The following terms are related to Section 301.21, Temporary Uses.

Garage Sales. The sale or offering for sale to the general public of over five (5) items of personal property on a portion of a lot in a residentially zoned district, whether inside or outside any building.

Model Homes. A dwelling built in a subdivision development to allow potential home buyers to view a sample finished product before other homes in the development are completed.

Outdoor Sales, Temporary and Seasonal. The sale or offering for sale to the general public of merchandise outside of a permanent structure on property owned or leased by

the person, firm, or corporation. These sales are of a limited duration and conducted on an occasional basis, and are secondary or incidental to the principal permitted use or structure existing on the property.

Unit. *See Dwelling Unit.*

Use. The purpose for which a site or structure is arranged, designed, intended, constructed, erected, moved, altered, or enlarged for which either a site or a structure is or may be occupied or maintained.

Use, Primary. A primary or dominant use established, or proposed to be established, on a lot.

Use, Accessory. A use that is customarily associated with, and is incidental and subordinate to, the principal use and located on the same lot as the principal use.

Use, Sensitive. Any cemetery/religious institution; school; public building regularly frequented by children; public park; or boys' and girls' club, or similar youth organizations.

Variance. Permission to depart from the literal requirements of this Ordinance.

Vibration. A periodic motion of the particles of an elastic body or medium in alternately opposite directions from the position of equilibrium.

Visible. Capable of being seen (whether or not legible) by a person of normal height and visual acuity walking or driving on a public road.

Weekday. Any day, Monday through Friday, that is not a federal, state, or local holiday.

Yard. In Residential Districts, including D-MX and CMX, an open space on a lot that is unoccupied and unobstructed from the ground upward, except as otherwise permitted by this Development Ordinance.

Front Yard. A yard extending across the front of a lot for the full width of the lot between the side lot lines, measured inward from the front lot line. The depth of a front yard shall be the minimum setback to the residence, excluding unenclosed porches; where the residence is not built to the minimum setback, the standard shall be 20 feet a distance specified by this Development Ordinance for the district in which it is located and.

Interior Side Yard. A yard extending along an interior side of a lot from the front lot line to the rear lot line, and to a depth specified by this Development Ordinance for the district in which it is located and measured inward from the interior side lot line.

Street Side Yard. A yard extending along the street side of a corner lot from the front lot line to the rear lot line, and to a depth specified by this Development Ordinance for the district in which it is located and measured inward from the street side lot line.

Rear Yard. A yard extending across the rear of a lot for its full width between side lot lines, and to a depth specified by this Development Ordinance for the district in which it is located. If a lot has no rear lot line, a line 10 feet in length within the lot, parallel to and at the maximum possible distance from the front lot line, will be deemed the rear lot line for the purpose of establishing the minimum rear yard.

Zoning Administrator. The Community Development Director of the City of Porterville, or designee.

Zoning District. A specifically delineated area or district in the city within which regulations and requirements uniformly govern the use, placement, spacing, and size of land and buildings.

SECTION 3. The Porterville Municipal Code, Section 701.02 is hereby amended as follows:

701.02: LAND USE CLASSIFICATIONS:

Aircraft Sales, Services, and Storage. Uses related to the rental, sales and leasing, storage, repair, and washing of aircraft.

Airports. Facilities for the takeoff and landing of airplanes, including runways, aircraft storage buildings, public terminal buildings and parking, and support activities such as airport operations, crew quarters, and air traffic control.

Animal Care, Sales and Services

Kennels. Facilities for keeping, boarding, training, breeding or maintaining for commercial purposes, four (4) or more dogs, cats, or other household pets not owned by the kennel owner or operator. This classification excludes pet shops and animal hospitals that provide twenty-four (24) hour accommodation of animals receiving medical or grooming services.

Pet Stores. Retail sales of animals and/or services, including grooming, for animals on a commercial basis. This classification excludes dog walking and similar pet care services not carried out at a fixed location, and excludes pet supply stores that do not sell animals or provide on-site animal services.

Veterinary Services, Small. Medical care for small animals on a commercial basis. This classification allows twenty-four (24) hour accommodation of animals receiving medical or grooming services but does not include kennels.

Veterinary Services, Large. Medical care for large animals which generally includes agricultural animals, on a commercial basis. This classification allows twenty-four (24) hour accommodation of animals receiving medical or grooming services.

Animal Raising. The raising, grazing, or feeding of animals for animal products, animal increase, or value increase, and dairying as an accessory use on farms with dairy cattle.

Artists' Studios. Work space for artists and artisans, including individuals practicing one (1) of the fine arts or performing arts, or skilled in an applied art or craft. Incidental retail sales of items produced on the premises is required.

Automobile/Vehicle Sales and Services

Automobile/Vehicle Rentals. Rental of automobiles, including storage and incidental maintenance.

Automobile/Vehicle Sales and Leasing. Sales or leasing of automobiles, boats, motorcycles, trucks, and motor homes, including storage and incidental maintenance.

Automobile/Vehicle Repair, Major. Repair of automobiles, trucks, motorcycles, motor homes, boats and recreational vehicles, including the sale, installation, and servicing of related equipment and parts, generally on an overnight basis. This classification includes auto repair shops, body and fender shops, and transmission shops, but excludes vehicle dismantling or salvaging and tire retreading or recapping.

Automobile/Vehicle Service and Repair, Minor. The service and repair of automobiles, light-duty trucks, boats, and motorcycles, including the sale, installation, and servicing of related equipment and parts. This classification includes quick-service oil, tune-up, wheel and brake shops, auto glass services, tire sales and installation, muffler shops and upholstery shops where repairs are made or service provided in enclosed bays and no vehicles are stored overnight. This classification excludes establishments providing engine repair, body and fender work, vehicle painting, or towing. It also excludes repair of heavy trucks or construction vehicles.

Automobile/Vehicle Washing. Washing, waxing, or cleaning of automobiles or similar light vehicles, including self-serve washing facilities.

Emergency Ambulance Services. The location of emergency ambulance service vehicles.

Large Vehicle and Equipment Sales, Service and Rental. Sales, servicing, rental, fueling, and washing of large trucks, trailers, tractors, and other equipment used for construction, agricultural, or landscape gardening activities. Includes large vehicle operation training facilities. Sales of new or used automobiles or trucks are excluded from this classification.

Service Station. Establishments primarily engaged in retailing automotive fuels or retailing these fuels in combination with activities, such as providing repair services; selling automotive oils, replacement parts, and accessories; and/or providing food services.

Towing and Impound. Establishments primarily engaged in towing light or heavy motor vehicles, both local and long distance. These establishments may provide incidental services, such as vehicle storage and emergency road repair services. (For automobile/dismantling, see Salvage Yards)

Banks and Financial Institutions

Banks and Credit Unions. Financial institutions providing retail banking services. This classification includes only those institutions engaged in the on-site circulation of money, including credit unions, but excluding check-cashing businesses.

Check Cashing Businesses. Establishments that, for compensation, engage in the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving the same purpose. This classification also includes the business of deferred deposits, whereby the check

cashier refrains from depositing a personal check written by a customer until a specific date pursuant to a written agreement as provided in Civil Code 1789.33. Check Cashing Businesses do not include state or federally chartered banks, savings associations, credit unions, or industrial loan companies. They also do not include retail sellers engaged primarily in the business of selling consumer goods, such as consumables to retail buyers, that cash checks or issue money order incidental to their main purpose or business.

Bed and Breakfast. A small lodging establishment that offers overnight accommodation and inclusive breakfast, where the host lives at the establishment.

Building Materials and Services. Retailing, wholesaling, or rental of building supplies or equipment. This classification includes lumber yards, tool and equipment sales or rental establishments, and includes establishments devoted principally to taxable retail sales to individuals for their own use. This definition does not include Contractors' Yards and hardware stores less than ten thousand (10,000) square feet in floor area (see Retail Sales).

Business Services. Establishments that primarily provide goods and services to other businesses on a fee or contract basis, including printing and copying, blueprint services, advertising and mailing, equipment rental and leasing, office security, custodial services, photo finishing, and model building, but excluding vehicle rentals, bulk items, or print shops.

Cemetery. Establishments primarily engaged in operating sites or structures reserved for the interment of human or animal remains, including mausoleums, burial places, and memorial gardens.

Clubs and Lodges. Meeting, recreational, or social facilities of a private or nonprofit organization primarily for use by members or guests. This classification includes union halls and social clubs.

Colleges and Trade Schools, Public or Private. Institutions of higher education providing curricula of a general, religious or professional nature, typically granting recognized degrees, including conference centers and academic retreats associated with such institutions. This classification includes business and computer schools, management training, technical and trade schools, but excludes personal instructional services such as music lessons.

Construction and Material Yards. Storage of construction materials or equipment on a site other than a construction site.

Commercial Entertainment and Recreation. Provision of participant or spectator entertainment to the general public.

Cinema/Theaters. Facilities for indoor display of films, motion pictures, or dramatic, musical, or live performances. This classification may include incidental food and beverage services to patrons.

Downtown Entertainment. This classification includes facilities such as amusement and theme parks, amphitheaters, facilities with more than ten thousand (10,000) square feet in building area, including fitness centers, gymnasiums, handball, racquetball, ice or

roller skating rinks, swimming or wave pools, miniature golf courses, bowling alleys, or archery or indoor shooting ranges. This classification may include restaurants, snack bars, and other incidental food and beverage services to patrons.

Large-scale. This classification includes large outdoor facilities such as amusement and theme parks, casinos, sports stadiums and arenas, racetracks, amphitheaters, drive-in theaters, driving ranges, golf courses, and facilities with fifty thousand (50,000) square feet or more in building area, including fitness centers, gymnasiums, handball, racquetball, or large tennis club facilities; ice or roller skating rinks; swimming or wave pools; miniature golf courses; bowling alleys; archery or indoor shooting ranges; riding stables; campgrounds; stables, etc. This classification may include restaurants, snack bars, and other incidental food and beverage services to patrons.

Small-scale. This classification includes indoor facilities that occupy less than fifty thousand (50,000) square feet of building area, such as billiard parlors, card rooms, health clubs, fitness centers, gymnasiums, handball, racquetball; ice or roller skating rinks; swimming or wave pools; miniature golf courses, bowling alleys, dance halls, small tennis club facilities, poolrooms, indoor shooting ranges, and amusement arcades. This classification may include restaurants, snack bars, and other incidental food and beverage services to patrons.

Community Center. Any noncommercial facility established primarily for the benefit and service of the population of the community in which it is located. Examples include youth centers and senior centers.

Communication Facilities

Antenna and Transmission Towers. Broadcasting and other communication services accomplished through electronic or telephonic mechanisms, as well as structures designed to support one (1) or more reception/transmission systems. Examples of transmission towers include, but shall not be limited to, radio towers, television towers, telephone exchange/microwave relay towers, and cellular telephone transmission/personal communications systems towers.

Broadcasting Facility. Includes radio or television stations. Transmission towers must comply with Series 301.20 Telecommunication Facilities.

Call Centers. Includes customer support, direct sales, order processing, customer service, surveys, research, credit management, help desk, reservations, billing and accounting, sales and telemarketing. These services are either provided internally by the company for its own use or provided externally by an outsourcing agency which provide these services for several companies.

Recording Studio. Facility for sound recording which can consist of a studio or live room and control room, where sound is recorded and manipulated.

Correctional Facility. A building such as a jail or prison used for the confinement of persons held while awaiting trial or for the confinement of persons convicted of offenses.

Crop Cultivation. The cultivation of tree, vine, field, forage, and other plant crops intended to provide food or fibers. The classification excludes wholesale or retail nurseries. (see Nurseries and Garden Centers)

Crop Cultivation, Commercial. Results in quantities of crops greater than what could be reasonably consumed in personal use and/or crops that are produced with the intent to sell commercially.

Crop Cultivation, Non-commercial. Includes orchards and flower and vegetable gardens for personal use.

Cottage Food Operations. A private home food operation where low-risk food products are prepared or packaged for sale to consumers which complies with California Government Code Section 51035.

Cultural Institutions. Public or non-profit institutions engaged primarily in the display or preservation of objects of interest in the arts or sciences that are open to the public on a regular basis. This classification includes performing arts centers for theater, dance, and events; buildings of an educational, charitable or philanthropic nature; libraries; museums; historical sites; aquariums; art galleries; and zoos and botanical gardens.

Day Care Centers. Establishments providing non-medical care for persons on a less than 24-hour basis other than Family Day Care Home. This classification includes nursery schools, preschools, and day care facilities for children or adults, and any other day care facility licensed by the State of California.

Eating, Drinking, and Smoking Establishments. Businesses primarily engaged in serving prepared food, beverages, and/or tobacco for consumption on or off the premises.

Bars/Night Clubs/Lounges. Businesses serving beverages for consumption on the premises as a primary use and including on-sale service of alcohol including beer, wine, and mixed drinks. This classification includes establishments that provide dancing or entertainment.

Coffee Shops/Cafes. Establishments that serve nonalcoholic beverages, such as coffee, juices or sodas for consumption on or near the premises, or a specialty snack, such as ice cream, frozen yogurt, cookies or popcorn.

Restaurants. Establishments where meals are served to customers. This classification includes full-service restaurants with table service as well as establishments providing limited table service, such as fast-food restaurants, carryout sandwich shops, limited service pizza parlors and delivery shops, and delicatessen restaurants. This classification excludes establishments that provide dancing or entertainment (see Bars/Night Clubs/Lounges).

Tobacco Bars. Any business establishment which in whole or in part is dedicated to or includes as part of the business, the smoking of tobacco or other substances. This classification includes

cigar lounges, hookah bars/cafes, tobacco cafes/bars, and smoking parlors.

Elderly and Long-term Care. Establishment that provide twenty-four (24) hour medical, convalescent or chronic care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves, and is licensed as a skilled nursing facility by the, including but not limited to, rest homes and convalescent hospitals, but not Residential Care, Hospitals, or Clinics.

Family Day Care Home. A home that regularly provides care, protection, and supervision for fourteen (14) or fewer children, in the provider's own home, for periods of less than twenty-four (24) hours per day, while the parents or guardians are away, and is either a large family day care home or a small family day care home as follows.

Large. A home that provides family day care for seven (7) to fourteen (14) children, including children under the age of 10 years who reside at the home (Health and Safety Code Section 1596.78(b)). A large family day care home may provide care for more than 12 children and up to and including fourteen (14) children, if all of the following conditions are met (Health and Safety Code Section 1597.465):

1. At least one (1) child is enrolled in and attending kindergarten or elementary school and a second child is at least six (6) years of age.
2. No more than three (3) infants are cared for during any time when more than twelve (12) children are being cared for.
3. The licensee notifies a parent that the facility is caring for two (2) additional school-age children and that there may be up to thirteen (13) or fourteen (14) children in the home at one (1) time.
4. The licensee obtains the written consent of the property owner when the family day care home is operated on property that is leased or rented.

Small. A home that provides family day care for eight (8) or fewer children, including children under the age of ten (10) years who reside at the home (Health and Safety Code Section 1596.78(c)). A small family day care home may provide care for more than six (6) and up to eight (8) children, without an additional adult attendant, if all of the following conditions are met (Health and Safety Code Section 1597.44):

1. At least one (1) child is enrolled in and attending kindergarten or elementary school and a second child is at least six (6) years of age.
2. No more than two (2) infants are cared for during any time when more than six (6) children are cared for.
3. The licensee notifies each parent that the facility is caring for two (2) additional school-age children and that there may be up to seven (7) or eight (8) children in the home at one (1) time.
4. The licensee obtains the written consent of the property owner when the family day care home is operated on property that is leased or rented.

Food and Beverage Retail Sales. Retail sales of food and beverages for off-site preparation and consumption. Typical uses include food markets, convenient markets, groceries, liquor stores, and retail bakeries.

Freight/Truck Terminals and Warehouses. Facilities for local or worldwide freight, courier, local messenger, and postal services by truck or rail.

Funeral Parlors and Mortuaries. An establishment primarily engaged in the provision of services involving the care, preparation, or disposition of the human dead and conducting memorial services. Typical uses include a crematory, columbarium, mausoleum, or mortuary.

Government Offices. Administrative, clerical, or public contact offices of a government agency, including postal facilities, together with incidental storage and maintenance of vehicles. This classification excludes corporation yards, equipment service centers, and similar facilities that primarily provide maintenance and repair services and storage facilities for vehicles and equipment (See Utilities, Major).

Group Residential. Shared living quarters without separate kitchen or bathroom facilities for each room or unit, offered for rent for permanent or semi-transient residents on a weekly or longer basis. This classification includes rooming and boarding houses, dormitories, private residential clubs, and residential hotels intended for long-term occupancy (thirty (30) days or more) but excludes Hotels and Motels, Residential Care, Limited or General.

Handicraft/Custom Manufacturing. Manufacture of crafts, art, sculpture, stained glass, jewelry, apparel, and similar items using hand tools and small mechanical devices.

Heliports. Facilities for the takeoff and landing of helicopters, as a primary use. Heliports typically contain one (1) or more helipads and may have limited facilities such as fuel, lighting, a windsock, or even hangars.

Hotels and Motels. Establishments offering lodging to transient patrons. These establishments may provide additional services, such as conference and meeting rooms, restaurants, bars, or recreation facilities available to guests or to the general public. This classification includes motor lodges, motels, hostels, extended-stay hotels, and tourist courts, but does not include rooming houses, boarding houses, or private residential clubs.

Industry, General. Manufacturing of products from extracted or raw materials or recycled or secondary materials, or bulk storage and handling of such products and materials. This classification includes operations such as biomass energy conversion; food and beverage processing; textile mills; production apparel manufacturing; photographic processing plants; leather and allied product manufacturing; wood product manufacturing; paper manufacturing; chemical manufacturing; plastics and rubber products manufacturing; nonmetallic mineral product manufacturing; primary metal manufacturing; fabricated metal product manufacturing; and automotive, ship, aircraft, and heavy equipment manufacturing.

Industry, Limited. Establishments engaged in light industrial activities taking place primarily within enclosed buildings and producing minimal impacts on nearby properties. This

classification includes operations such as manufacturing finished parts or products primarily from previously prepared materials; commercial laundries and dry cleaning plants; mobile home manufacturing; monument works; printing, engraving and publishing; computer and electronic product manufacturing; furniture and related product manufacturing; and industrial services.

Instructional Services. Establishments that offer specialized programs in personal growth and development such as music, vocal, fitness and dancing instruction.

Light Fleet-Based Services. Passenger transportation services, local delivery services, medical transport, and other businesses that rely on fleets of three (3) or more vehicles with rated capacities less than ten thousand (10,000) lbs. This classification includes parking, dispatching, and offices for taxicab and limousine operations, non-emergency medical transport, local messenger and document delivery services, home cleaning services, and similar businesses. This classification does not include towing operations (See Automobile/Vehicle Sales and Service, Towing and Impound) or taxi or delivery services with two (2) or fewer fleet vehicles on-site (See Business Services).

Maintenance and Repair Services. The on-site maintenance or repair of office machines, household appliances, furniture, and similar items. This classification excludes maintenance and repair of vehicles or boats (see Automotive Sales and Services) and personal apparel (See Personal Services).

Massage Establishments. Healing arts

Medical Facilities. These classifications exclude veterinary and animal hospitals (see Animal Care, Sales, and Services).

Hospitals. State-licensed facilities providing medical, surgical, psychiatric, or emergency medical services to sick or injured persons.

Medical Clinic. This classification includes facilities for multiple physicians, medical groups, inpatient or outpatient treatment, including substance-abuse programs as well as training, research, and administrative services for patients and employees.

Professional/Medical. This classification is for the single practitioner; to include offices where medical and dental services are provided by physicians, dentists, chiropractors, optometrists, and similar medical professionals, including, where affiliated with a medical practitioner, massage therapy.

Mining and Quarrying. The extraction of nonmetallic minerals, including dredging and sand and gravel pit operations. This classification includes surface mining operations.

Mobile Home Parks. Mobile housing in a planned development with common area amenities. Spaces for mobile homes may be rented, leased or owned through a subdivision, cooperative, condominium or other form of resident ownership.

Multi-Family Residential. Two (2) or more dwelling units on a lot. Types of multiple family dwellings include duplexes, garden apartments, senior housing developments, and multi-story apartment buildings.

