



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MAY 5, 2015, 5:30 PM**

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1 - Government Code Section 54956.8 - Conference with Real Property Negotiators/Property: APN: 243-210-065. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Benny and Jean Webb. Under Negotiation: Terms and Price.
- 2 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Steve Kabot, and Patrice Hildreth. Employee Organizations: Porterville City Employees Association; Management and Confidential Series; Porterville Police Officers Association; Fire Officer Series; Porterville City Firefighters Association; Public Safety Support Unit; and all Unrepresented Management Employees.
- 3 - Government Code Section 54956.95 – Liability Claim: Claimant: Marina Abitra. Agency claimed against: City of Porterville.
- 4 - Government Code Section 54956.95 – Liability Claim: Claimant: Ismael Gonzalez. Agency claimed against: City of Porterville.
- 5 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Three cases - two in which facts are not yet known to potential plaintiffs, and one case concerning a Demand for Withdrawal of Notice of Immediate Termination dated April 23, 2015 regarding the City's Reclamation Area Lease Agreement.
- 6 - 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
REPORABLE ACTION TAKEN IN CLOSED SESSION**

Pledge of Allegiance Led by Council Member Gurrola
Invocation

PRESENTATIONS

Certificate of Recognition - Sgt. Richard Standridge

AB 1234 REPORTS

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

1. Tulare County Association of Governments (TCAG) - April 27, 2015
2. SJVAPCD Special City Selection Committee - April 30, 2015

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
2. Library & Literacy Commission
4. Animal Control Commission - May 4, 2015
3. Arts Commission - April 29, 2015
5. Youth Commission
6. Transactions and Use Tax Oversight Committee (TUTOC)

II. Staff Informational Reports

1. Attendance Report for City Commissions and Committees - 3rd Quarter FY 2014/15
2. Building Permit Activity - Fiscal Year 2014/2015 3rd Quarter Report (January, February and March, 2015)
3. Code Enforcement 3rd Quarter Report
4. Report on Charitable Car Washes
5. Quarterly Porterville Golf Course Report

6. Street Performance Measure - 3rd Quarter Report

7. Lease of 298 North Main Street

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.

8. City Council Minutes of September 16, 2014

9. Award of Contract - Transit Maintenance CNG Facility Expansion Project

Re: Considering awarding a contract in the amount of \$2,027,315 to RJ Berry of Selma, CA, for the project consisting of the expansion of the CNG Facility located at 555 N. Prospect; and approval of the proposed appropriation of funds.

10. Award of Contract for the Riverwalk Phase II Project Greenhouse-Gas Emissions Analysis

Re: Considering awarding contract for the Greenhouse Gas Analysis and Partial Recirculated Environmental Impact Report for the Riverwalk Phase II Project to First Carbon Solutions of Fresno, CA, at a cost of \$29,600, plus the customary 10% contingency, and 10% administrative cost, to be paid by the applicant of the Riverwalk Phase II Project.

11. Bid Results for the Waste Water Treatment Facility (WWTF) Sludge De-watering and Electric Air Blower Project

Re: Considering awarding a contract in the amount of \$3,561,739 to Cushman Contracting Corporation for the project located at the Wastewater Treatment Facility.

12. Acceptance of Improvements - Riverview Estates No. 5 (Gary Smee - Smee Builders, Inc.)

Re: Considering acceptance of improvements from Smee Builders, Inc. for Riverview Estates No. 5; and authorizing the filing of the Notice of Completion.

13. Request to Set a Public Hearing for June 2, 2015, to Consider Moving Into Phase III of the City's Water Conservation Plan

Re: Considering the scheduling of a Public Hearing on June 2, 2015, to consider moving into Phase III of the City's Water Conservation Plan.