Nurseries and Garden Centers. Establishments primarily engaged in retailing nursery and garden products—such as trees, shrubs, plants, seeds, bulbs, and sod— that are predominantly grown elsewhere. These establishments may sell a limited amount of a product they grow themselves. Fertilizer and soil products are stored and sold in package form only. This classification includes wholesale and retail nurseries offering plants for sale.

Offices

General Offices. Offices of firms or organizations providing professional, executive, management, administrative or design services, such as accounting, architectural, computer software design, engineering, graphic design, interior design, investment, and legal offices, excluding banks, and savings and loan associations (see Banks and Financial Institutions).

Walk-In Clientele. Offices of firms or organizations providing services to the public that rely on heavy pedestrian activity and constant visits by clients, including real estate offices, landlord-tenant services, credit counseling, and financial tax services.

Park and Recreation Facilities, Public. Parks, playgrounds, fairgrounds, recreation facilities, trails, wildlife preserves, and related open spaces, all of which are noncommercial. This classification also includes playing fields, courts, gymnasiums, swimming pools, picnic facilities, tennis courts, and golf courses, botanical gardens, as well as related food concessions or community centers within the facilities.

Parking, Public or Private. Surface lots and structures for use of occupants, employees, or patrons on the subject site or offering parking to the public for a fee when such use is not incidental to another activity.

Personal Services. Provision of recurrently needed services of a personal nature. This classification includes barber and beauty shops, massage therapy, tattoo parlors, seamstresses, tailors, dry cleaning agents (excluding large-scale bulk cleaning plants), shoe repair shops, self-service laundries, photocopying and photo finishing services, and travel agencies.

Public Safety Facilities. Facilities providing public-safety and emergency services, including police and fire protection and emergency medical services, with incidental storage, and maintenance facilities.

Recycling Facility. A facility for receiving, temporarily storing, transferring and/or processing materials for recycling, reuse, or final disposal. A certified recycling facility or certified processor means a recycling facility certified by the California Beverage Container Recycling and Litter Reduction Act. A recycling facility does not include storage containers or processing activity located on the premises of a residential, commercial or manufacturing use and used solely for the recycling of material generated by that residential property, business or

manufacturer. This use type does not include waste transfer facilities that operate as materials recovery, recycling, and solid waste transfer operations and are classified as utilities.

Reverse Vending Machine. An automated mechanical device that accepts, sorts and processes recyclable materials and issues a cash refund or a redeemable credit slip.

Recycling Collection Facility. A use that serves as a neighborhood drop off point for the temporary storage of recyclable materials but where the processing and sorting of such items is not conducted on-site.

Recycling Processing Facility. Facilities that receive, sort, store and/or process recyclable materials.

Religious Facilities. A facility for religious worship and incidental religious education and offices, including churches, temples, and other facilities used primarily for religious services or activities. This classification excludes private schools for primary or secondary education, as defined in this section, which also may be available for temporary use by the general public or civic, cultural, or educational organizations.

Residential Care Facilities, General. Facilities that require a State license or are State licensed and provide twenty-four (24) hour primarily non-medical care and supervision, or skilled nursing services, for more than six (6) persons in need of personal services, supervision, protection, or assistance for sustaining the activities of daily living. Living accommodations are shared living quarters with or without separate kitchen or bathroom facilities for each room or unit. This classification includes facilities that are operated for profit as well as those operated by public or not-for-profit institutions, including hospices, nursing homes, skilled nursing facilities, and convalescent facilities. This category excludes transitional housing, foster family homes, community service facilities, and any facilities supervised by or under contract with the State Department of Corrections.

Residential Care Facilities, Limited. Facilities that require a State license or are State licensed and provide twenty-four (24) hour non-medical care and supervision for six (6) or fewer persons in need of personal services, supervision, protection, or assistance for sustaining the activities of daily living, excluding the licensee or members of the licensee's family or persons employed as facility staff. Living accommodations are shared living quarters with or without separate kitchen or bathroom facilities for each room or unit. This classification includes facilities that are operated for profit as well as those operated by public or not-for-profit institutions, including hospices.

Retail Sales. The retail sale or rental of merchandise not specifically listed under another use classification. This classification includes department stores, clothing stores, furniture stores, pet supply stores, small hardware stores (with ten thousand (10,000) square feet or less of floor area), and businesses retailing the following goods: toys, hobby materials, handcrafted items, jewelry, cameras, photographic supplies and services (including portraiture and retail photo processing), medical supplies and equipment, pharmacies, electronic equipment, records, sporting goods, kitchen utensils, hardware, appliances, antiques, art galleries, art supplies and services, paint and wallpaper, carpeting and floor covering, office supplies, bicycles, video

rental, and new automotive parts and accessories (excluding vehicle service and installation). Retail sales may be combined with other services such as office machine, computer, electronics, and similar small-item repairs. This classification includes secondhand and wholesale stores.

Swap Meet. Any indoor or outdoor place, in an approved location, or for an approved activity where new or used goods or secondhand personal property is offered for sale or exchange to the general public by a multitude of individual licensed vendors, usually in compartmentalized spaces. The term swap meet is interchangeable with and applicable to: flea markets, auctions, open air markets, farmers markets, or other similarly named or labeled activities; but the term does not include the usual supermarket or department store retail operations.

Salvage and Wrecking. Storage and dismantling of vehicles and equipment for sale of parts, as well as their collection, storage, exchange or sale of goods including, but not limited to, any used building materials, used containers or steel drums, used tires, and similar or related articles or property.

Schools, Public or Private. Facilities for primary or secondary education, including public schools, charter schools, and private institutions having curricula comparable to that required in the public schools of the State of California.

Sexually Oriented Business. An establishment or concern that, as a regular and substantial course of conduct, offers, sells or distributes adult-oriented merchandise, or that offers to its patrons materials, products, merchandise, services, entertainment or performances that have sexual arousal, sexual gratification, and/or sexual stimulation as their dominant theme, or are characterized by an emphasis on specified sexual activities or specified anatomical areas and are not customarily open to the general public because they exclude minors by virtue of their age. This classification does not include any establishment offering professional services conducted, operated, or supervised by medical practitioners, physical therapists, nurses, chiropractors, psychologist, social workers, marriage and family counselors, osteopaths, and persons holding licenses or certificates under applicable State law or accreditation from recognized programs when performing functions pursuant to the respective license or certificate. Includes Sexually Oriented Businesses defined in Section 301.17(b), Definitions.

Single Family Dwelling. A dwelling unit designed for occupancy by one (1) household, and located on a separate lot from any other unit (except accessory living quarters, where permitted). This classification includes individual manufactured housing units installed on a foundation system pursuant to Section 18551 of the California Health and Safety Code.

Detached. A single-family dwelling unit that is not attached to any other dwelling unit.

Attached. A single-family dwelling unit, located singly on a lot, but attached through common vertical walls to one (1) or more dwellings on abutting lots. An attached single-family dwelling unit is sometimes referred to as a “townhome.”

Single Room Occupancy. A residential facility where individual secure rooms, which may or may not include cooking facilities, are rented to one (1) or two (2) person households for a

weekly or monthly period of time. This use type is distinct from a Hotel or Motel, which is a commercial use.

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

Transitional and Supportive Housing. As defined in Section 50675.2 and 50675.14, respectively, of the Health and Safety Code

Transportation Passenger Terminals. Facilities for passenger transportation operations. This classification includes rail stations, bus terminals, and scenic and sightseeing facilities, but does not include airports or heliports.

Utilities, Major. Generating plants, electric substations, solid waste collection, including transfer stations and materials recovery (recycling processing) facilities, solid waste treatment and disposal, water or wastewater treatment plants, and similar facilities of public agencies or public utilities.

Utilities, Minor. Facilities accessory to an established use involving only minor structures, such as electrical distribution lines, solar panels and underground water and sewer lines.

Utilities, Renewable Energy Facility. Facilities including solar, wind or other facility utilizing renewable energy.

Warehousing and Storage. Storage and distribution facilities without sales to the public on-site or direct public access.

Chemical, Mineral, and Explosives Storage. Storage of hazardous materials including but not limited to: bottled gas, chemicals, minerals and ores, petroleum or petroleum-based fuels, fireworks, and explosives.

Indoor Warehousing and Storage. The storage of general merchandise or refrigerated goods within enclosed buildings. Establishments in this classification provide facilities to store commercial goods, but do not sell the goods they handle. They may provide a range of services related to the distribution of goods, including labeling, breaking bulk, inventory control and management, order entry and fulfillment, price marking and ticketing, and transportation arrangement. However, they always provide warehousing or storage in addition to any logistics services.

Personal Storage. Facilities offering storage for individual use, including mini-warehouses and mini-storage.

Wholesaling and Distribution. Indoor storage and sale of goods to other firms for resale; storage of goods for transfer to retail outlets of the same firm; or storage and sale of materials and supplies used in production or operation, including janitorial and restaurant supplies.

Wholesalers are primarily engaged in business-to-business sales, but may sell to individual consumers through mail or internet orders. They normally operate from a warehouse or office having little or no display of merchandise, and are not designed to solicit walk-in traffic.

SECTION 4. Section 301.23 is hereby repealed in its entirety and replaced with the following:

301.23 Cannabis Cultivation, Use, and Commercial Activities

A. Purpose and Intent

1. The City Council, based on evidence presented to it in the proceedings leading to the adoption of this chapter, hereby finds that the cultivation, preparation, and distribution of cannabis in the city has caused and is causing ongoing impacts to the community. These impacts include increases in various types of crime due to outdoor grows, damage to buildings containing indoor grows, including improper and dangerous electrical alterations and use, inadequate ventilation leading to mold and mildew, increased frequency of home-invasion robberies and related crimes. Many of these impacts have fallen disproportionately on residential neighborhoods, but nonetheless also negatively impact properties in the commercial districts. These impacts have also created an increase in response costs, including code enforcement, building, land use, fire, and police staff time and expenses.
2. The City Council finds that the restrictions on personal cannabis cultivation, drying, harvesting, processing, smoking and use, and prohibitions on commercial marijuana cultivation, marijuana processing, marijuana delivery, and marijuana dispensaries are necessary for the preservation and protection of the public health, safety, and welfare for the City and its community. The City Council's prohibition of such activities is within the authority conferred upon the City Council in its Charter and state law.
3. The purpose of this article is to restrict personal cannabis cultivation, drying, harvesting, processing, smoking, and use, consistent with permitted local regulation under State law, and to expressly prohibit the establishment of commercial cannabis uses in the City.

B. Interpretation and Applicability

1. Nothing in this section is intended to, nor shall it be construed to, preclude a landlord from limiting or prohibiting cannabis cultivation, smoking or other related activities by tenants.
2. Nothing in this section is intended to, nor shall it be construed to, burden any defense to criminal prosecution otherwise afforded by California law.

3. Nothing in this section is intended to, nor shall it be construed to, exempt any cannabis related activity from any and all applicable local and state construction, electrical, plumbing, land use, or any other building or land use standards or permitting requirements.
 4. Nothing in this section is intended to, nor shall it be construed to, make legal any cultivation, transportation, sale or other use of cannabis that is otherwise prohibited under California law.
 5. All cultivation activities within city limits shall be subject to the provisions of this section and other applicable provisions of this Code, regardless of whether the cultivation activities existed or occurred prior to adoption of this section. However, all holders of active cultivation permits (who are in full compliance with said permits) issued under this former Section 301.23 shall be allowed to continue to engage in the permitted activity until the expiration of their permits.
- C. Definitions: For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:
1. ***Accessory Structure.*** A residential accessory structure shall include any uses that are customarily related to a residence, including garages, greenhouses, storage sheds, studios, and workshops. Any accessory structure must be compliant with Section 301.01 and any other applicable provisions of the Municipal Code.
 2. ***“Cannabis”*** (and/or ***“Marijuana”***) means any or all parts of the plant Cannabis Sativa Linnaeus, Cannabis Indica, or Cannabis Ruderalis, whether growing or not; the seeds thereof; the resin or separated 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, including marijuana infused in foodstuff or any other ingestible or consumable product containing marijuana. “Cannabis” or “Marijuana” also includes cannabis that is used for medical, non-medical, or other purposes. “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 plan which is incapable of germination. “Cannabis” also does not include industrial hemp, as defined in California Health and Safety Code Section 11018.5.
 3. ***“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.

4. ***“Cannabis (or Marijuana) Collective”*** or “cooperative or collective” includes any group that is collectively or cooperatively cultivating and distributing marijuana for medical purposes that is organized in the manner set forth in the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, as may be amended from time to time, that was issued by the office of the Attorney General for the state of California, or for the purposes set forth in California Health and Safety Code Section 11362.5 (Compassionate Use Act) of California Health and Safety Code Sections 11362.7 to 11362.83 (Medical Marijuana Program Act).
5. ***“Cannabis Dispensary”*** means any business, office, store, facility, location, retail storefront or wholesale component of any establishment, cooperative or collective that delivers, whether mobile or otherwise, dispenses, distributes, exchanges, transmits transports, wells or provides cannabis to any person for any reason, including members of any medical cannabis cooperative or collective.
6. ***“Cannabis product”*** means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including but not limited to concentrated cannabis; or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.
7. ***“Commercial cannabis activity”*** means 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.
8. ***“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.
9. ***“Cultivation”*** means any activity involving the growing, planting, harvesting, drying, curing, grading, or trimming, and includes processing of cannabis when done for individual (noncommercial) purposes.
10. ***“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.
11. ***“Distribution”*** means the procurement, sale, and transport of cannabis and cannabis products between entities licensed under Division 10 of the California Business and Professions Code, as they may be amended from time to time.
12. ***“Manufacture”*** means to compound, blend, extract, infuse or otherwise make or prepare a cannabis product.
13. ***“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.

14. **“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.

D. Severability: If any part of Section 301.23 is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this section.

E. Personal (Non-commercial) Cultivation:

1. To the extent that the following activities are permitted by State law, nothing in this article shall prohibit a person 21 years of age or older from:

a. Possessing, processing, purchasing, transporting, obtaining or giving away to persons 21 years of age or older, without compensation whatsoever, not more than 28.5 grams of cannabis not in the form of concentrated cannabis;

b. Possessing, processing, purchasing, transporting, obtaining or giving away to persons 21 years of age or older, without compensation whatsoever, up to eight grams of cannabis in the form of concentrated cannabis;

c. Smoking or ingesting cannabis or cannabis products except as prohibited by California Health and Safety Code Section 11362.3 (and as restricted by this Section).

d. Possessing, transporting, purchasing, obtaining, using, manufacturing, or giving away cannabis accessories to persons 21 years of age or older without compensation whatsoever;

e. Engaging in the cultivation of six or fewer live cannabis plants within a single private residence, or inside an accessory structure located upon the grounds of a private residence, or if grown outdoors within a locked space that is not visible by normal, unaided vision from a public place or from the surrounding properties; or

2. This Section shall also prohibit any commercial cannabis activity that the city is otherwise required by State law to allow within its jurisdiction pursuant to MAUCRSA.

3. The use of gas products or other volatile solvent (e.g., CO₂, butane, etc.) for cannabis cultivation, processing or manufacture is prohibited;

4. There shall be no exterior evidence of cannabis cultivation occurring at the property, from a public right-of-way;

5. No distribution of cannabis cultivated for personal use shall be allowed other than as otherwise authorized by this Section, or required to be allowed by law;

6. Cannabis cultivation lighting shall not exceed 1,200 watts;

7. The accessory structure(s) shall at all times meet the requirements of the latest adopted version of the California Building, Fire, Mechanical, Electrical and Plumbing Codes (collectively California Codes);
8. All electrical equipment used in the cultivation of medical cannabis, (e.g., lighting and ventilation) shall be plugged directly into a wall outlet or otherwise hardwired and permits obtained pursuant to the California Building, Electrical, Mechanical, Plumbing or other state or local laws rules and regulations;
9. Prior to performing any work on electrical wiring/rewiring the applicant shall first obtain a building, mechanical and/or electrical permit from the Building Division;
10. If required by California Building or Fire Code, the wall(s) adjacent to the cultivation area shall be constructed with 5/8-inch Type X moisture-resistant drywall;
11. Cannabis cultivation areas shall be secured by a functioning audible alarm at all times during growing seasons;
12. The growing of cannabis outdoors shall comply with the setback requirements for the primary residence on the property subject to the zoning classification of the property;
13. Cannabis plants grown outdoors shall be grown in an area enclosed with a solid view obscuring fence, secured with self-closing and locking gates; and
14. Areas for cultivation of cannabis shall be secured, locked, and fully enclosed and rendered inaccessible to minors.

F. Prohibited Uses and Activities

1. Commercial cannabis activity, whether or not for profit, is prohibited in all zones, specific plans areas, and overlay zones of the city. No person shall establish, operate, maintain, conduct, allow or engage in commercial cannabis activity anywhere within the city. To the extent this prohibition conflicts with any other provision of this Municipal Code, this prohibition will control.
2. A property owner shall not rent, lease or otherwise permit any person or business that engages in commercial cannabis activity to occupy real property in the city. A property owner shall not allow any person or business to establish, operate, maintain, conduct, or engage in commercial cannabis activity on any real property owned or controlled by that property owner that is located in the city.
3. Subsection 1 above shall prohibit all activities for which a State license is required pursuant to MAUCRSA, as the same may be amended from time to time. Accordingly, the city shall not issue any permit, license, or other entitlement for any activity for which a State license is required under the MAUCRSA, as the same may be amended from time

to time. The city shall also not issue any local license to a nonprofit entity pursuant to California Business and Professions Code section 26070.5.

4. To the extent not already prohibited by subsection 1 above, all deliveries of cannabis or cannabis products, to or from any location are expressly prohibited. No person shall conduct or perform any delivery of any cannabis or cannabis products, which delivery either originates or terminates within the city. This subsection shall not prohibit any person from transporting cannabis through the jurisdictional limits of the city for delivery or distribution to a person located outside the city, where such transport does not involve delivery or distribution within the jurisdictional limits of the city.

5. The smoking, ingesting, or use of cannabis or cannabis products is prohibited in all public places, in all locations where smoking tobacco is prohibited, and on all business properties or within business facilities within the jurisdictional limits of the city, unless otherwise expressly authorized by city regulation, or required to be allowed by State law.

- G. Enforcement. Any violation of this chapter is subject to any and all penalties as prescribed in the Porterville Municipal Code, in addition to being subject to other remedies provided by law, including but not limited to, injunctive relief, nuisance abatement action, summary abatement of immediately hazardous conditions, and all other applicable fines, penalties and remedies. This chapter is adopted to address public health and safety issues, and as such, carries with it an express legislative intent to be interpreted strictly, enforced with an emphasis on public and community safety, and enforced rigorously in a manner such as to deter further violations. In any civil action brought pursuant to this article, a court of competent jurisdiction may award reasonable attorneys' fees and costs to the prevailing party. Notwithstanding the penalties set forth in the Porterville Municipal Code, no provision of Section 301.23 or this Code authorizes a criminal prosecution, arrest or penalty inconsistent with or prohibited by Health and Safety Code Section 11362.71 et seq. or Section 11362.1 et seq., as the same may be amended from time to time. In the event of any conflict between the penalties enumerated under this Code and any penalties set forth in State law, the maximum penalties allowable under State law shall govern.

SECTION 5: The City Council finds the approval of this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(2) – the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and 15060(c)(3) – the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the City Council finds the approval of this ordinance is not a project under CEQA Regulation Section 15061(b)(3) because it has not potential for causing a significant effect on the environment.

SECTION 6: This ordinance shall be in full force and effect not sooner than thirty (30) days from and after the ordinance's publication and passage.

Ordinance No.

PASSED, APPROVED AND ADOPTED this ____ day of November, 2017.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – OCTOBER 17, 2017

SUBJECT: Public Hearing on the Establishment of By-District Election Boundaries for the Porterville City Council

SOURCE: Administrative Services

COMMENT: As the Council is aware, on August 30, 2017, the City of Porterville received a letter from the Law Firm of Melo and Sarsfield in which it's asserted that the City's current "at-large" voting system does not comply with the California Voting Right Act (Elec. Code § 14025 et seq.). The letter threatens litigation unless the City voluntarily agrees to implement district elections.

In response to that letter, and in an effort to stay within safe harbor protections, on September 19, 2017, the City Council adopted a resolution to initiate procedures for establishing and implementing by-district elections.

The process of conversion from at-large to district elections consists of: two public hearings (the City is conducting more to provide ample opportunity for public comment); the drawing of draft maps; two additional public hearings; and finally, the adoption of an ordinance selecting a district map and establishing the process by which staggered district elections will be implemented.

This public hearing is to receive public comment prior to the drawing of district maps. Public input is a vital component in determining district boundaries and assists in identifying "communities of interest" and also to understand how a community wants to be represented. One additional pre-map public hearing will be held on October 24, 2017.

RECOMMENDATION: That the City Council conduct a public hearing to receive public input for criteria in the drafting of district boundary maps.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – OCTOBER 17, 2017

SUBJECT: Consideration of Appointments to City Commissions

SOURCE: Administrative Services

COMMENT: As the Council is aware, vacancies currently exist on various City commissions and committees. Four vacancies currently exist on the Parks & Leisure Services Commission. Staff has publicized these vacancies and has received interest from three individuals: Mr. Phillip Duncan, Ms. Diane Graybehl, and Ms. Janet Uresti. Each candidate has submitted a Request for Appointment, which is attached for the Council's consideration.

In addition, one vacancy remains on the City's Arts Commission. Staff has received one Request for Appointment for this Commission from Ms. Emily Luna, which is also herein provided for Council's consideration.

RECOMMENDATION: That the City Council consider the appointment of up to three individuals to the Parks and Leisure Services Commission to terms ending in October of 2021, and one individual to the Arts Commission for a term to expire in July of 2019.

ATTACHMENTS:

1. Request for Appt to P&LSC - Duncan
2. Request for Appt to P&LSC - Graybehl
3. Request for Appt to P&LSC - Uresti
4. Request for Appt to AC - Luna

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
REQUEST FOR APPOINTMENT

RECEIVED

OCT 03 2017

CITY OF PORTERVILLE
CITY CLERK OFFICE

Please complete all blanks.

Name: PHILLIP DUNCAN

(Please Print)

Appointment to: PORTERVILLE PARKS AND LEISURE COMMISSION

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address:

[REDACTED]

PORTERVILLE, CALIFORNIA 93257

Mailing Address:

SAME AS ABOVE

—

Name of Business:

N/A

☐ Own

☐ Operate

Business Address:

N/A

—

Telephone: Home

[REDACTED]

Work

N/A - DISABLED

FAX

N/A

E-mail

[REDACTED]

City of Porterville resident:

☒

Yes

☐

No

Registered Voter:

☒

Yes

☐

No

Qualifications: • JUNIOR GIANTS COACH 2008 AND 2009. WILLIE MAC AWARD
WINNER IN 2008.

• ASPC STUDENT BODY PRESIDENT 2010-2011 AND 2011-2012.

• KCLD STUDENT TRUSTEE 2010-2011.

• KCLD BOND OVERSIGHT COMMITTEE 2010-2011 AND 2011-2012.

• PORTERVILLE COLLEGE STUDENT OF THE YEAR 2010 AND 2012.

• PORTEVILLE COLLEGE SCHOLAR OF THE YEAR 2012.

• DETERMINED MESS (A VOLUNTEER GROUP I FORMED) CLEANS TULE RIVER PARK-
WAY QUARTERLY; HELPS PARKS AND LEISURE EVENTS; COLLECTS TOYS FOR
SIERRA VIEW CHILDREN'S UNIT; AND, MUCH MORE.

☐ Resume attached

☒ Letter of request attached

Submitted By: Phil Duncan

9.12.17
Date

Received by: _____

Forwarded to: City Clerk ☐ Date: _____

City Council ☐ Date: _____

City Manager ☐ Date: _____

Applicable Dept. ☐ Date: _____

Tentative Council Mtg Date: _____

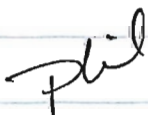
THANK YOU FOR YOUR TIME AND CONSIDERATION.

DIRECTOR MOORE ASKED ME IF I WOULD CONSIDER AN APPOINTMENT, AND AFTER QUESTIONING MY HEALTH AND ABILITY TO FULFILL THE REQUIREMENTS NECESSARY, I WOULD APPRECIATE CONSIDERATION FOR THIS POSITION.

I AM DISABLED AND FACING AT LEAST THREE MORE SURGERIES. NONETHELESS, I DO NOT BELIEVE THEY WILL INTERFERE WITH THE COMMISSION.

I'VE NOT WORKED SINCE PORTERVILLE COLLEGE BOOKSTORE FROM APRIL 2013 TO MARCH 2015. PRIOR TO THAT I WAS A FULL TIME STUDENT AT PORTERVILLE COLLEGE AND UC BERKELEY. ALTHOUGH, I DID NOT WORK WHILE ATTENDING BERKELEY, I DID WORK PART TIME AT PC AS A SUPPLEMENTAL INSTRUCTION LEADER AND AS A WRITING MENTOR.

I AM INVESTED IN THE COMMUNITY VOLUNTEERING WITH DETERMINED MESS INCLUDING AT SEVERAL PARKS AND LEISURE EVENTS. I DO BELIEVE I WOULD BE AN ASSET TO THIS COMMISSION, IF SO APPOINTED.


PHILLIP DUNCAN

RECEIVED

OCT 02 2017

CITY OF PORTERVILLE
CITY CLERK OFFICE

CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: Diane Graybehl
(Please Print)

Appointment to: Parks + Leisure Commission
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address: [REDACTED]
Porterville, CA 93257

Mailing Address: Same

Name of Business: Retired
☐ Own ☐ Operate

Business Address: N/A

Telephone: Home [REDACTED]
Work _____
FAX _____
E-mail _____

City of Porterville resident:

☒ Yes
☐ No

Registered Voter:

☒ Yes
☐ No

Qualifications: _____

Regular volunteer with Parks + Leisure
Background in Physical Education and Recreation
(BA in Physical Education)
Interest in Health and Fitness in our community

- ☐ Resume attached
- ☐ Letter of request attached

Submitted By: Deane Graybell 9/28/17
Date

Received by: _____

Forwarded to: City Clerk ☐ Date: _____

City Council ☐ Date: _____

City Manager ☐ Date: _____

Applicable Dept. ☐ Date: _____

Tentative Council Mtg Date: _____

OCT - 5 2017

ADMINISTRATIVE SERVICES

CITY OF PORTERVILLE
REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: Janet Uresti

(Please Print)

Appointment to: Parks and Leisure Services Commission

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :Street Address: [REDACTED]Porterville, CA 93257Mailing Address: Same as street addressName of Business: NA☐ Own☐ OperateBusiness Address: NATelephone: Home [REDACTED]Work [REDACTED]FAX NAE-mail [REDACTED]

City of Porterville resident:

☒ Yes☐ No

Registered Voter:

☒ Yes☐ No

Qualifications: I have lived in Porterville for 13 years and during that time I have enjoyed visiting the various parks and facilities in the city. I have also enjoyed attending numerous events hosted by the Parks and Leisure Services Department. I really enjoy working with children and adults and serving within the community, so I believe I would be a good addition to this commission.

☒ Resume attached

☒ Letter of request attached

Submitted By: Janet Unzueta 10/5/17 Date

Received by: _____

Forwarded to: City Clerk ☐ Date: _____

City Council ☐ Date: _____

City Manager ☐ Date: _____

Applicable Dept. ☐ Date: _____

Tentative Council Mtg Date: _____

Janet Uresti

Porterville, California 93257

Driven and dynamic educator dedicated to teaching students and inspiring them to become life-long learners. A self-starting leader with excellent organizational and communication skills who effectively collaborates with students, faculty, staff and parents to ensure a positive learning environment for all students. Experience in working in an elementary setting as well as an alternative education setting with at-risk, English language learners, Special Needs students and high-achieving students.

CAREER OBJECTIVE To utilize my educational leadership abilities to enhance a school through a shared vision and goals with the belief that every student can achieve success.

EDUCATION

2015-Present	Fresno Pacific University M.A., <i>Administrative Services (In Progress)</i>
2017	<i>Administrative Services Credential (Certificate of Eligibility)</i>
2008-2009	Fresno Pacific University <i>Clear Multiple Subject Teaching Credential</i>
2002-2004	California State University, Fresno B.A., <i>Mass Communication and Journalism, History Minor</i>
2000-2001	West Hills College, Lemoore <i>A.A., Liberal Arts</i>

PROFESSIONAL EXPERIENCE

Spring 2017	<i>Adjunct Professor – Porterville College</i>
Responsibilities:	Teach an interdisciplinary studies college course in which students discover who they are, where they want to go, and how to get there, which culminates in the creation of a 10-year plan.
2014-Present	<i>Part-Time Teacher – Butterfield Charter High School</i>
Responsibilities:	Train teachers in the school's policies and procedures and assist in assigning classes to students on master agreements and in carrying out school-wide activities. Assist in preparing the WASC progress report. Assist in running the credit recovery summer school program for high school students throughout the district. Establish and maintain a positive school environment while ensuring a safe and healthy learning environment for all students and staff.

- 2009-2013
Responsibilities: *Teacher – Hope Elementary School*
Establish and maintain effective relationships with students, faculty, staff and parents to ensure that students achieve academic learning goals aligned with standards. Actively participate and assist with various school functions including field trip fundraisers, kindergarten registration, yearbook coordination and Character Counts recognition for all students.
- 2008
Responsibilities: *Substitute Teacher – Porterville Unified School District*
Teach students using the provided lesson plan while maintaining versatility in instruction and the ability to adapt quickly to meet the learning needs of students.
- 2006-2008
Responsibilities: *Secretary – City of Porterville*
Prepare, edit and revise agenda items for bi-monthly city council meetings. Maintain effective communication between multiple departments within the city and the public. Organize meetings and track expenditures for the city's General Plan Update.
- 2005
2004-2005
Responsibilities: *Features Editor – The Porterville Recorder*
Reporter
Interview, write and edit stories on a variety of topics for the newspaper. Design pages for the weekly entertainment publication. Maintain good relationships and open communication with numerous members of the community.
- 2002-2004
Responsibilities: *Special Activities Leader – City of Hanford*
Plan, supervise and create safe recreational activities for children at an after-school program as well as during the summer at the city's teen center.
- 2000-2002
Responsibilities: *Instructional Aide – Island Elementary School*
Provide support to teachers through assisting with lessons, tutoring, bookkeeping and supervising of students. Gained experience in working with English language learners and Special Needs students.

October 5, 2017

City of Porterville
291 North Main Street
Porterville, California 93257

To whom it may concern:

I am writing as a member of the community requesting to serve as a commissioner on the Parks and Leisure Services Commission. I have lived in Porterville for 13 years and have enjoyed visiting the various parks, facilities and numerous events hosted by the Parks and Leisure Services Commission.

I believe that with my background in working in government in a variety of capacities and with children (including for a parks department for a city in the San Joaquin Valley) that I have a unique and experienced perspective to add to the commission.

As a mother of two small boys, we frequently visit the City Parks and my sons enjoy spending time each summer at the City Pool whether it is for recreational swimming, or swim lessons. I am also a teacher and I work with high school students who are always looking for activities to get involved in, or ways to provide community service.

My understanding is that the commission serves as an advisory committee to the City Council in making a variety of recommendations and I feel that I can help serve within this capacity. Thank you for your consideration.

Sincerely,



Janet Uresti

Porterville, California 93257

CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

RECEIVED
SEP 28 2017
CITY OF PORTERVILLE
CITY CLERK OFFICE

Please complete all blanks.

Name: Emily Lunai
(Please Print)

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

☐ Reappointment; or IF NEW, please provide :

Street Address: [REDACTED]
Strathmore, CA 93267

Mailing Address: _____

Name of Business: _____
☐ Own ☐ Operate

Business Address: _____

Telephone: Home [REDACTED]

Work _____

FAX _____

E-mail [REDACTED]

City of Porterville resident:

☐ Yes

☒ No

Registered Voter:

☐ Yes

☒ No

Qualifications: I went to Harmony Magnet Academy in the pathway of performing arts. I attend Porterville College, minoring in commercial art. I was in dance, musical theatre, ~~stagecraft~~ ^{stagecraft}. I created a fundraising event as my senior project. I have also made tie dye shirts and displayed in the Porterville Art Walk. I can provide as much knowledge on art as I can. I went to the first Art commission meeting to get a feel for how things work, after my first experience I am more interested in joining the Arts commission to bring back awareness of the arts in Porterville.

☐ Resume attached

☐ Letter of request attached

Submitted By: Emily Luna Emily Luna 9/28/17
Date

Received by: Juliana Andrade

Forwarded to: City Clerk ☐ Date: _____

City Council ☐ Date: _____

City Manager ☐ Date: _____

Applicable Dept. ☐ Date: _____

Tentative Council Mtg Date: _____



CITY COUNCIL AGENDA – OCTOBER 17, 2017

SUBJECT: Tulare County Economic Development Corporation (TCEDC) Presentation and Review

SOURCE: City Manager's Office

COMMENT: At its meeting on August 15, 2017, the City Council requested a presentation by the Tulare County Economic Development Corporation, with respect to both its financial and business attraction performance.

As background, the Tulare County Economic Development Corporation (TCEDC) was incorporated on May 2, 1983, as a collaboration of the County of Tulare, the county's eight (8) incorporated cities, and the Private Industry Council (predecessor to the current Workforce Investment Board) to advance and promote economic development across the county. The TCEDC was established with two (2) primary objectives: 1) Industrial Promotion, consisting of advertising, marketing, community readiness, site preparation, technical assistance and coordination of county-wide response to inquiries; and 2) Financial Assistance, including loan certification and packaging, revolving loan fund management and industrial bond liaison. The composition of the TCEDC was modified in 2000 to include both public and private sector participation and representation on the Board of Directors.

Since its inception, funding for the TCEDC has been based largely upon a formula of the participating public members. In 1983, the contribution formula was based upon relative sales tax generation and adjusted annually, which the City of Porterville was 11.81% (\$13,330) and was 12.52% (\$38,500) when contribution levels were frozen in 2000. In 2011, in support of the Business Incentive Zone designation, \$100,000 was apportioned to the public members based upon relative population, which Porterville was 15.80% (\$15,798), bringing its total annual contribution to \$54,298. In 2014, the County of Tulare withdrew from the TCEDC, causing a review and change of the formula to include equal consideration of relative population, sales tax and property tax, which the Porterville share was 15% (\$49,423).

Private sector participation beginning in 2000 precipitated \$30,000 in annual contributions, with the highest level of contribution being \$150,000 in 2006. Private sector contributions are currently \$45,000.

This fiscal year, both the Cities of Exeter and Farmersville have notified the TCEDC that due to financial constraints, they are unable to make their financial contributions this year, and are concerned about their ongoing ability to

financially participate. The City of Tulare made the determination to immediately withdraw from the TCEDC last month, and the City of Visalia will be determining their continued participation at the end of November. All of the public member agencies have expressed their concern for the future level of financial contribution in regards to the PERS employer contribution increases that begin next year, compounded by the likelihood of an economic recession likely to occur in the next couple of years. In response to current financial concerns, the TCEDC acted to contribute \$100,000 from reserves this fiscal year, reducing the Porterville contribution from \$49,423 to \$33,675. Also this fiscal year, the County of Tulare appropriated \$10,000 toward the TCEDC, and may be considering rejoining the TCEDC as a full member next fiscal year.

Through the TCEDC, two (2) significant prospects have located in Porterville, including Walmart Distribution (1991) and ProDocument Solutions (2003). No City financial support was provided to Walmart in its location to Porterville, however, ProDocument Solutions was provided a \$355,000 CDBG loan to assist in their location at the then vacant Standard Register facility, of which \$195,000 was forgivable for facility rehabilitation. Beyond the 42 full-time and 150 temporary seasonal jobs provided given its business operation, ProDocument Solutions also generates sales tax for the City, which every other year is in excess of the City's annual TCEDC contribution.

City staff has consistently and without fail submitted eligible sites for consideration by prospect leads generated by the TCEDC. According to information provided by the TCEDC, over the past five (5) years, the City has submitted local sites on 60 industrial prospects, of which one lead to site visits. Unfortunately, although the manufacturing prospect wished to locate in Porterville, the property owner was ultimately not receptive to co-locating with the prospect.

RECOMMENDATION: That the City Council receive a presentation from the Tulare County Economic Development Corporation (TCEDC), and review its participation in the TCEDC.

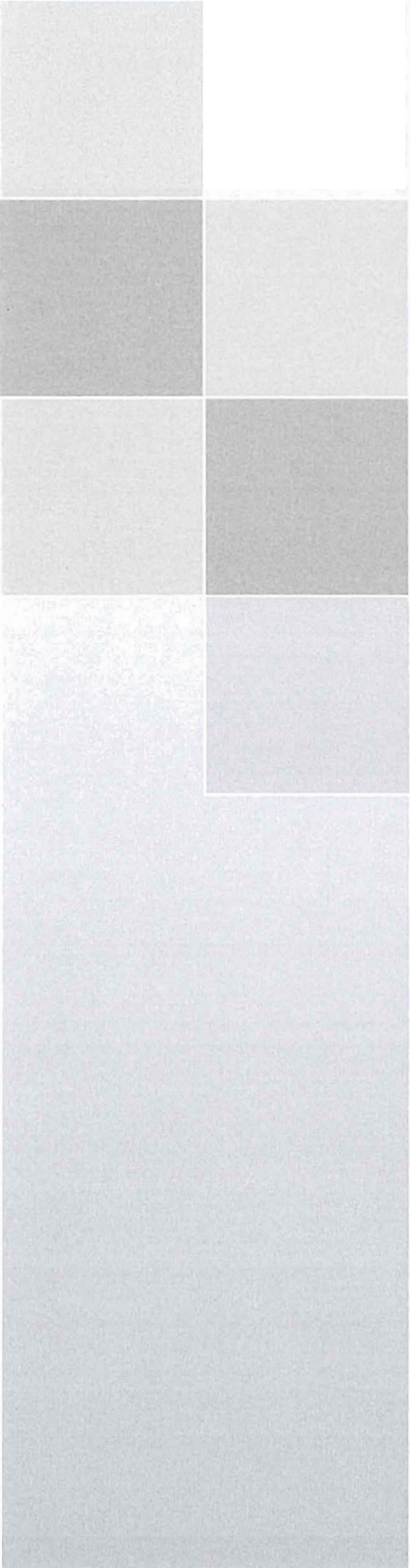
ATTACHMENTS: 1. TCEDC Background Report
 2. TCEDC 2017-2018 Budget
 3. TCEDC Prospect Report

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



Planning for the Future

EDC Background Report

This report provides background information and analysis to assist the City Managers Group and Administrative Committee in formulating recommendations to the EDC Board of Directors on the future direction of the EDC.

Providing Hope & A Future.
One Job At A Time
Economic Development Corporation serving Tulare County



PLANNING FOR THE FUTURE

TABLE OF CONTENTS

Historical Setting.....	2
Mission, Vision & Goals.....	5
Purpose and Function.....	6
Core & Essential Services.....	8
10 Year Review of Projects Assisted.....	13
Fiscal & Economic Impact.....	14
EDC Funding History.....	16
Budget For Core & Essential Services.....	20

HISTORICAL SETTING

The following provides a review of the formation of the EDC and major restructuring that has occurred since formation, particularly showing changes that established the current purpose, programs, structure, budget and funding.

Formation & Incorporation

The EDC was incorporated May 2, 1983 following the completion of a report by a countywide committee of elected officials who were charged with providing recommendations on:

- Definition of programs and activities of the organization
- Organizational structure
- Structure of Governing Board
- Process of establishment
- Budget & Staffing
- Office Location

The resulting organization, the Tulare County Economic Development Corporation, was established with two (2) primary programs/activities:

- Industrial Promotion, consisting of advertising, marketing, community readiness, site preparation, technical assistance and coordination of county wide response to inquiries.
- Financial Assistance, including loan certification and packaging, revolving loan fund management and industrial bond liaison.

The organizational structure recommended by the committee was a non-profit corporation with ten (10) "corporate voting members" consisting of the eight cities, the County and the Private Industry Council ("PIC") (predecessor to the current Workforce Investment Board). Non-voting membership was open to individuals and businesses. The Governing Board consisted of 27 local government representatives from each jurisdiction comprising of one elected official and two others appointed by the jurisdiction and one member representing the PIC. Staffing consisted of two (2) staff, an Executive Director and clerical support person.