- 14. Consideration of Participation in the Tule River Basin Integrated Regional Water Management Plan**
Re: Consideration of participation in the Tule River Basin Integrated Regional Water Management Plan, and authorization to participate in the development of a Memorandum of Understanding for the plan.
- 15. Authorization to Lease Property - 298 North Main Street**
Re: Considering approval of a 3-year lease of Suite Eight by Porterville Transit Division for \$4,100 per month, and the joint-use of Suite Seven for Centennial Plaza located at 298 North Main Street.
- 16. Freedom Fest and Fireworks Show**
Re: Considering approval to appropriate \$7,500 to the Freedom Fest account, authorize the Airport to purchase fuel and hotel accommodations for the All Red Star Formation Flying Team, and authorize the operation of a shuttle route to and from the Transit Center and Sports Complex from 4:00 p.m. to 10:00 p.m. on June 27, 2015.
- 17. Interim Financial Status Reports**
Re: Considering acceptance of the interim financial status reports for the period of January 1, 2015, to March 31, 2015.
- 18. Quarterly Portfolio Summary**
Re: Considering approval of the quarterly portfolio summary for the period of January 1, 2015, to March 31, 2015.
- 19. Request for Proclamation - MDA & Firefighter Month - May 2015**
Re: Considering approval of a Request for Proclamation submitted by Porterville Firefighters and the MDA to proclaim May 2015 as "MDA & Firefighter Month."
- 20. Request for Proclamation - Freedom Days - June 14 - July 4, 2015**
Re: Considering approval of a Request for a Proclamation submitted by the Flag Day Committee to proclaim June 14 to July 4, 2015, as "Freedom Days in Porterville."
- 21. Approval for Community Civic Event - Tulare County Jr. Livestock Show and Community Fair - Porterville Fair - May 13 - 17, 2015.**
Re: Considering approval of an event to take place May 13-17, 2015, at the Porterville Fairgrounds, located at 2700 W. Teapot Dome Avenue.
- 22. City Council Member Requested Agenda Item - Request for the City Council to Consider Prohibiting the Installation of Natural Grass in Commercial and Industrial Zoned Areas, and to Require a Permit for the Installation of Natural Grass Exceeding 300 Square Feet in Residential Zoned Areas**
Re: Considering a request by City Council Member Ward to add an item onto the May 19, 2015, Council Agenda

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

PUBLIC HEARINGS

23. **California HERO Program - Property Assessed Clean Energy**
Re: Considering approval of a resolution opting into the California HERO Program.
24. **Request for a Conditional Use Permit (PRC 2015-008-C) to Allow for the Sale of Alcohol for the Vault Bar & Grill Located at 178 N. Main Street**
Re: Considering approval of a resolution allowing for the sale of beer and wine at The Vault Bar & Grill at 178 N. Main Street; and authorizing the execution of a Letter of Public Convenience or Necessity.

SECOND READINGS

25. **Second Reading - Ordinance 1823, Approving Zone Change (PRC 2015-002-Z) From RM-3 (High Density Residential) to CG (General and Service Commercial) at 61 W. North Avenue**
Re: Second reading of Ordinance 1823, which was given first reading on April 21, 2015.

SCHEDULED MATTERS

26. **Animal Control Ordinance Update**
Re: Consideration of the draft Animal Control Ordinance and the scheduling of a public hearing.
27. **Governor's Executive Order for Statewide Mandatory Water Reductions, Consideration of Adoption of Resolution for Declaration of Local Emergency, and Reconsideration of Provision of Water to East Porterville Residents**
Re: Consideration of adopting a Resolution of Declaration of Local Emergency, and reconsideration of the County's request to purchase potable water for East Porterville residents.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT - to the meeting of May 19, 2015

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

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



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Attendance Report for City Commissions and Committees - 3rd Quarter FY 2014/15

SOURCE: Administrative Services

COMMENT: At the Council's request, staff is herein providing for informational purposes the attendance records as of the 3rd Quarter FY 2014/15 for the following City Commissions and Committees:

- > Parks & Leisure Services Commission;
- > Library & Literacy Commission;
- > Arts Commission;
- > Animal Control Commission;
- > CDBG Advisory & Housing Opportunity Committee; and
- > Transactions & Use Tax (Measure H) Oversight Committee

RECOMMENDATION: Informational Report Only.

ATTACHMENTS:

1. Parks & Leisure Services Commission
2. Library & Literacy Commission
3. Arts Commission
4. Animal Control Commission
5. CDBG Advisory Committee
6. TUTOC (Measure H)

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

PARKS & LEISURE SERVICES COMMISSION
ATTENDANCE RECORDS

As of March 31, 2015

Parks & Leisure Services Commissioner's Record of Attendance

	2014 July **	2014 Aug 7	2014 Sept 4	2014 Oct 2	2014 Nov 6	2014 Dec 4	2015 Jan 8	2015 Feb 5	2015 Mar 5	2015 Apr 2	2015 May 7	2015 June 4	
Rocco Calantone		P	P	P	P	P	P	P	P				FT Exp 10/15
Monte Moore		P	P	P	P	P	P	P	E				FT Exp 10/13
Leticia Lupio		P	E	P	P	P	P	P	P				FT Exp 10/13
Rick Vafeades		P	P	P	P	P	P	P	P				FT Exp 10/13
Richard Rankin		P	A	P	P	P	E	P	E				PUSD Rep.
Carroll Land		P	P	A	P	P	P	P	P				FT Exp 10/15
Shannon Bennett		P	P	E	A	P	P	P	P				FT Exp 10/13
Eric Mendoza		P	P	<i>Resigned</i>									
Derric Salazar	<i>Appointed 2/15</i>							P	P	<i>Resigned</i>			
Totals	N/A	8	6	5	6	7	6	8	6				