The formation committee recommended that the EDC be funded "primarily through contributions of its corporate members (8 cities, County and the PIC)" and that the contributions be "apportioned based on sales tax capture formula". The Committee based this recommendation on the premise that "the economic interest of Tulare County's communities will be served by the establishment and operation of this corporation, it is appropriate that the cities and County be the corporation's primary source of financial support". Financial support was also provided by the PIC, which at the time, was able to support job creation efforts.

1993 Restructuring

The EDC Board of Directors utilized the original formation topics (listed above) to review and recommend restructuring of the EDC. Business recruitment marketing and financing (loan) program (formally chartered in September of 1983) remained the primary focus of the

organization. The structure of the Board was expanded to include an additional Board member (City Manager/Administrator/County Administrator) and process for how Executive Committee was appointed was changed. The primary change in 1993 was the budget and contribution formula. The budget was established at \$339,500 and allocated to the public sector with a “minimum” level of \$5,000, resulting in the public sector either contributing their share based on the sales tax formula or \$5,000 whichever was higher.

1999 Restructuring

The EDC was informed by the Small Business Administration that its Board of Directors, which at the time was reduced to eleven (11) members, one representative for each public agency and two (2) appointed members, did not meet the SBA’s requirements as a governing body for the SBA’s financing programs and would need to be restructured. Following a series of meetings and discussions, the EDC decided to separate the financing portion of its program into a new entity, the Certified Development Corporation serving Tulare County (aka Business Finance Center), which was incorporated in June of 1999. The EDC continued with the primary focus of business recruitment and marketing while the CDC focused on the financing portion of the EDC’s original mission. The financial impact to the EDC was the loss of approximately \$300,000 in operating revenue that was derived from the loan activity. The public sector allocation remained at \$307,500 (the amount currently allocated today) and was supplemented by \$100,000 which was contributed separately to fund the new Targeted Tax Area/Business Incentive Zone (TTA/BIZ), which also commenced operations the same year and incorporated into the EDC’s overall work plan for business recruitment and marketing.

2000 Restructuring

Concurrent with the public-sector review and restructuring of the EDC in 1999, a group of private sector individuals, formed as the Tulare County Partnership for Economic Development, retained a consulting firm to develop an economic development strategy, funding recommendations, and program to create a new organization focused on a broader range of economic development activities than just business recruitment. The strategy recommended a new organization that focused on “pro-active economic development strategies” that included workforce development, education, tourism promotion, business recruitment, business retention/expansion, infrastructure development, agribusiness formation, branding, governmental affairs/business climate advocacy and small and minority business development. The group, which included then Board of Supervisors member Bill Maze who chaired the EDC Board of Directors, brought the report before the EDC Board of Directors and subsequently discussion of restructuring the existing EDC resulted. The bylaws were revised to have a Board of Directors of nine (9) elected officials (since modified to provide option of city manager appointments) and nine (9) private sector representatives. The bylaws were amended and the new Board of Directors seated and began the process of adding to the business recruitment and marketing program. From 2001 to 2011, the EDC work program expanded to include education/workforce development (specifically higher education), tourism promotion, business retention/expansion, branding, business climate advocacy and entrepreneurial development (agribusiness and minority business). Private sector financial support began to increase from approximately \$30,000 in 2001 peaking to \$150,000 in FY 2005-06. Public sector allocation remained the same at \$307,500, except for 2009-10, when the EDC reduced public sector allocation to assist the cities during the recession.

2011 Restructuring

Because of consultations with public sector members, the EDC Board adopted structural and organizational changes that eliminated most non-business recruitment related programs, including tourism promotion, higher education, entrepreneurial development and business advocacy. The mission and goals were also modified to reflect a single focus of business recruitment, returning the EDC to its original mission and focus. The final elements of the restructuring were completed in 2013 with the closing of the California Welcome Center. Starting in FY 2011-12, the EDC has focused on business recruitment marketing, as well as administering the Enterprise Zone and Recycling Market Development Zone programs. Entrepreneurial programs aimed at high school students was added back to work program in FY 2012-13.

2013-14 Restructuring

Following a review with the City Managers and the departure of the County as a member, the EDC eliminated the remaining elements of non-business recruitment activities, except the quarterly economic report and the annual economic summit. Because of the end of the enterprise zone program, staffing was reduced and a rebate of the funds saved was provided to the cities and county. The certified sties program was also placed on hold.

2014 Work Plan Modification

The EDC Board entered into an agreement with the State of California to provide tax credit voucher services for enterprise zones in Los Angeles and San Diego counties. The program lasted approximately ninety (90) days and generated nearly \$1 million in net revenue to the EDC.

2017 Work Plan Modification

On August 9, 2017, the Board adopted a revised budget that reduced staffing to 2.5 and resulted in the elimination or phase out of the following non-essential programs/activities: business climate monitoring/advocacy (effective immediately), CEDS update/revision (effective November 1), Quarterly economic report (Effective December 31), Annual Economic Summit (effective March 19, 2018), Fiscal/Economic Impact Analysis (effective October 1), retail contacts database (effective December 31). Additional reductions in costs were also identified and implemented to achieve long term reduction of costs.

MISSION, VISION & GOALS

The EDC Board of Directors annually conducts a strategic planning process that reviews the vision, mission, goals, and general direction of the organization prior to the consideration of a budget and annual work plan. The most recent strategic planning meeting was held in February 2017. Included in the strategic planning process is a competitive analysis, key performance metrics and evaluation of marketing results.



Vision

Tulare County will become the premier location in California to live, work, learn and play. It will rank as one of the top locations for corporate locations and expansions and be recognized as having a superior quality of life in California.



Mission

The Economic Development Corporation is the regional leader of economic development by attracting and supporting business and industry for the communities of Tulare County

Goals

The following are the goals adopted by the Board during the last strategic planning session.

The strategies and tactics of the EDC will meet one or more of the following goals:

- Maximize opportunities for economic growth and job creation
- Create a globally competitive environment for business
- Communicate and inform stakeholders of progress toward achieving the EDC vision.

The tactics and strategies contained in the annual work plan are identified to the goal or goals that will be met. In addition to the vision, mission and goals, the EDC also operates on many guiding principles:

- Deliver high value and excellent service to clients in a timely manner.
- Leverage resources to effectively meet business needs.
- Provide clear knowledge and information
- Position the region and organization for short term success and long-term prosperity.
- Serve as a trusted voice for local, regional and state economic development strategies.

PURPOSE AND FUNCTION

The EDC's primary purpose and function is to *create new jobs in Tulare County through actively recruiting new businesses and assisting existing businesses with expansions*. The recruitment of new businesses is done through the identification of targeted industries and aggressively marketing to prospective businesses through a variety of marketing strategies and tactics.

Focused, ongoing strategic planning

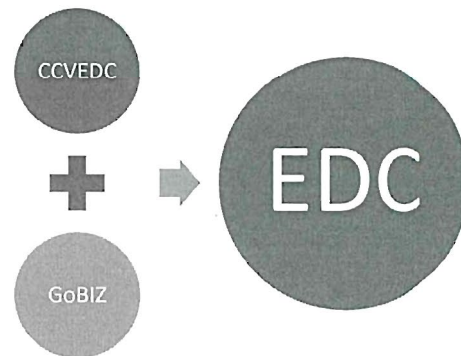
Annually, the EDC conducts a competitive analysis, evaluates marketing techniques, determines benchmarks with other economic development organizations and conducts an analysis of site selection factors and industry needs. This process requires EDC staff to constantly and consistently monitor trends and activities and regularly evaluate and adjust marketing techniques to ensure that the right message and the right targets are reached.

Scott Kupperman
Industrial Site Locator
"The Tulare County EDC clearly is among the more effective Economic Development Organizations which position themselves as project facilitators and utilize exceptional local knowledge and relationships to make the delivery/occupancy of a facility by a new business an experience they speak of in a very positive way."

Exclusive Point of Contact: Regional leads and projects

Primary Point of Contact: State generated projects

The EDC serves as the exclusive point of contact for all leads and prospects generated through the California Central Valley Economic Development Corporation (CCVEDC), whose funding and membership is limited to the EDC's within each of the eight (8) Central California counties. The EDC also serves as the primary point of contact for prospects generated by the Governor's Office of Business & Economic Development (GoBIZ). Currently, 60 percent of prospects are a result of the EDC's exclusive relationship with GoBIZ and CCVEDC.



Single Point of Contact for client needs

The EDC serves as the single point of contact for many of the clients it serves and provides the optimal level of service for companies, site locators and real estate brokers, whom prefer this single point of contact, rather than have to contact each jurisdiction individually. The single point of contact also provides the opportunities for small jurisdictions to have the opportunity to compete for the business as they may get overlooked if not able to independently market their community.

Coordination of local resources

The EDC facilitates the process for companies and site locators from the initial request for proposal until the project is turned over to the local jurisdiction that the company has selected for the project. This coordination includes maintaining relationships with organizations and entities involved with workforce development, education and training, planning, financing, business advocacy, utility services, and the local and regional planning and permitting agencies. These relationships and the information and assistance they provide are a key component of the

assistance provided to a prospective company and is an important part of the business recruitment process.

Identification and communication of data

The EDC maintains accurate and up to date information to respond to client needs. Because data is an important part of the site selection process, the EDC monitors information and data that is generated by reporting entities on a periodic basis and uses that data throughout the business recruitment process. This provides the client consistent and accurate information for each jurisdiction.

SITE SELECTORS SPEAK
(From IEDC "Working with Site Selectors" 2102)
"It's become very intense. Companies are looking to make decisions immediately. Companies are demanding quicker results; it's been a real challenge to meet their expectations."

Confidentiality

One of the primary ethics in the economic development profession is to maintain the confidence of the business information of clients and not disclose confidential information, including at times, the name of the prospective company. This is a particular concern of companies and consultants who are looking to site a new facility for competitive reasons and their preference to work with non-public entities in the initial search process to ensure that confidentiality is protected. While a company or site locator may work directly with a local jurisdiction, it is not always the preferable method.

Coordinated marketing eliminates duplication of effort

The EDC maintains a website, real estate database, produces general marketing materials, and participates in several cooperative and direct marketing activities on behalf of local jurisdictions. By providing a coordinated effort that is inclusive, local jurisdictions do not have to invest in the same resources nor independently market their jurisdiction, with exception to retail commercial or industries specifically targeted by that jurisdiction. While all the jurisdictions, for example, maintain a website presence, the primary function of the EDC site is exclusively for business attraction and expansion purposes.

Focused mission equals quicker response time

The EDC, with a single focus and mission of business recruitment, can quickly respond to a prospect interest, information request and provide the information within the timeframe established by the client. The EDC is unencumbered by other responsibilities or a priority, as client services is its primary day to day focus. The EDC has a strong reputation in the economic development profession for its ability to respond to requests for information and requests for proposals.

SITE SELECTORS SPEAK
(From IEDC "Working with Site Selectors" 2102)
"The ability to provide information in the way it was requested can actually enable an EDO to make a more significant impression and have a better chance of winning the project."

CORE & ESSENTIAL SERVICES

The EDC has realigned its 2017-18 work plan to reduce its services to those core and essential services necessary to maintain the organization and accomplish its mission. Some services and programs have been eliminated, while others are in the process of being eliminated by the end of the fiscal year. For purposes of this report, the core and essential services does not include those areas that are contained in the current year budget that are planned for termination.

While the previous section highlighted the purpose and function, this section provides the details of how that purpose and function are programmed and implemented on a day to day basis. To better understand the core and essential services the EDC provides, some definitions are necessary.

Product

The EDC's product is the commercial, industrial, office and service property located in the communities of Tulare County. This property, when developed, redeveloped and/or fully utilized, produces new jobs for the residents of the County.

Beneficiaries

The beneficiaries of the work of the EDC are the residents that are employed in the jobs the EDC helps to create, as the primary mission is to create new jobs.

Investors

Investors are public entities and private companies who provide financial support for the organization to accomplish its mission. Investors receive a "return" through increased economic activity and direct fiscal benefit resulting from the increased economic activity.

Clients

Clients are individuals who represent a company that has expressed an interest in Tulare County by submitting a request for information (RFI) or some other formal request for sites and buildings. Clients may sometimes be referred to as "prospects" and/or "customers". Due to confidentiality, clients are not reported until a project has announced their final location.

Projects

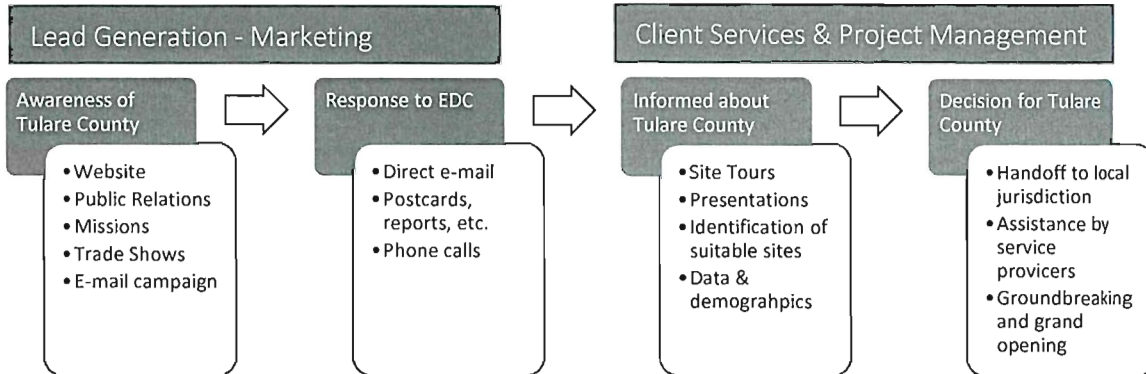
Projects are the specific building activity that the client is proposing. The project is reported as amount of acreage and/or square footage, capital investment and new jobs created.

Leads

These are individuals representing companies that are contacted through one of the EDC's marketing tactics. There is no specific project that they may have, however, the EDC remains in contact with the individuals to maintain a "top of mind" awareness of Tulare County for their future consideration.

THE PROCESS

There are several steps and activities that are involved in the process of generating leads, cultivating clients and facilitating projects. The following illustrates the process and the essential services related to that process.



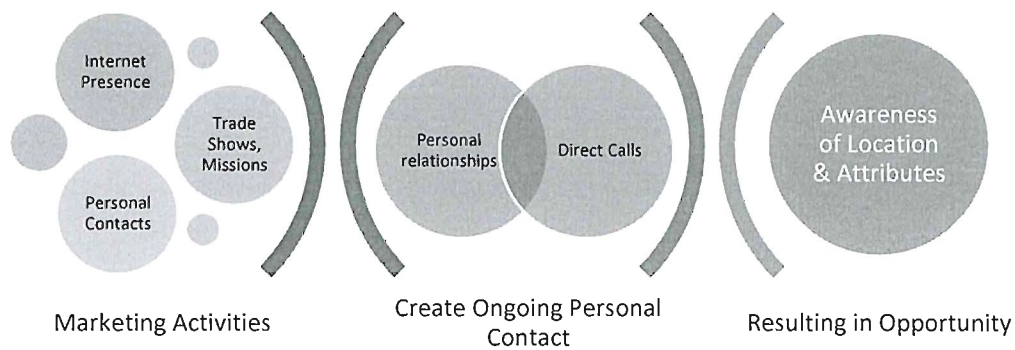
ESSENTIAL SERVICE

CREATING AWARENESS OF TULARE COUNTY

GENERATING A RESPONSE TO THE EDC'S MARKETING

Since its establishment in 1983, the EDC has invested most of its resources into creating an awareness of Tulare County among potential businesses and industries. The EDC has been involved in assisting hundreds of clients and working to located numerous projects and industries to Tulare County. Some clients and projects have been a result of the direct work of the EDC, and some have been a result of the general awareness created by the EDC's marketing effort. This continues today, for example, over 2,900 individuals conducted property and building searches on the EDC's website, however, the EDC generated 30 new prospects last fiscal year. It is therefore plausible that many of the 2,900 individual searches either contacted the local community or listing broker. There were also 505 individual visitors to city specific pages on the EDC website, many of which followed links to the community pages or links that were provided.

To create awareness, the EDC invests in several marketing activities and programs to develop and maintain awareness among targeted industries and their location advisors and real estate brokers who may assist these industries.



Internet Presence: The EDC maintains a state of the art website, currently undergoing a major overhaul. The site provides a searchable sites and buildings database, updated demographic and workforce data and other essential data often required in the evaluation process. The major overhaul will provide segmented demographic information for each city, an enhanced real estate database, business services searches and the ability for users to customize reports. The EDC has also implemented other tools that allow staff to monitor website usage and interaction beyond standard analytics as well as identify companies that are using the website. Future expansion includes live interaction with EDC staff and a mobile version that is more suitable for phone based web browsers.

Missions (Marketing): The EDC participates in several corporate visitation missions throughout California and selected national markets. Organized by the California Central Valley Economic Development Corporation (CCVEDC), these missions account for several dozen leads a year and about 10-15% of new prospects annually.

Trade Shows (Marketing): The EDC participates in trade shows, individually and with CCVEDC, in targeted industries. Like the missions, trade shows account for numerous leads and about 10-15% of new prospects annually.

Personal Contacts (Relationship): Over the years, EDC staff has developed long term relationships with real estate brokers and site location consultants throughout North America. Staff maintains contact with these individuals through participation in conferences like the Site Selectors Guild and through personal phone calls, e-mails and occasionally direct mail.

The following table shows the current source of projects along with closed prospects the prior FY. Locates for the past 4 years and 10 years is also shown, concluding that relationship based projects represent a majority of the clients and the locations managed by the EDC on a daily basis.

Source of Project	Current	All Projects last 4 years	Locates 4 year	Locate 10 year
Relationship Based	56%	43%	79%	93%
Marketing Based	32%	39%	21%	7%
Referrals from State	12%	23%		

ESSENTIAL SERVICE

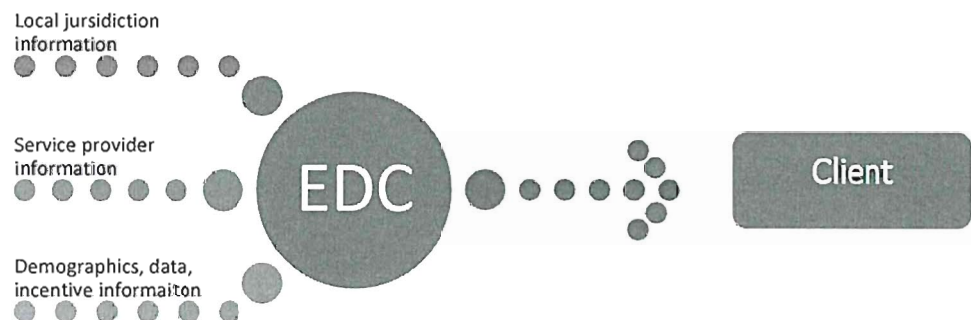
CLIENT SERVICES & PROJECT MANAGEMENT:

INFORMING AND FACILITATING A DECISION FOR TULARE COUNTY

The EDC facilitates the decision for selecting a site in Tulare County through its work of providing relevant and requested data and information for clients during their site selection phase. This includes responding to requests for information (RFI), including projects generated from the Governor's Office of Business & Economic Development (GO Biz).

Over the past four years, the EDC assisted over 124 clients with their respective projects. This included preparing project proposals and responding to individual project RFI's for several dozen projects. As illustrated at the September EDC Board meeting, responding to just one RFI to the State in 2015 consumed approximately 85 EDC staff hours, in addition to time from cities, utilities and resource providers. Approximately 10% of the project proposals resulted in a site tours and 15 company locations were announced during this time. Note that several of the announced projects did not complete their due diligence or construction process and therefore are not counted in the locate list later in this report.

Approximately 43% of staff time is dedicated to client services/project management, however, that number is flexible, as everything else is set aside to assist clients with their projects.



CORE SERVICE

ORGANIZATIONAL MANAGEMENT

Organizational management consists of the internal activities of managing and maintaining the EDC as an organization and providing necessary support to carry out the essential services. This includes providing facility, equipment, accounting, payroll and other support activities. Organizational management represents 18% of the proposed budget and 8% of staff time.

CORE SERVICE

ORGANIZATIONAL SUPPORT (FUNDRAISING)

The EDC allocates 16% of the proposed budget and 21% of staff time to fundraising, primarily focused on generating private sector support. This has been a priority of the EDC Board for the past couple of years, however, it has been a lower priority for implementation. With the recent adoption of the Operational Support Plan, the EDC is dedicating both staff and volunteer resources to generate more private sector support.

CORE SERVICE

GOVERNANCE

The governance of the EDC rests primarily with organizing monthly meetings of the Board of Directors, Administrative Committee, and Investment Committee on a quarterly basis. This fiscal year, there has been additional requests from jurisdictions to produce special reports and provide information, which is allocated to the governance area. While 4% of staff time, and 4% of the overall budget is devoted to governance in the proposed budget, this service fluctuates from month to month and therefore has the largest impact on other priorities of the organization, primarily fundraising.

10 YEAR REVIEW OF PROJECTS ASSISTED

Over the last ten (10) years, the EDC has provided assistance to 41 companies. While direct impact information was not provided by all the companies, 2,379 new jobs were reported to be created by the companies upon project completion, with a total investment of \$619 million in investment. The companies represent both projects generated from marketing activities and existing relationships or those in which the EDC was requested to assist the local jurisdiction.

Company	Type	Year	Source	Company	Type	Year	Source
Patterson Logistics	Exp.	2007	Direct	Rosa Bros. Dairy	New	2011	Assist
Low Rider Clothing	Exp.	2007	Direct	Alltech	New	2011	Assist
Vita Clean	New	2007	Direct	RBT Inc.	Exp.	2011	Direct
Tuff Stuff Products	New	2007	Direct	Hydrite Chemical	Exp.	2011	Broker
Complete Door & Trim	New	2007	Direct	Perfection Pet Food	New	2011	Broker
Processtec	New	2007	Direct	SeaCA	New	2012	Assist
Chapman University	Exp.	2007	Broker	VitaPakt	Exp.	2012	Assist
LactoFresh	New	2007	Direct	Sorma USA	New	2012	Consultant
Floratine	New	2007	Assist	Ipura	New	2013	Website
Svenhard's Bakery	Exp.	2008	Direct	SunMet	New	2013	Assist
Butler Manufacturing	Exp.	2008	Assist	Milk Specialties	New	2013	Assist
Service Spring Corp	New	2009	Broker	American Crane & Tractor	New	2013	Direct
Inland Star	New	2009	Broker	California Dairies	New	2014	Broker
Enviro. Prod. & Tech	New	2009	Direct	Svenhard's Bakery	Exp.	2014	Direct
Highland Energy	New	2009	Direct	RePlanet Holdings	New	2015	Direct
Solar Gen	New	2010	Direct	Crystal Golden	New	2015	Website
America Go Green	Exp.	2010	Direct	Universal Meditech	New	2015	Consultant
VWR Int'l, LLC	New	2010	Consultant	AGCO Corp	New	2016	Broker
MWI Veterinary	Exp.	2010	Broker	Yooli Foods	New	2016	Trade Show
California Clementine	New	2011	Direct	Presort Company	New	2017	Assist
Structural Glass	Exp.	2011	Broker				

FISCAL & ECONOMIC IMPACT

In 2011 and in 2013, the EDC commissioned an economic and fiscal impact study of 26 company locations & expansions. The fiscal impact during operations includes the total impacts of a new or existing company in terms of tax revenue generated and considers the distribution of the taxes based on tax distributions at the time the reports were prepared.

The fiscal impact study was provided by Southern California Edison Company using the Elliot D. Pollack & Company Economic & Fiscal Impact Model.

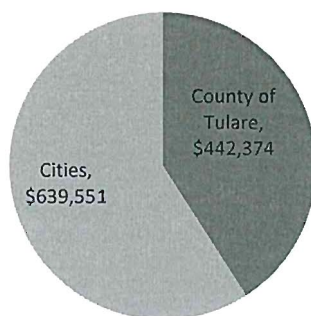
In 2015, the EDC subscribed to an online economic and fiscal impact system to generate impact analysis on projects and potential projects. Economic and fiscal impact for projects located in 2015 through 2017 were analyzed using the new fiscal impact program.

The following shows the economic and financial impact of the projects located in the past 10 years for projects in which were included in the studies or analysis. Some projects were not analyzed, but will be included in the final report. Note information on payroll, output and local revenue is on annual basis.



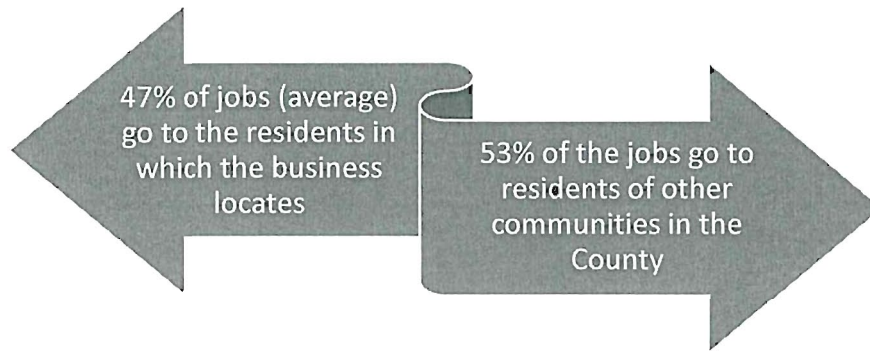
The following chart shows the distribution of city and county fiscal impact only. The new fiscal model can generate impact to schools and other special districts; however, data was not available for all projects to be included. The “cities” portion would be distributed based on where the project located.

Annual Revenue



IMPACT TO BENEFICIARIES

The jobs that are created impact communities throughout Tulare County, regardless of location that the company chooses.



The following data from the US Census Bureau (2015) shows the data for the those employed who live and work in their city, work outside of the city and the number of people who come from other areas to work in that city. Individual city data is being updated to show the workplace destination of city residents and will be provided upon completion.

	Live & Work in City	Work outside of City	Come into City for Work
Visalia	21,288	26,476	31,957
Tulare	5,366	19,928	10,369
Porterville	7,654	13,346	11,081
Dinuba	1,640	7,104	4,840
Lindsay	842	3,487	2,586
Exeter	450	3,539	1,800
Farmersville	249	3,252	1,416
Woodlake	325	2,376	985

EDC FUNDING HISTORY

PUBLIC SECTOR

The EDC was founded on the premise that primary funding should come from the local jurisdictions. From 1983 until 2014, the public-sector share was based on the percentage of sales tax received by each jurisdiction. From 1983 to approximately 1998, the formula was adjusted annually. In the late 90's, the cities set a minimum contribution level of \$5,000, with the balance of the budget distributed to the other cities and county. The formula was frozen in 2000 at the prior adjustment and remained that way until 2011, when the amount set aside for BIZ/EZ administration was added to the EDC budget. This amount, \$100,000 was distributed based on population.

In 2014, the cities agreed to a new formula that was based on the three-year average of sales tax receipts, property tax receipts and population. The new formula was implemented in the FYE 2014-15 fiscal year and did not include the County of Tulare, as they withdrew from the EDC at the end of the 2013-14 fiscal year.

The following chart shows the individual jurisdiction's share of budget during selected years, including the EDC's first full fiscal year (FYE 1985). Some years, the EDC provided waivers, rebates and reductions to the public sector. The share of budget (formula) however remained the same throughout the years indicated. In FYE 2015, jurisdictions could choose the new formula or remain at the prior formula, with the full formula taking effect in FYE 2016.

Jurisdiction	1985	1994	2000-2010	2011-2014	2015-current
Dinuba	3,725	6,636	10,500	17,262	21,615
Exeter	1,772	3,990	5,000	7,682	8,403
Farmersville	745	1,617	5,000	8,498	6,459
Lindsay	2,777	4,053	5,000	9,100	4,500
Porterville	13,330	25,179	38,500	54,298	49,423
Tulare	14,301	31,227	35,300	53,208	65,305
Visalia	44,347	91,868	134,000	170,000	165,593
Woodlake	948	1,680	5,000	7,682	4,360
County	30,962	43,932	69,200	79,200	-
Total	112,907	210,182	307,500	407,901	325,658

PRIVATE SECTOR FUNDING

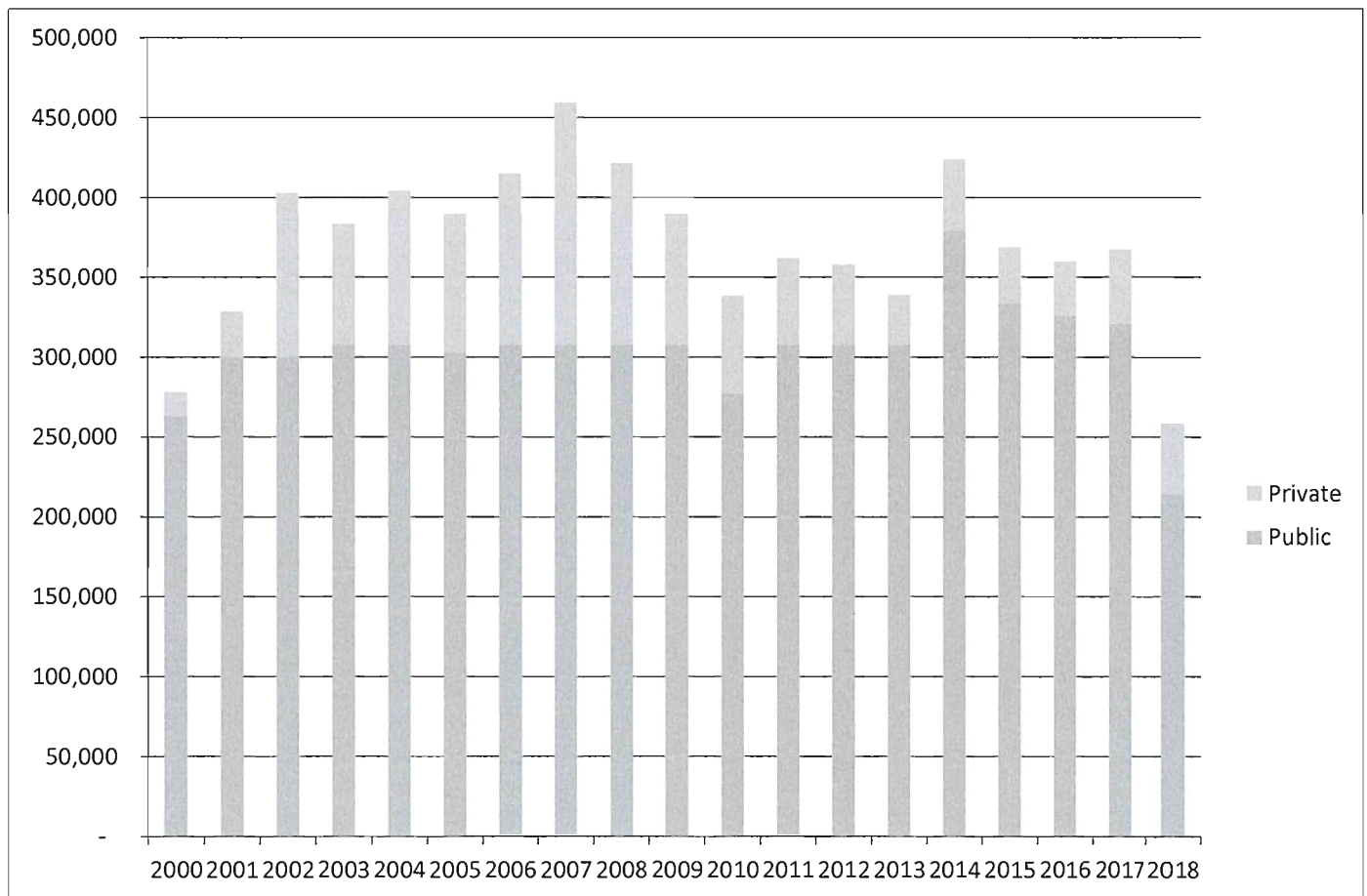
The EDC received private sector funding, primarily from the banking industry, during the time that it provided small business loans. From 1985 to 2000, the EDC generated as much as \$19,600 and as low as \$15,250 from the private sector. In 2000-01, the EDC reorganized and included the

private sector as part of the governance and adopted a plan that was funded by the private sector to expand the EDC's programs and increase funding.

The FYE 2001 saw a marginal increase of \$13,000 in private sector funding. However, in FYE 2002, that funding increased to \$102,750 because of the new initiatives the EDC implemented. Private sector fluctuated the next several years, dropping as low as \$75,000 and as high as \$162,825 in FYE 2008. When the EDC reduced its programs, private sector support dropped from \$127,275 to \$61,400 in FYE 2010. As the EDC continued to downsize its programs and activities, private sector continued to decline to a low of \$31,500 in FYE 2013. Last FY, the EDC generated \$47,000 in private sector revenue, primarily resulting from sponsorships of the economic summit and quarterly economic report.

The increase of private sector revenue provided support for special projects and initiatives that the EDC implemented as part of its long term economic development strategy, developed and approved by the Board in 2001 and expanded throughout the next decade.

The following chart shows the combined public and private sector contributions from 2000 to present.

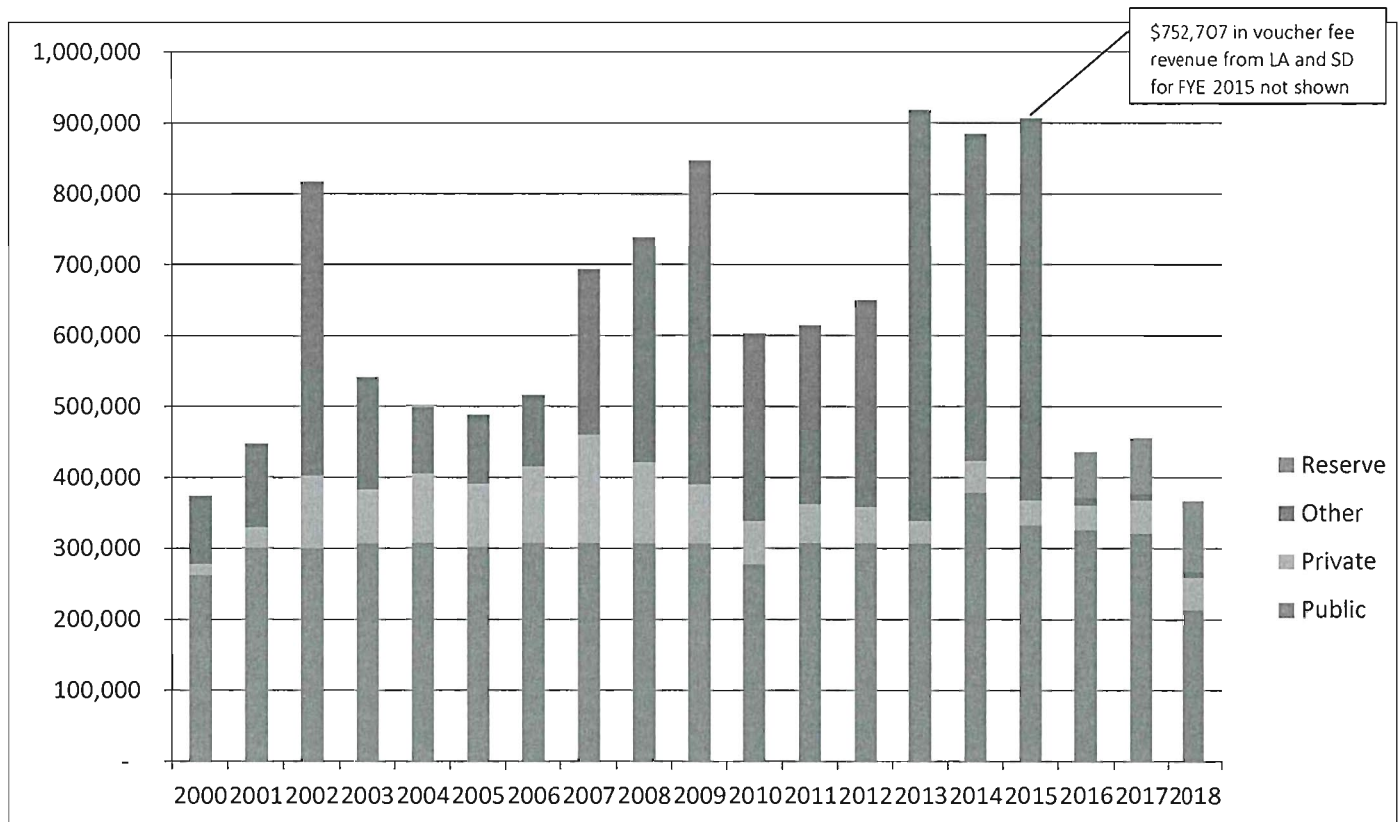


OTHER REVENUE

The EDC received a number of grants and additional contributions from the public sector to support initiatives such as tourism marketing, higher education, the enterprise zone application, as well as revenue from processing tax credit vouchers for the business incentive and enterprise zone programs. While these funds were dedicated for specific purposes, it allowed the EDC to expand private sector support and leverage other marketing opportunities for business recruitment, such as joint marketing with tourism.

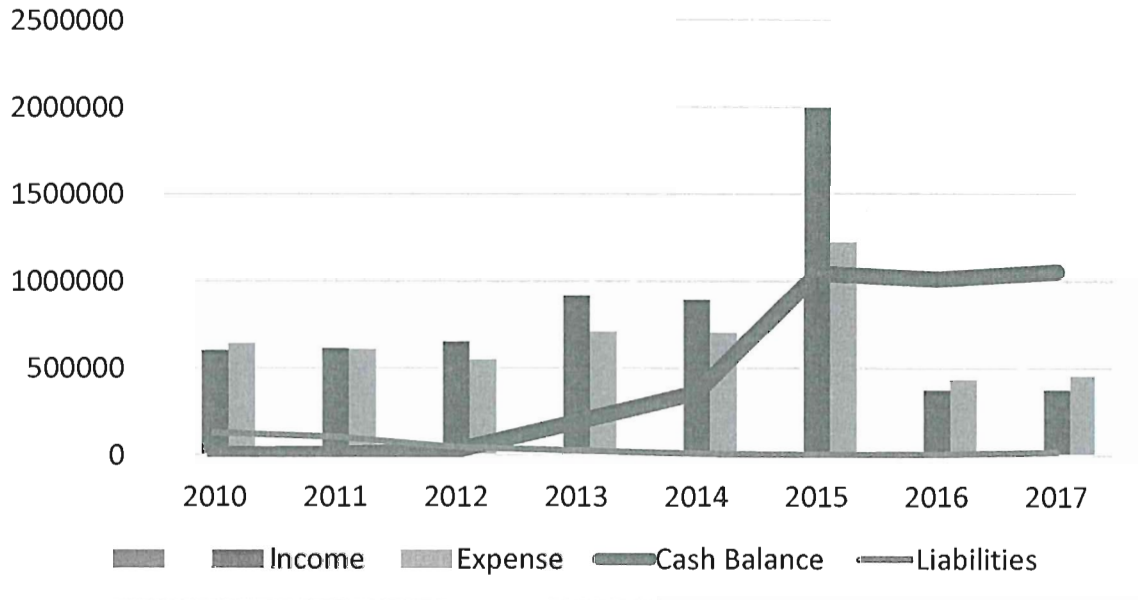
The following chart shows public and private sector contributions along with all other revenue combined. Note that in FYE 2015, the EDC generated \$752,707 in revenue for processing tax credit vouchers for Los Angeles and San Diego county businesses. This revenue is not shown below to maintain comparative revenue data from year to year.

Starting in FYE 2016, the EDC Board approved the use of the proceeds from the EDC's investment fund to balance the budget and cover Board approved mid year additions to the budget. For FYE 2018, the Board approved the use of \$100,000 of investment fund proceeds to offset a reduction in public sector contributions.



Financial Summary

As a result of the decline in private sector contributions, and the elimination of revenue generating programs and activities and assuming the debt of the tourism marketing program, the EDC operated in a deficit position until FYE 2012, when the organization started to rebuild a cash reserve and ultimately the investment fund in FYE 2016. By FYE ending 2014, all long-term debt associated with tourism and the EDC's line of credit were paid off. Note that the increase in income and expense in FYE 2015 is a result of the tax credit voucher activity the EDC conducted for the state enterprise zone program from October to December 2014.



BUDGET FOR CORE & ESSENTIAL SERVICES

The EDC has reviewed the core and essential services and the associated costs for those services. This budget carries forward the cost savings from eliminating all non-business recruitment and client services activities.

The EDC will have the resources necessary to continue to implement the business recruitment/marketing program and meet the goals and performance measures it has established in this area.

Expense Item	
Personnel	252,182
Business Expenses	400
Contract Services	9,300
Facilities & Equipment	22,205
Operations	8,430
Other Types of Expenses	3,600
Marketing & Recruitment	28,677
Special Events	300
Travel & Meetings	14,250
Total	339,344

Additionally, the budget is segmented into the essential and core service areas detailed in this report. Percentages represent the amount for this function/service as part of the total budget and includes expenses and staff time allocated to that function/service.

Expense by Essential & Core Service Areas	
Essential Services (61%)	
Marketing/Lead Generation (27%)	91,178
Client Services/Project Management (34%)	115,826
Core Services (39%)	
Organizational Management (18%)	61,245
Fundraising (16%)	53,442
Governance (4%)	12,791
Unallocated (staff time) (1%)	4,864
Total	339,344

Tulare County Economic Development Corporation

	<u>Proposed Budget</u>
Expense	
51000 · Personnel	
51100 · Salaries	212,292
51200 · Medical Benefits	14,113
51300 · Retirement Contributions	6,369
51500 · Life Insurance	373
51600 · Payroll Taxes	15,972
51700 · Workers' Comp Insurance	1,720
66000 · Payroll Expenses	1,343
Total 51000 · Personnel	<u>252,182</u>
60900 · Business Expenses	
60920 · Business Taxes & Licenses	400
Total 60900 · Business Expenses	<u>400</u>
62100 · Contract Services	
62110 · Accounting Fees	1,500
62140 · Legal Fees	0
62150 · Outside Contract Services	7,800
Total 62100 · Contract Services	<u>9,300</u>
62800 · Facilities and Equipment	0
62810 · Rent	14,400
62840 · Equip Rental and Maintenance	3,890
62850 · Utilities	2,515
62870 · Property Insurance	1,400
Total 62800 · Facilities and Equipment	<u>22,205</u>
65000 · Operations	
65010 · Books, Subscriptions, Reference	1,500
65020 · Postage, Mailing Service	300
65030 · Printing and Copying	1,400
65040 · Office Supplies	1,030
65050 · Telephone, Telecommunications	4,200
Total 65000 · Operations	<u>8,430</u>
65100 · Other Types of Expenses	
65110 · Interest Charges	0
65115 · Credit Card Charges	0
65120 · Insurance - Liability, D and O	1,700
65150 · Membership & Dues	1,435
65160 · Other Costs	465
Total 65100 · Other Types of Expenses	<u>3,600</u>
67000 · Marketing & Recruitment	
67021 · Regional Intelligence Report	0
67030 · Website Design & Internet	11,600
67050 · Tradeshows & Exhibits	2,860
67060 · Regional Marketing (CCEDC)	1,210
67065 · Visitation Missions	2,420
67075 · Prospecting	10,587
Total 67000 · Marketing & Recruitment	<u>28,677</u>
67500 · Special Events	
67530 · Economic Summit	0
67540 · Investor Events	150
67550 · Sponsored Events	150
Total 67500 · Special Events	<u>300</u>
68300 · Travel and Meetings	
68320 · Travel	5,400
68330 · Mileage & Auto Allowance	8,200
68340 · Board & Staff Meetings	500
68350 · Prospect Meetings	150
Total 68300 · Travel and Meetings	<u>14,250</u>
Total Expense	<u>339,344</u>

EDC Prospect Activity FY 13/14 - FY 16/17 (Porterville Specific)

Pros.#	# Sites Submitted	# Sites Toured	Industry	Parcel Size/Bldg.SF	Est.# employees	Lead Source	Locate to Porterville	Reason for not locating
568-07	Porterville - 1		Mfg/Dist.	30,000 sf/ 11 acres	12	Trade Show		Company leased warehouse in Colton.
727-13	Porterville - 1		Manufacturing	10,000 sf	10	CalBIS		Inactive
729-13	Porterville - 2		InPatient Health	50,000 sf / 8 acres	Not disclosed	Mission		Inactive
730-13	Porterville - 3		Distribution	200,000 sf	Not disclosed	Mission		Inactive
731-13	Porterville - 1		Distribution	1,500-2,500 sf	Not disclosed	Mission		Inactive
734-13	Porterville - 2		Warehouse	100,000 sf	Not disclosed	Mission		Inactive
735-13	Porterville - 1		Manufacturing	250,000 sf/150 acres	150	Mission		Co. purchased 60 ac in Riverside
736-13	Porterville - 1		Distribution	2 M sf / 100 acres	450	Mission.		Inactive
738-13	Porterville - 2		Food Processing	100,000 sf	150	Mission		Inactive
740-13	Porterville - 1		Manufacturing	50,000 sf	100	Consultant		Inactive
741-13	Porterville - 1		Manufacturing	250,000 sf	200	Consultant		Consultant reports company focused on East Coast
746-13	Porterville - 1		Manufacturing	65,000 sf / 2 acres	17	Direct		Company chose Mexico location
751-14	Porterville - 1		Manufacturing	45 acres	200	Direct		Inactive
754-14	Porterville - 2		Manufacturing	5 M sf / 500 acres	Not disclosed	Consultant		Active
755-14	Porterville - 1		Manufacturing	10,000 sf	Not disclosed	Consultant		Company expanding in Red Bluff. Have existing facility there.
758-14	Porterville - 2		Distribution	50,000 sf	25	Trade Show		Inactive
760-14	Porterville - 2		Manufacturing	100,000 sf / 5 acres	200	Consultant		Inactive
761-14	Porterville - 2		Manufacturing	5 acres	50	Consultant		Inactive
762-14	Porterville - 1		Food Processing	50 acres	40	Broker		Inactive
764-14	Porterville - 1		Food Processing	100,000 sf	150	CalBIS		Inactive
765-14	Porterville - 2		Food Processing	200,000 sf / 10 acres	500	Consultant		Company opted to expand Jacksonville plant.
766-14	Porterville - 1		Food Processing	250,000 sf	Not disclosed	Broker		Inactive
769-14	Porterville - 1		Food Processing	100,000 sf	400	Consultant		Reports that company chose Madera site
770-14	Porterville - 1		Manufacturing	45,000 sf	125	Mission		Company will remain in Silicon Valley
772-14	Porterville – 2		Data Center	50,000 sf / 5 acres	10	Consultant		Inactive
773-14	Porterville - 1		Distribution	50,000 sf	12	Broker		AGCO Corp. located to Visalia
776-15	Porterville - 1		Manufacturing	200,000 sf	200	Consultant		Company was looking for manufacturing partner and not his own facility
777-15	Porterville – 1		Manufacturing	30,000 sf / 5 acres	50	Consultant		Inactive
778-15	Porterville - 1		Manufacturing	40,000 sf / 5 acres	Not disclosed	Consultant		Inactive
779-15	Porterville - 1		Manufacturing	40,000 sf / 1 + acres	80	Trade Show		Inactive

780-15	Porterville - 1	Manufacturing	150,000 sf / 45 acres	150	Consultant		Universal Trailer chose 43 acres site in Bristol, IN.
781-15	Porterville - 1	Manufacturing	120,000 sf / 10 acres	Not disclosed	Trade Show		Inactive
782-15	Porterville - 1	Distribution	35,000 sf	5	Trade Show		Inactive
783-15	Porterville - 2	Distribution	30,000 sf	50	Trade Show		Inactive
787-15	Porterville - 2	Food Processing	1200 sf	Not disclosed	Consultant		Inactive
788-15	Porterville - 1	Food Processing	150,000 sf	100	Consultant		Fresn Juice company located 110,000 sf bldg. in Los Angeles
789-15	Porterville - 1	Manufacturing	100,000 sf	100	CalBIS		Inactive
793-15	Porterville - 1	Distribution	5,000 sf	4	CalBIS		CalBIS reports SNG Barratt Group chose to locate Jaguar parts DC in Camarillo, Ventura County
794-15	Porterville - 1	Manufacturing	100,000 sf	250	Direct call		Active
796-15	Porterville - 2	Manufacturing	100,000 sf / 20 acres	130	CalBIS		Inactive
798-15A	Porterville - 1	Manufacturing	150,000 / 9 acres	190	Porterville Assist	Green Power Bus	Located to Porterville
799-15	Porterville - 2	Manufacturing	10,000 sf	10	Trade Show		Company reports they will stay in current in Midwest. Too expensive to move facility.
801-16	Porterville - 1	Food Processing	40,000 sf / 10 acres	55	Direct		Active
802-16	Porterville - 1	Manufacturing	100,000 sf / 10 acres	50	CalBIS		Inactive
803-16	Porterville - 1	Manufacturing	50,000 sf	150	CalBIS		CalBIS reports company went to NV. (Name not disclosed)
804-15	Porterville - 2	Manufacturing	30,000 sf / 14 acres	22	CalBIS		Inactive
805-16	Porterville - 1	Manufacturing	240,000 sf / 40 acres	204	CalBIS		CalBIS reports company focused on Bay Area.
807-16	Porterville - 2	Manufacturing	75,000 sf	40	CalBIS		Inactive
812-16	Porterville - 6	Manufacturing	14,000 sf / 15 acres	16	Direct		Active
813-16	Porterville - 2	Distribution	20,000 sf	20	Trade Show		Active
814-16	Porterville - 1	Distribution	50,000 sf / 10 acres	50	Trade Show		Active
817-16	Porterville - 2	Food Processing	15,000 sf / 10 acres	20	Trade Show		Active
819-16	Porterville - 1	Distribution	150,000 sf / 12 acres	Not disclosed	Mission		Active
820-16	Porterville - 1	Distribution	870,000 sf / 70 acres	500	Broker		Company chose Fresno (Ulta)
821-16	Porterville - 1	Distribution	600,000 sf	Not disclosed	Mission		Active
822-16	Porterville - 1	Manufacturing	20,000 sf / 50 acres	34	CalBIS		CalBIS reports company located to Calaveras as location provided access to bark beetle wood
823-16	Porterville - 1	Manufacturing	300,000 sf / 30 acres	300	Mission		Company selected building in Reno, NV. It met their specs, plus labor costs, and electric rates more competitive.
824-16	Porterville - 3	Energy	25,000 sf / 50 acres	Not disclosed	Consultant		Active
826-17	Porterville - 1	Distribution	175,000 sf	150	CalBIS		Inactive
835-17	Porterville - 1	Distribution	50,000 sf	10	Mission		Active
844-17		Food Processing	100,000 sf	15	Trade Show		Active



CITY COUNCIL AGENDA – OCTOBER 17, 2017

SUBJECT: Status of Professional Services Agreements for Transit Services

SOURCE: Public Works

COMMENT: On July 18, 2012, the City of Porterville and Sierra Management, Inc. (Transit Contractor) entered into two professional services agreements. The first professional services agreement is for operational and management services for the City's public transit services, and the second agreement is for administration services for the City's public transit services.

The base term for both Agreements, August 1, 2012 through June 30, 2017, has expired and is currently in a month-to-month extension, per City notification. Per the terms of the Agreements, the month-to-month extensions will expire on December 30, 2017.

Both Agreements allowed the Transit Contractor an option to extend the services for one five-year extension through June 30, 2022, exercisable in writing at the City's sole election, on or before April 1, 2017.

Unintentionally, both parties did not exercise the option term on or before April 1, 2017. This was partially due to staff working on securing agreements for the extensive battery-electric transit bus project, as well as preparation of the 2017 Short Range Transit Plan.

Since the two agreements are in effect until December 30, 2017, staff prepared two options for the City Council's consideration.

1. That the Council amend the Terms of Agreements to reflect the following changes:

- a. Extend the option term exercise date from on or before April 1, 2017, to on or before November 1, 2017;
- b. Negotiate vehicle service hours and fixed monthly rates for the option term; and
- c. All other terms and conditions not amended or extended shall remain in full force and effect.

or

2. That the Council amend the Terms of Agreements to reflect the following changes:

- a. Extend the month-to-month extension expiration date from December 30,

2017 to June 30, 2018;

b. Issue a Request for Proposals for both operational and management services and administration services.

Option 1 allows both parties additional time to exercise the optional term and negotiate price for vehicle service hours and fixed monthly rates for the optional term. Staff is pleased with the performance of the Contractor and does not have any concerns with recommending the optional term. Additionally, both parties are an integral part to the battery-electric transit bus project that is currently underway and to be implemented in February 2018.

Option 2 allows the City to prepare a Request for Proposals for both operation and management and administration of transit services. Since transit service has changed significantly since 2012, staff will need additional time to prepare the RFP. Extending the expiration date will also allow the City appropriate time required to bid the projects and award the contract prior to the start of the new fiscal year, July 1, 2018. However, staff will make every effort to secure services before the end of this calendar year.

RECOMMENDATION:

That City Council:

1. Implement Option 2 by authorizing staff to issue Requests for Proposals; and
2. Authorize month to month service up to June 30, 2018 so as to compensate for issues that may arise during the solicitation process.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – OCTOBER 17, 2017

SUBJECT: Status and Review of Declaration of Local Emergency

SOURCE: City Manager's Office

COMMENT: Governor Brown issued Executive Order B-29-15 on Wednesday, April 1, 2015, which established drought-related mandates and restrictions in addition to those already stipulated in previous Executive Orders B-26-14 and B-28-14. Of significance, the Governor directed the State Water Resources Control Board to impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016, in comparison to the amount used in 2013, and with consideration given to per capita usage as a basis. The Governor further directed the Board to impose additional restrictions on commercial, industrial, and institutional properties with significant landscaping (cemeteries, golf courses, parks, schools, etc.), to also achieve a 25% reduction in potable water usage. Also of significance, the Board was directed to prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or micro-spray systems.

On November 13, 2015, Governor Brown issued Executive Order B-36-15, which extends emergency conservation regulations through October 2016, if drought conditions persist through January. On February 2, 2016, the State Water Resources Control Board adopted extended emergency water conservation regulations, to be in effect March 1 through October 31, 2016. The City of Porterville benefited somewhat from the extended regulations as the City's water conservation rate has been reduced from 32% to 26%, due to new water connections that have been made and population served (4%), as well as a new climate adjustment factor that was considered (2%).

On May 9, 2016, Governor Brown issued Executive Order B-37-16 ("Making Water Conservation a California Way of Life"), which directs the State Water Resources Control Board to establish new regulations making permanent the emergency conservation regulations. On May 18, 2016, the State Water Resources Control Board adopted a statewide water conservation approach that replaces the percentage reduction-based water conservation standard with a localized "stress test" approach that mandates urban water suppliers act immediately to ensure at least a three-year supply of water to their customers under continued drought conditions.

On April 7, 2017, Governor Brown issued Executive Order B-40-17, which ended the drought state of emergency in most of California, with the exception of Fresno, Kings, Tulare and Tuolumne counties where emergency water supply

and reliability projects are continuing toward addressing diminishing groundwater supplies. The Order maintains monthly reporting requirements and prohibitions on wasteful practices. It is anticipated that the Governor will end the drought state of emergency in the four remaining counties in the near future.

At its last meeting on October 3, 2017, the City Council took action in the continued affirmation of the adoption of a Resolution of Declaration of Local Emergency due to local residences within the city having been identified as having wells that are now dry as a result of the drought. 5 residences within the city have been determined to have dry wells, for which City staff submitted a Mutual Aid Request to Tulare County OES to initiate the household tank program for identified properties within the city where wells are dry and challenged for permanent connection. City, County, State and non-profit partner representatives have continued to discuss solutions toward addressing these challenged residences when the State is expected to end its drought emergency funding effective August 1st. The State has committed funding through June 30, 2018 for non-profit agencies to continue drought-related activities, which Self-Help Enterprises has committed to continue the household tank program locally.

Representatives for the City, County, State (CalOES, DDW, DWR, and SWB) and non-profit partners have continued to meet in support of the long-term permanent water connection project for the entire East Porterville area and the estimated 1,800 expected future connections. DWR identified 423 residential units in the East Porterville area (381 of which are in the City's Urban Development Boundary), that were served by the County's Household Tank Program and desired by the State to be connected to the City's water distribution system as soon as possible. DWR has nearly completed a significant City waterline extension project to permanently connect those 423 residential units to the City's water system. To provide source water for the DWR extension project, CalOES desired to expeditiously connect the new well on Olive Avenue to the City's water system instead of being first equipped as a filling station. Given the new well has an estimated water production value of 800 gallons per minute, as well as a SWB assumed 1.5 gallons per minute per residence, the new well could effectively serve up to 500 single-family residential units. The City indicated its significant interest that the E. Vandalia Avenue area and its 80 residential units be included in the water connection project, to which the State was agreeable.

Given CalOES has paid for the development of the new well, and its connection to the City's water system, the City will be required under "Drought Redundancy and Resiliency Provisions" to make available to the State up to three million gallons of water per month without charge for emergency purposes.

To proceed with the connection of the new well to the City's water system and the 500 East Porterville and E. Vandalia Avenue residential units, the City Council approved modifications to the Draft Agreement between the City and County at its meeting on April 5, 2016, which the County Board of Supervisors

subsequently approved at their meeting on May 10, 2016.

A Memorandum of Understanding between the State, County, and City on the East Porterville permanent water connection project was approved by the Council during a Special Meeting on Tuesday, June 21, 2016, and approved by the Board of Supervisors on Tuesday, June 28, 2016. With the approval of the MOU, the State began the permanent connection of approximately 40 homes that are located along existing City water mains. Subsequently, the State officially requested that the City approve the connection of an additional 30 residences as part of the first immediate connections, for up to a total of 70, which the Council approved at its meeting on August 2, 2016.

In regards to the new well's development and connection to the City's water distribution system, the Board of Supervisors awarded the contract for equipping and connecting the new well at their meeting of Tuesday, August 16, 2016, and construction activities commenced the week of October 10, 2016. County staff had previously indicated that the well would be in service and connected to the City's system no later than December 2016, however, the well was operational and connected to the City's water distribution as of Friday, February 17, 2017. Given the delay in the well's completion and connection, DWR requested that the City Council consider allowing the connection of residences as they become prepared for connection, to which the Council was receptive, and a Draft MOU Amendment was approved by the Council at its meeting on December 6, 2016, and subsequently approved by the Board of Supervisors at its meeting on December 20, 2016.

As of Friday, March 31, 2017, the date the State established as the final day for property owners to complete the registration process to participate in the State-funded connection program opportunity, of the 1,017 eligible developed residential properties identified by the State for connection, 722 completed the required Extra-Territorial Services Agreement, leaving 295 developed residential properties non-responsive to this unique connection program, 23 of which were reported as having either dry or diminishing capacity wells.

County OES and the State Division of Drinking Water (DDW) have reported to the City that the Central Mutual Water Company, located south of the city and south of Gibbons Avenue, has had its well run dry and desires an immediate emergency connection to the City's water system to serve the 41 connections currently without water. DDW is wishing to support a financial application to upgrade the small water system to City standards (new water lines, meters, etc.), and to sponsor an Urban Development Boundary (UDB) Amendment application to Tulare County Local Agency Formation Commission (LAFCO), given this area is currently outside the City's UDB but within the City's Urban Area Boundary (UAB). Given several private wells have run dry in this area, DDW is also attempting to sponsor their connection to the City's water system. For source water capacity for the connections, DWR will include these new connections within the East Porterville water connection capacity development projects. At its Special meeting on August 30th, the City Council directed staff to proceed with the immediate emergency connection of the Central water

system, with the permanent connection of the system contingent upon an Agreement with DDW to the sponsorship conditions they have offered.

State Division of Drinking Water (DDW) has also reported to the City that the Del Oro East Plano water system, located on Paul Street (southeast of the intersection of Plano Street and Worth Avenue), is experiencing problems with its existing well and have implemented severe water restrictions. The East Plano water system serves 14 residences and approximately 45 people. DDW is wishing to provide financial support to upgrade the small water system to City standards (new water lines, meters ,etc.), and for source water capacity for the connections, DDW would need to either pay appropriate fees and/or develop a capacity development project. The Council is aware that the Del Oro Grandview Gardens water system (north of W. North Grand Avenue) is also experiencing significant issues, and DDW may seek their future consolidation with the City's water system as well.

RECOMMENDATION: That the City Council receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration.

ATTACHMENTS:

1. Resolution 49-2015 - Declaration of Local Emergency
2. City-County Well Agreement
3. Memorandum of Understanding
4. Memorandum of Understanding Draft Amendment
5. Governor Brown Executive Order

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PORTERVILLE DECLARING A DROUGHT EMERGENCY
WITHIN THE CITY OF PORTERVILLE

WHEREAS: in response to the ongoing severe drought, the State Water Resources Control Board approved an emergency regulation to ensure water agencies, their customers, and state residents increase water conservation in urban settings or face possible fines or other enforcement; and

WHEREAS: as we enter the fourth year of severe drought, long-term forecasts indicate no relief of the current drought conditions, and suggest a warmer-than-average summer, resulting in increased domestic demand for water; and

WHEREAS: public and private potable water supplies continue to be threatened due to decreasing supplies of groundwater caused by the precipitation deficit and an extended state of groundwater overdraft; and

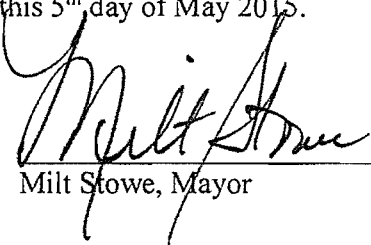
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

NOW, THEREFORE, BE IT RESOLVED: that the City Council of the City of Porterville does hereby proclaim that, due to drought conditions, a Local Emergency now exists in the city of Porterville and shall remain in effect for the duration of the emergency; and

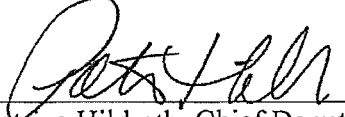
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, to include a Presidential Declaration of Emergency and Individual Assistance and Public Assistance programs as applicable; and

BE IT FURTHER RESOLVED: that a copy of this resolution be forwarded to the State Director of the Office of Emergency Services.

PASSED, APPROVED, AND ADOPTED this 5th day of May 2015.


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

THIS AGREEMENT is entered into this day of, May 10, 2016, between the COUNTY OF TULARE, referred to as COUNTY, and the CITY OF PORTERVILLE, referred to as CITY, with reference to the following:

- A. WHEREAS, East Porterville/Doyle Colony area properties within the COUNTY's jurisdiction and within the CITY's Urban Development Boundary are experiencing serious water shortages due to the historical drought conditions. Attached hereto as Exhibit 'A' is a map defining the East Porterville/Doyle Colony and Vandalia areas; and
- B. WHEREAS, CITY and COUNTY have been and are collaborating to jointly develop a new municipal water well; and
- C. WHEREAS, COUNTY shall secure complete funding for a new well to be solely owned, operated and maintained by the CITY for the purpose of providing long-term capacity to enable permanent water connections to properties that comply with CITY'S Annexation and Extension of Municipal Services policy, with certain exceptions for specific properties in excess of the maximum lot size. These procedures are defined by two Resolutions, 74-2014 and 19-2016, which are attached hereto as Exhibit 'B'; and
- D. WHEREAS, the COUNTY owns a parcel at the southeast corner of the Tule River and Olive Avenue (APN 240-120-017), represented in Exhibit 'C', and has drilled a municipal supply well, and will equip said well utilizing CITY standards, after which the COUNTY shall convey the land to CITY at a cost of \$1; and
- E. WHEREAS, CITY operates an existing municipal water system, with limited infrastructure already established in the East Porterville/Doyle Colony and Vandalia areas, and has experience and qualifications necessary to provide such services; and
- F. WHEREAS, CITY and COUNTY mutually agree that a regional, collaborative solution to leverage and expand CITY'S municipal water system into the East Porterville/Doyle Colony and Vandalia areas is the most feasible means to address the area's water needs; and
- G. WHEREAS, CITY is willing to enter into this Agreement with COUNTY upon terms and conditions set forth herein; and
- H. WHEREAS, CITY and COUNTY mutually understand that due to the limited resources of the CITY's municipal water system, all future connections must comply with the CITY's Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, attached hereto and made a part thereof as Exhibit 'B'.

ACCORDINGLY, IT IS AGREED:

- 1. **TERM:** This agreement shall become effective as of the date the agreement is fully executed by both agencies.
- 2. **SERVICES TO BE PERFORMED & PAYMENT FOR SERVICES – EQUIPPING MUNICIPAL WELL FACILITY:** Refer to attached Exhibit 'D'.

TULARE COUNTY AGREEMENT NO. 27596

3. **SERVICE TO BE PERFORMED IN PERPETUITY:** The services described below shall be performed in perpetuity upon completion of all tasks enumerated in Exhibit 'D' and upon COUNTY securing the funds for equipping the well to CITY standards and requirements:
- A. CITY shall provide to STATE and/or COUNTY, upon STATE and COUNTY's request, a maximum of three million (3,000,000) gallons of water per month upon integration of the well provided under this Agreement, for the purposes of meeting emergency water needs in COUNTY's jurisdiction. CITY shall not charge COUNTY or STATE for said water.
 - B. CITY shall utilize water produced by the well provided under this Agreement as source capacity for new service connections and agreements in East Porterville/Doyle Colony and Vandalia areas. CITY agrees to provide source water for up to four hundred twenty-three (423) new connections in the East Porterville/Doyle Colony area subject to the CITY'S Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, and up to 80 new connections in the Vandalia area. The 423 new connections noted above are inclusive of those properties immediately adjacent to an existing water main, estimated at 40 parcels, which can be connected to the City's water system immediately upon execution of this agreement and the Memorandum(a) of Understanding between CITY, COUNTY, and STATE. Upon connection to CITY services, the listed properties will be exempt from payment of CITY water impact fees, but will be subject to standard fees, such as, but not limited to, water service and meter installation, unless otherwise financed by STATE or other funding sources, and associated monthly fees. This section shall not be construed to limit additional connections beyond the above referenced 503 properties provided for herein, where CITY provides consumption documentation that determines additional source capacity is available as a result of the connection of this well to CITY's system.
 - C. CITY expressly agrees to own, operate, maintain, repair and otherwise care for the well provided under this Agreement, in order to maintain it in proper working order and to the highest standard, for the duration of the well's useful life.
 - D. COUNTY shall grant the parcel on which the well is located to the CITY by Grant Deed at a cost of \$1 upon formal acceptance of the project. A 50-foot control zone around the well site is a requirement of the State Water Resources Control Board, Drinking Water Program, therefore establishing the minimum parcel size to be conveyed to the CITY. Existing COUNTY infrastructure may encroach through or conflict with the subject parcel and if so, ownership, maintenance, repair and replacement of these facilities shall transition to the City's responsibility by separate maintenance agreement upon acceptance of the project.
 - E. CITY shall not be entitled to compensation by COUNTY, or any State or Federal agency providing funding for the activities enumerated in Exhibit 'D', for any ongoing costs related to owning, operating, maintaining, repairing, or replacing this well. CITY and COUNTY expressly agree that CITY's ongoing compensation for such ongoing costs shall be the use of the well for CITY's use within its water system, unrestricted except as noted in "A"

above. No part of this paragraph shall be construed to limit or restrict in any way CITY's ability to seek any grant funding or collect rates and fees from users of CITY's water system.

- F. All recipients of water are subject to CITY water policies, such as, but not limited to, water conservation and watering schedules. Connections made as noted in "B" above may be subject to further water conservation thresholds as required by the STATE.

4. This Agreement represents the entire agreement between CITY and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

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

COUNTY: County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare
Administrative Building
2800 W. Burrel Avenue
Visalia, CA 93291

(Fax No.: (559) 733-6318 / Phone No. (559) 636-5005)

CITY: City Manager
291 N. Main St.
Porterville, CA 93257

(Fax No.: (559) 715-4013/ Phone No. (559) 782-7466)

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

6. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
7. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
8. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. This Agreement is entered into and shall be performed in Tulare County, California. CITY waives the removal provisions of California Code of Civil Procedure Section 394.
9. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party or either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
10. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

11. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court of other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
12. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.
13. CITY expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
14. Insurance
15. Permit
16. Dispute Resolution: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
17. Indemnification: CITY shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CITY or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CITY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CITY's failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

///

///

///

///

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

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



ATTEST: Michael C. Spata,
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. G. Glick for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'

EXHIBIT 'B'

RESOLUTION NO. 74 -2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE DEFINING OBJECTIVES AND POLICIES FOR ANNEXATIONS AND MUNICIPAL SERVICES

WHEREAS: The City of Porterville established a policy concerning annexation and provision of municipal services in 1986, noting that “the City, in order to grow for reasons of economies of scale and quality of services must expand its boundaries within reason, generally encourages the owners of properties contiguous to the city of Porterville to annex to said City of Porterville”; and

WHEREAS: Since 1990, the population of the city of Porterville has increased 53% according to the California Department of Finance, and the land area of the city proper has increased by 38% according to City annexation records; and

WHEREAS: The City of Porterville accepts its responsibility to provide municipal services to those residents, businesses, and other land uses within the limits of the city. The City of Porterville has taken the position that the costs of all physical improvements within the city have been paid by property owners, and other taxes derived in the city, and, therefore, these same people should not be required to bear the expense of additional physical improvements needed to serve newly annexed areas.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby define the following objectives related to annexations and municipal services:

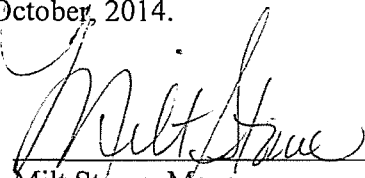
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city, and where appropriate, to provide those services beyond the limits of the city within the Urban Development Boundary, and only in extreme cases to those properties beyond the Urban Development Boundary within the Urban Area Boundary.
3. To provide for land development and growth in a manner consistent with the General Plan, particularly as it relates to land use and circulation.
4. To consider an application upon its own merits, and identify what benefits would accrue to the City as an agency and service provider, to the residents of the city of Porterville, and to the applicant.
5. To identify the problems involved in any proposal considered for annexation or request for extra-territorial services and resolve them in the manner most beneficial to the properties within the city of Porterville.
6. To develop factual information to permit informed discussion between City representatives and property owners/residents of unincorporated territories.

BE IT FURTHER RESOLVED, that the City Council of the City of Porterville does hereby establish the following policies for consideration of annexations and municipal services:

1. It shall be the policy of the City of Porterville to consider annexation proposals only within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County Local Area Formation Commission (LAFCo).

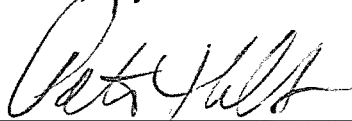
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, only where necessary in order to respond to an existing or impending threat to public health or safety of affected residents, to consider extra-territorial service requests within the Urban Area Boundary, as adopted by City Council and identified on the City of Porterville Zoning Map.
4. It shall be the policy of the City of Porterville to consider annexation proposals and extra-territorial service requests in a manner consistent with the policies and regulations adopted by the Tulare County LAFCo and the State of California, as applicable.
5. It shall be the policy of the City of Porterville to discourage single-family one (1) lot annexation proposals that may have an adverse fiscal impact on the City of Porterville.
6. It shall be the policy of the City Council that territory shall not be annexed to the city of Porterville, which as a result of such annexation, unincorporated territory is completely surrounded, or substantially surrounded by the city of Porterville.
7. It shall be the policy of the City of Porterville that annexation proposals shall be in conformance with the Cortese-Knox-Hertzberg Act of 2000, as amended.
8. It shall be the policy of the City Council to consider each petition/consent for annexation upon its relationship to what economic benefits will accrue to the City of Porterville, and to the area residents/property owners.
9. It shall be the policy of the City Council that the costs of all physical improvements will be borne by the property owners/resident or developer.
10. It shall be the policy of the City of Porterville to maintain the viability of agricultural productivity; i.e. protecting and conserving as much agricultural land as possible in the area surrounding the Porterville community.
11. It shall be the policy of the City of Porterville that the applicant for annexation present proposals to the Project Review Committee and explain the particulars of the area under consideration for possible annexation, including a plan for services.
12. It shall be the policy of the City of Porterville to consider any requests for annexation or extra-territorial services in a manner consistent with the procedures adopted by resolution of the City Council.

PASSED, APPROVED AND ADOPTED this 21st day of October, 2014.


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 21st day of October, 2014.

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING PROCEDURES FOR ANNEXATIONS AND EXTENSION OF
MUNICIPAL SERVICES

WHEREAS: On October 21, 2014, the City Council of the City of Porterville adopted two resolutions that defined objectives and policies, and established procedures for annexations and municipal services, respectively; and

WHEREAS: The on-going, severe drought of the past few years has created a situation where hundreds of parcels in the East Porterville area are experiencing dry wells, or wells of substandard water quality. State and regional agencies have come together with the City to identify and develop a long-term solution to this crisis, which will involve a significant infrastructure project to allow extension of municipal water services to the area. Not all parcels within the subject area meet the mandatory findings for extra-territorial service agreements as identified in the City's current procedures.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby amend existing procedures to submit application for municipal services, and to have said application(s) processed as outlined in Exhibit "A", attached. The exemption identified for the East Porterville Feasibility Study Project Area will apply to the area represented in Exhibit "B".

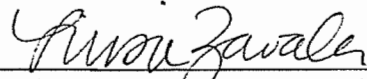
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

All properties requesting annexation or extraterritorial services are subject to the procedures established below unless otherwise stated. Compliance with City of Porterville procedures does not guarantee approval by LAFCo of annexations or extra-territorial service agreements. Upon request for an annexation or extraterritorial services request, staff will evaluate whether the applicant's property is within the City's Urban Development Boundary or Urban Area Boundary and explain the process.

ANNEXATION APPLICATION PROCEDURE

1. A complete annexation application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, Application for Annexation, and other materials as required with those applications respectively.
2. On receipt of an application as outlined above, all materials will be considered by the Project Review Committee, who will coordinate in a pre-consultation process with LAFCO staff and the County Public Works Department for review and recommendation.
3. During review by the Project Review Committee of the necessary application and data, staff will prepare a report and findings on all aspects of the proposed action(s).
4. An environmental document will be prepared pursuant to the California Environmental Quality Act (CEQA), reviewing the potential environmental effect of the proposed activities. The Zoning Administrator will make an initial determination of the level of environmental review required.
5. After proper noticing, a public hearing will be held for the City Council to hear comments related to the project at a regularly scheduled meeting. The Council will authorize staff to initiate the application with LAFCo. Documents will be filed in accordance with the Cortese-Knox-Hertzberg Act of 2000, as amended, and submitted to the Local Agency Formation Commission for its review, recommendation and action.
6. On consummation by the City Council, the City Clerk shall submit the necessary materials to the State Board of Equalization with the appropriate acreage fees, which are paid by the Applicant.
7. In the event the annexation fails, either by dissenting votes of the City Council or at hearing at LAFCo, the City Council may approve an extraterritorial service agreement within the Urban Development Boundary, subject to conditions identified in the deed restriction.

ANNEXATION EXEMPTION PROCEDURE

Where a certain property meets all of the following criteria, they may proceed with an Extraterritorial Service Agreement for water or storm-water drainage without first attempting annexation, subject to the conditions of Extraterritorial Service Agreements as defined below.

1. Previously developed single family residences on parcels 24,999 square feet or smaller, OR a school developed by a State funded school district.
2. The parcel requesting services must be immediately adjacent to a municipal main providing the requested service, or the property owner shall provide for the extension of the main line to City standards at their expense.

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

Extraterritorial Service connections may be made subject to the following conditions. Note specific parameters and the required findings for connections in the Urban Development Boundary and the Urban Area Boundary.

1. Application: A complete extraterritorial services application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, and other materials as required with those applications respectively.
2. General Plan Consistency:
 - a. Proposed Uses and Improvements: Service connections are to be withheld from proposed uses and improvements that would not be consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan.
 - b. Existing Uses and Improvements: Service connections to existing uses and improvements which are not consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan shall be considered at the discretion of the City Council, and may be subject to other restrictions.
3. Agreements and covenants:
 - a. A deed restriction specific to land use and zoning must be approved by the property owner and the City Council, and recorded with the County of Tulare upon the property, at the applicant's cost.
 - b. An irrevocable agreement to annex must be signed by the property owner and recorded with the County of Tulare upon the property, at the applicant's cost.
4. Time limitations: The City Manager or his designee, or the City Council may condition the approval of applications for service connections by establishing a time frame within which connections must be made to avoid re-application.
5. Improvement Plans: Applications for service connections, which necessitate the extension of one or more municipal facilities to property in order to make such connections, shall be conditioned by the City Manager or his designee, or the City Council to require that Construction Drawings of the intended public improvements be submitted to the City Engineer for plan check and approval. Costs incurred for the preparation of improvement plans, and certain off-site construction and/or installation costs related to extending facilities, shall be the responsibility of the applicant.
6. Fees: Prior to the issuance of a Connection Permit, payment must be made to the City of Porterville of all fees pertinent to the respective service connection, or connections, approved by the City Manager or his designee, or the City Council.

Within the Urban Development Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.
- That the subject property is not within an island as defined by Tulare LAFCo.
- That an attempt to annex the subject site is not realistic given current city limit boundaries. Specifically, the parcel is too far removed from the city limit, and/or the number and valuation of adjacent parcels would result in a failed annexation effort.

Within the Urban Area Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.

EXEMPTIONS AND EXCEPTIONS

1. PVPUD: Connections to Porterville Regional Sewage Treatment Facilities serving uses and improvements to property within the boundaries and jurisdiction of the Porter Vista Public Utility District (PVPUD) are exempted from application to the City of Porterville. Interested parties should contact the PVPUD for information on connection requirements and fees pertaining

to sewer services. This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.

2. PRIOR APPROVALS: Porterville City Council approval of requests for connection to Regional Sewage Treatment, Municipal Water and/or Master Storm Drain Facilities as authorized prior to the adoption and effective date of the respective policies set forth herein shall remain valid and in force according to the terms and conditions initially specified at the time of approval, and re-application will not be required.

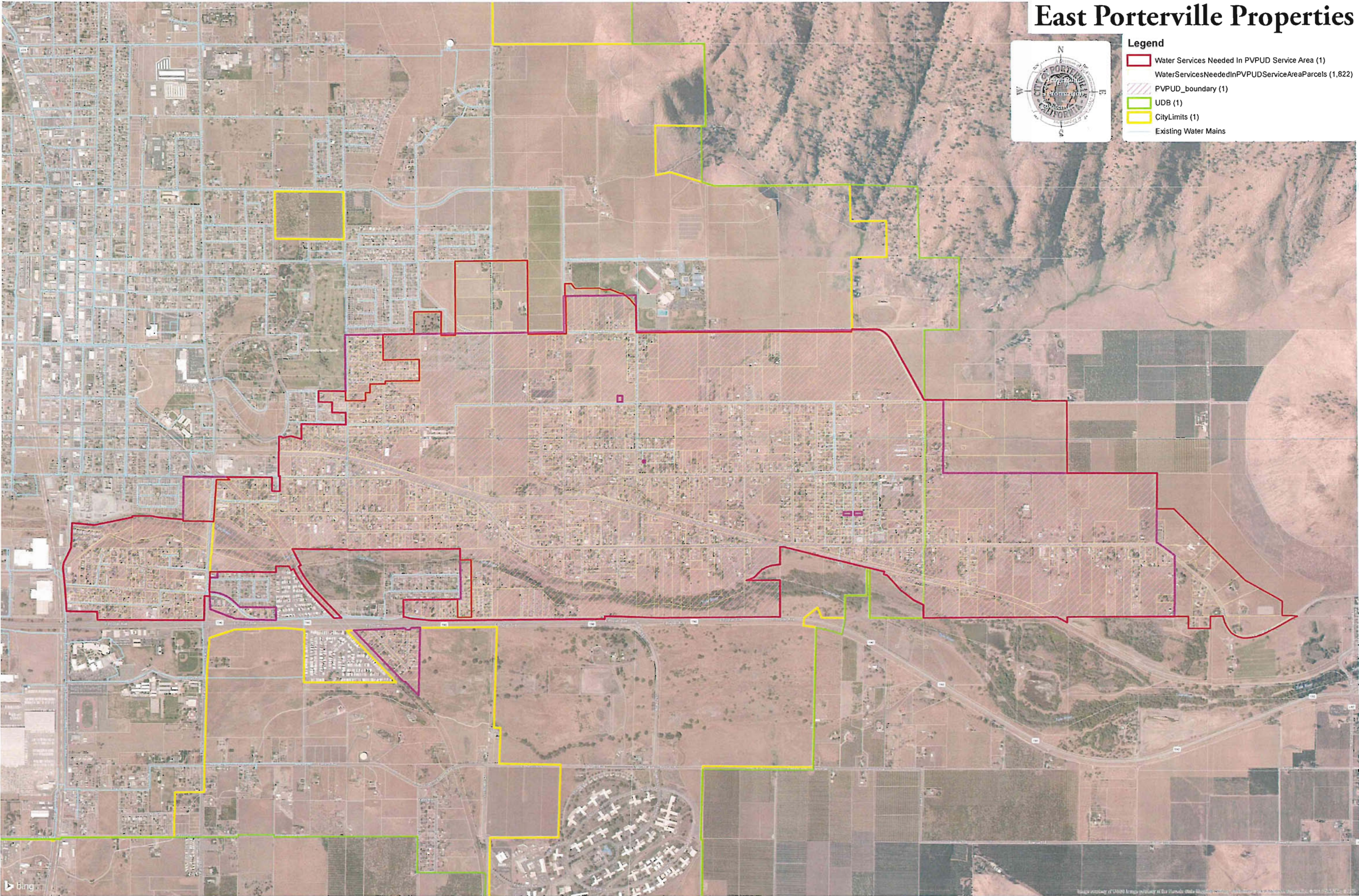
3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues in East Porterville. Properties within that boundary would be permitted to apply for connection, whether in association with DWR, SWRCB, or at a later date, on their own. Such connections would be subject to the mandatory findings as outlined in this procedure, with the following exceptions:

- Rather than require that the subject property be a developed single-family residence on a parcel 24,999 square feet or smaller, neither the land use nor the parcel size would be restricted neither the land use nor the parcel size would be restricted for legal and legal non-conforming structures and land uses existing as of April 29, 2016.
- Further, properties within certain islands in the EPFS Project Area would not be required to annex prior to connection. This exception does not limit the City of Porterville's authority to pursue annexation in the future, but rather waives the requirement that annexation must be approved prior to connection.

East Porterville Properties



- Legend**
- Water Services Needed In PVPUD Service Area (1)
 - WaterServicesNeededInPVPUDServiceAreaParcels (1,822)
 - PVPUD_boundary (1)
 - UDB (1)
 - CityLimits (1)
 - Existing Water Mains



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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 19th day of April, 2016.

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

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

JOHN D. LOLLIS, City Clerk

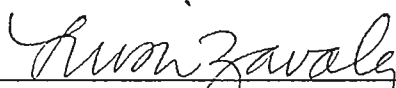

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

Task	Description	Cost
1.2	Prepare Well Drilling Plans, Specifications, and Estimates	\$468.00
3.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$1,526.00
5	Ph. 1 Preconstruction Meeting	\$1,357.43
Total:		\$3,351.43

Consulting Engineering work will be reimbursed directly to Dee Jaspar & Associates under Tulare County Agreement No. 1276, including the following Tasks:

Task 4.1	Project Evaluations and Field Surveying	\$58,326.00
Task 4.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$30,000.00
Task 4.3	Prepare and Assist with SCE Application & Telephone Service	\$5,000.00
Task 4.4	SCE Costs	\$15,000.00
Total:		\$108,326.00

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

by the California Department of Water Resources (DWR), California Office of Emergency

Service (OES), the State Water Resources Control Board (SWRCB),

the County of Tulare (County), and City of Porterville (Porterville),

which are collectively known as the “Parties”

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as “East Porterville,” have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, Governor Edmund G. Brown Junior signed Assembly Bill 685 in 2012, adding Water Code section 106.3, which recognizes that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes, and which requires all relevant state agencies to consider this right when revising, adopting, or establishing pertinent policies, regulations, and grant criteria;

Whereas, the Parties have provided emergency water supplies to some residents of East Porterville that are without an adequate household water supply;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, East Porterville is located east and adjacent to Porterville, which has an existing municipal water system that serves residents within the incorporated area of Porterville;

Whereas, some of the residents of East Porterville without an adequate household water supply could be connected to Porterville's municipal water system provided certain arrangements and projects are carried out by the Parties;

Whereas, Vandalia is a neighborhood located within Porterville, and some Vandalia residents lack adequate household water supply and these households could be connected to Porterville's municipal water system;

Whereas, the Parties have met and have discussed alternative plans and projects that would provide an emergency water supply from Porterville to some residents of East Porterville and Vandalia in an expeditious manner;

Whereas, to advance these projects, DWR has provided funding, as reflected in the agreement between DWR and Tulare attached as Exhibit 1, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the SWRCB has also provided funding for Well C1, as reflected in the agreement between the SWRCB and the County attached as Exhibit 2;

Whereas, the County and Porterville intend to execute an agreement, a draft of which is attached as Exhibit 3, that will connect Well C1 to Porterville's municipal water system and that will provide for an adequate household water supply for some residents of East Porterville; and

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner.

Understanding

A. Description of Emergency Project and Long-Term Plan

1. The purpose of this MOU is to set forth in writing the intentions of the Parties of how best to move forward with plans to complete an emergency water supply project (Project) to some residents in the East Porterville and Vandalia areas, which are represented in Exhibit 4. (Map showing East Porterville and Porterville). The goal of the Project is to provide an adequate household water supply to some of the residents and properties in these areas that do not have one presently, and to end the need of the Parties to provide temporary water supplies to those residents through tanks and bottles.

2. The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville that have dry wells and are adjacent to Porterville's existing municipal water distribution system. It is estimated that this phase will serve 40 properties with dry wells that are currently receiving temporary household water supplies.

3. The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 500 properties in East Porterville and in Vandalia that have dry wells or otherwise lack an adequate source of water and have not been connected by Phase 1. In order to complete Phase 2, the residents of these properties will likewise need to connect to Porterville's municipal water system.

4. As soon as possible, Porterville and DWR will undertake Phase 1 of the Project and connect the properties in East Porterville that are adjacent to Porterville's existing municipal water distribution system. These connections will be accomplished as described in Water Installation Diagram attached as Exhibit 5 and based on the cost estimate, which is attached as Exhibit 6. In order to make these connections, a property owner desiring to receive public water supply will need to execute the Extraterritorial Service Agreement, a sample of which is attached as Exhibit 7, and the SWRCB's Water Connection Agreement, a sample of which is attached as Exhibit 8. Necessary signatures and agreements with property owners will be sought through SWRCB's outreach carried out with the assistance of all Parties to this MOU.

5. The Parties intend that Well C1 will be used to provide the emergency water supply in Phase 2 to about 500 properties without adequate household water supplies. The Parties presently understand that there are about 423 properties in East Porterville and approximately 80 properties in Vandalia where connections may be needed to provide emergency water supplies.

6. The Parties have created a Technical Workgroup consisting of engineers and planners, which work cooperatively on the technical issues described in this MOU. Based on recommendations of the Technical Workgroup, the Parties intend to provide the emergency water supply contemplated by this MOU.

7. The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

8. The Parties intend to use best efforts to complete both phases of the Project by December 31, 2016. The completion date of the Long-Term Plan is dependent on the completion of the Feasibility Study carried out by Technical Workgroup and on Porterville and/or the County applying for and securing sufficient funding from the SWRCB or from other sources. The Parties desire to complete the Long-Term Plan as expeditiously as possible.

B. Project Contributions of the Parties

9. Working in cooperation with the other Parties and the Technical Workgroup, DWR will prepare all environmental compliance for the Project, and design and construct the Project, both Phases 1 and 2. DWR will provide funding for Phases 1 and 2 of the Project through Emergency Drought Funding. DWR intends to serve as California Environmental Quality Act (CEQA) lead agency for the Long-Term Plan and will prepare any necessary CEQA documentation and any other necessary environmental review documents, unless the Feasibility Study recommends another lead agency.

10. SWRCB will provide the community outreach to assist in obtaining necessary property owner acceptance before proceeding with Project. SWRCB will also work with Porterville and/or County to secure funding of the Long-Term Plan. SWRCB will provide certain reviews and approvals for the permitting of the Project and the Long-Term Plan.

11. OES will coordinate all of the State's efforts under the Governor's Drought Task Force in the Project area and will be provided at no cost by Porterville up to 3,000,000 gallons of emergency water per month as needed as a result of this MOU and the agreement that Porterville and the County are in the process of considering for execution, a draft of which is attached as Exhibit 3, with regard to the Well C1.

12. Porterville will provide the needed water service to the residents of East Porterville without an adequate household water supply after they are connected to Porterville's municipal water system as described in the Project. The water service will be accomplished per the Extraterritorial Service Agreement, which requires that property owners served pay the monthly water bill. DWR is funding the residents' connection to the Project, and as a result, some of the normal connection fees will be waived provided that connection is made during Phase 1 or Phase 2. Porterville will install the water meters for each connection, which will be paid for by DWR.

13. The County intends to execute an agreement with Porterville that is consistent with this MOU and Exhibit 3, which will allow Well C1 to serve as a water supply for the Project. The County will inspect the work of the Project and the property connections at no cost to the residents.

14. The Parties to the MOU will cause the removal of all temporary water tanks from the properties upon completion of the Project and the appurtenances necessary for the receipt of municipal water service. The work for removing the water tanks will be carried out by the County under an agreement between the County and OES.

C. General Provisions

15. The Parties intend to use their best efforts to carry out this MOU. This MOU is not a binding agreement, and is not intended to create contractual rights and remedies among the Parties. However, the Parties have entered into and intend to enter into certain binding agreements in the future necessary to develop and complete the Project and the Long-Term Plan.

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on December 31, 2016, unless extended by all of the Parties in writing.

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Emergency Project Feasibility Study



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville
by the California Department of Water Resources (DWR), California Office of
Emergency Service (OES), the State Water Resources Control Board (SWRCB),
the County of Tulare (County), and City of Porterville (Porterville),
which are collectively known as the "Parties"

This Amendment No.1 to the MOU is made this 7th day of November, 2016. As described below, this Amendment No.1 recognizes the MOU is still in effect, modifies certain sections of this MOU, and adds new sections to the MOU.

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as "East Porterville," have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, to advance these projects, DWR and the SWRCB have provided funding, as reflected in Exhibits 1 and 2, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner:

Whereas, the purpose of this amendment is to clarify some sections of the MOU and to add several new sections.

NOW THEREFORE, IT IS MUTUALLY AGREED that the following changes are hereby made to the MOU:

1. Section A (2) is amended to read as follows:

The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville and Vandalia that have dry wells and/or water tanks. It is estimated that this phase will serve approximately 300 properties.

2. Section A (3) is amended to read as follows:

The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 800 properties in East Porterville by connecting them to the City of Porterville's water system. The total number of homes eligible for this Project is approximately 1,100.

3. Section A (5) is amended to read as follows:

The Parties intend that Well C1 will be used to provide the initial water supply. The Parties acknowledge the delay in Well C1 completion. To mitigate the effects of this on the residents of East Porterville, the City of Porterville will allow connections of homes as they become prepared for connection. These early connections will be beyond the initial 70 connections (previously 40 connections) agreed to, given the availability of capacity during the winter months. However, these additional connections to the City's water system will cease on March 1, 2017, if Well C1's connection to the City's water system is not completed by then.

4. Sections A (7) b-f shall be added and made part of this MOU:

7 (a). The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

(b). The East Porterville Water Supply Project Hydraulic Analysis Report ("Hydraulic Analysis Report," which is attached as Exhibit 10) determined that the water supply capacity required to serve all eligible residents of East Porterville is 1,435 gallons per minute (gpm). This capacity shall be based on the sustainable yield of the wells which is defined as 75 percent of the initial design capacity. Since Well C1 has a sustainable yield of 600 gpm, the Parties agree that the State will fund the construction and equipping of additional wells to provide the 835 gpm shortfall.

(c). Based on the Hydraulic Analysis, a 700,000 gallon water storage tank is required to serve the residents of East Porterville. However, based on Porterville's master plan recommendations, a 1.2 million-gallon storage tank is required for the City's buildout. The Parties therefore intend to construct a 1.2 million-gallon storage tank with cost sharing between the State and the City. The State will fund the cost of a 700,000 gallon tank required for the Project and the City of Porterville will fund the cost of the additional 500,000 gallons of storage required for the City's future use as contained in its master plan. The cost-sharing shall be proportional to the tank capacity being funded.

(d). The Parties intend to upgrade the existing Henderson-Plano Booster Pump Station and the Granite Hills Intertie which would facilitate water supply to the East Pressure Zone which serves East Porterville. The State will fund the construction of one booster pump rated at 2,100

gpm along with a variable frequency drive and the Granite Hills Intertie. The City will fund the replacement of its two existing pumps along with associated variable frequency drives as part of Phase 2 of the Project. These two pumps are more than 30-years old and their replacement will enable the City's water system to operate more efficiently and in a cost-saving manner.

(e). The Parties further agree that a booster pump station of capacity 1,670 gpm is required to convey water from the West Pressure Zone, where the new wells will be located, to the Central Pressure Zone for onward conveyance to East Porterville. The State will fund the construction of this booster pump station.

(f). Given that Well C1 has an estimated sustainable yield of 600 gpm, as well as a unit demand of 0.833 gpm per home connection based on the Hydraulic Analysis , Well C1 could effectively serve up to 720 households . The Parties agree that home connections for Phase 2 of the Project can begin as soon as Well C1 is connected to the City's water system, and the Henderson-Plano Booster Pump Station upgrade and the Granite Hills Intertie are completed. These home connections shall cease when the capacity of Well C1 is exceeded. Thereafter, additional home connections will be made after the construction of additional wells or if City staff determines that the water system can support additional home connections.

5. Section (C) 16 is amended to read as follows:

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on June 30, 2018, unless extended by all Parties in writing.

6. The list of the Exhibits at the end of MOU is amended to read as follows:

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Feasibility Study for the Long-Term Plan
10. East Porterville Water Supply Project Hydraulic Analysis Report

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

City of Porterville

County of Tulare

Executive Department

State of California

EXECUTIVE ORDER B-40-17

WHEREAS California has endured a severe multi-year drought that has threatened the water supplies of communities and residents, devastated agricultural production in many areas, and harmed fish, animals and their environmental habitats; and

WHEREAS Californians responded to the drought by conserving water at unprecedented levels, reducing water use in communities by more than 22% between June 2015 and January 2017; and

WHEREAS the State Water Resources Control Board, the Department of Water Resources, the Department of Fish and Wildlife, the Office of Emergency Services, and many other state agencies worked cooperatively to manage and mitigate the effects of the drought on our communities, businesses, and the environment; and

WHEREAS the State provided 66,344,584 gallons of water to fill water tanks for communities suffering through drought-related water shortages, outages, or contamination, and provided emergency assistance to drill wells and connect communities to more robust water systems; and

WHEREAS the State took a number of important actions to preserve and protect fish and wildlife resources, including stream and species population monitoring, fish rescues and relocations, infrastructure improvements at trout and salmon hatcheries, and infrastructure to provide critical habitat for waterfowl and terrestrial animals; and

WHEREAS the State established a Statewide Water Efficiency and Enhancement Program for agricultural operations that provides financial assistance for the implementation of irrigation systems that save water; and

WHEREAS water content in California's mountain snowpack is 164 percent of the season average; and

WHEREAS Lake Oroville, the State Water Project's principal reservoir, is 101 percent of average, Lake Shasta, the federal Central Valley Project's largest reservoir, is at 110 percent of average, and the great majority of California's other major reservoirs are above normal storage levels; and

WHEREAS despite winter precipitation, the effects of the drought persist in areas of the Central Valley, including groundwater depletion and subsidence; and

WHEREAS our changing climate requires California to continue to adopt and adhere to permanent changes to use water more wisely and to prepare for more frequent and persistent periods of limited water supply; and

WHEREAS increasing long-term water conservation among Californians, improving water use efficiency within the State's communities and agricultural production, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, do hereby **TERMINATE THE JANUARY 17, 2014 DROUGHT STATE OF EMERGENCY** for all counties in California except the Counties of Fresno, Kings, Tulare, and Tuolumne.

I FURTHER ORDER THAT:

1. The orders and provisions contained in my April 25, 2014 Emergency Proclamation, as well as Executive Orders B-26-14, B-28-14, B-29-15, and B-36-15 are rescinded.
2. The orders and provisions contained in Executive Order B-37-16, **Making Water Conservation a California Way of Life**, remain in full force and effect except as modified by this Executive Order.
3. As required by the State Emergency Plan and Government Code section 8607(f), the Office of Emergency Services, in coordination with other state agencies, shall produce an after-action report detailing the State's response to the drought and any lessons learned in carrying out that response.

MAINTAINING CONSERVATION AS A WAY OF LIFE

4. The State Water Resources Control Board (Water Board) shall continue development of permanent prohibitions on wasteful water use and requirements for reporting water use by urban water agencies, and to provide a bridge to those permanent requirements, shall maintain the existing emergency regulations until they expire as provided by the Water Code. Permanent restrictions shall prohibit wasteful practices such as:
 - Hosing off sidewalks, driveways and other hardscapes;
 - Washing automobiles with hoses not equipped with a shut-off nozzle;
 - Using non-recirculated water in a fountain or other decorative water feature;
 - Watering lawns in a manner that causes runoff, or within 48 hours after measurable precipitation; and
 - Irrigating ornamental turf on public street medians.
5. The Water Board shall rescind those portions of its existing emergency regulations that require a water supply stress test or mandatory conservation standard for urban water agencies.

6. The Department of Water Resources (Department) shall continue work with the Water Board to develop standards that urban water suppliers will use to set new urban water use efficiency targets as directed by Executive Order B-37-16. Upon enactment of legislation, the Water Board shall adopt urban water use efficiency standards that include indoor use, outdoor use, and leaks as well as performance measures for commercial, industrial, and institutional water use. The Department shall provide technical assistance and urban landscape area data to urban water suppliers for determining efficient outdoor use.
7. The Water Board and the Department shall continue to direct actions to minimize water system leaks that waste large amounts of water. The Water Board, after funding projects to address health and safety, shall use loans from the Drinking Water State Revolving Fund to prioritize local projects that reduce leaks and other water system losses.
8. The Water Board and the Department shall continue to take actions to direct urban and agricultural water suppliers to accelerate their data collection, improve water system management, and prioritize capital projects to reduce water waste. The California Public Utilities Commission is requested to work with investor-owned water utilities to accelerate work to minimize leaks.
9. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation.
10. All state agencies shall continue response activities that may be needed to manage the lingering drought impacts to people and wildlife. State agencies shall increase efforts at building drought resiliency for the future, including evaluating lessons learned from this current drought, completing efforts to modernize our infrastructure for drought and water supply reliability, and shall take actions to improve monitoring of native fish and wildlife populations using innovative science and technology.

CONTINUED DROUGHT RESPONSE IN FRESNO, KINGS, TULARE, AND TUOLUMNE COUNTIES

11. The Water Board will continue to prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages.
12. The Department and the Water Board will accelerate funding for local water supply enhancement projects and will continue to explore if any existing unspent funds can be repurposed to enable near-term water conservation projects.
13. The Water Board will continue to work with local agencies to identify communities that may run out of drinking water, and will provide technical and financial assistance to help these communities address drinking water

shortages. It will also identify emergency interconnections that exist among the State's public water systems that can help these threatened communities. The Department, the Water Board, the Office of Emergency Services, and the Office of Planning and Research will work with local agencies in implementing solutions to those water shortages.

14. For actions taken in the Counties of Fresno, Kings, Tulare, and Tuolumne pursuant to directives 11–13, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, as well as Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, are hereby suspended. These suspensions apply to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions.
15. California Disaster Assistance Act Funding is authorized until June 30, 2017 to provide emergency water to individuals and households who are currently enrolled in the emergency water tank program.
16. State departments shall commence all drought remediation projects in Fresno, Kings, Tulare, and Tuolumne Counties within one year of the date of this Executive Order.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 7th day of April 2017.


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