**No meeting held.

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

Parks & Leisure Services Commissioner's Record of Attendance

	2013 July 3	2013 Aug 1	2013 Sept 5	2013 Oct 3	2013 Nov 7	2013 Dec 5	2014 Jan 2	2014 Feb 6	2014 Mar 6	2014 Apr 1	2014 May 5	2014 June **	
Rocco Calantone	P	P	P	P	P	P	P	E	P	E	P		FT Exp 10/15
Monte Moore	E	P	P	P	P	P	P	P	P	P	P		FT Exp 10/13
Leticia Lupio	P	P	P	P	P	P	P	P	P	P	P		FT Exp 10/13
Rick Vafeades	P	E	P	P	P	P	P	P	P	E	P		FT Exp 10/13
Richard Rankin	P	P	P	P	P	P	P	P	P	P	E		PUSD Rep.
Carroll Land	P	P	P	P	P	P	E	T	T	T	T		FT Exp 10/15
Shannon Bennett	P	P	E	A	P	P	P	P	P	P	P		FT Exp 10/13
Eric Mendoza	P	P	E	P	E	P	E	P	P	A	E		
Totals	7	7	6	7	7	8	6	7	8	5	6	N/A	

** No meeting held.

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

LIBRARY & LITERACY COMMISSION - Attendance Record

As of: March 31, 2015

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

 = Summer Hiatus

	2015 Jan 13	2015 Feb 10	2015 Mar 10	2015 Apr 8	2015 May 12	2015 June	2015 July	2015 Aug 11	2015 Sept 8	2015 Oct 13	
Catherine May	P	P	P								Re-appt. 10/10
Allan Bailey	P	P	P								Appt. 9/11
Esther Figueroa	P	P	P								Appt. 4/12
Tamara Bishop	P	P	P								Appt. 11/12
Edith La Vonne	P	P	P								Appt. 11/12
Jennifer Biagio	A	E	P								Appt. 10/13
Patience Christenson	E	E	P								Appt. 11/14

	2014 Mar 19	2014 April 8	2014 May 13	2014 June	2014 July	2014 Aug 12	2014 Sept 9	2014 Oct 14	2014 Nov 13	2014 Dec 9	
Catherine May	P	P	P			P	P	P	P	P	Re-appt. 10/10
Allan Bailey	E	P	P			P	P	P	P	P	Appt. 9/11
Esther Figueroa	P	P	P			P	P	P	P	P	Appt. 4/12
Tamara Bishop	E	P	P			P	P	P	P	P	Appt. 11/12
Carol Wilkins	E	P	P			<i>Resigned</i>					Appt. 11/12
Edith La Vonne	P	P	P			P	P	P	P	P	Appt. 11/12
Jennifer Biagio	P	P	P			P	E	E	E	P	Appt. 10/13
Patience Christenson	<i>Appointed 11/14</i>									T	Appt. 11/14

	2013 June	2013 July	2013 Aug 13	2013 Sept 10	2013 Oct 8	2013 Nov 12	2013 Dec 10	2014 Jan 14	2014 Feb 11	2014 Mar 11	
Catherine May			P	P	P	P	A	T	E	P	Re-appt. 10/10
Rebecca Ybarra			T	P	A	<i>Term Expired</i>					Appt. 10/10
Allan Bailey			P	P	P	P	T	P	P	P	Appt. 9/11
Esther Figueroa			P	P	P	P	P	P	P	P	Appt. 4/12
Tamara Bishop			P	P	P	P	P	P	P	P	Appt. 11/12
Carol Wilkins			E	P	P	P	P	P	P	P	Appt. 11/12
Edith La Vonne			P	P	P	P	T	P	P	P	Appt. 11/12
Jennifer Biagio			<i>Appt. 10/13</i>			E	P	P	P	P	Appt. 10/13

**Arts Commission
Attendance Records**

As of: March 31, 2015

	2014 23-Jul	2014* 24-Sep	2014 22-Oct	2014 26-Nov	2014 Dec*	2015 Jan*	2015 Feb	2015 Mar	
Deana Worthington	P	P	P	P			P	P	
Vacant									
Vacant									
Joan Givan	P	P	P	P			P	P	
Judith Halloway	P	A	A	A			P	P	
Mel Gosage	P	A	A	A			P	P	
Brenda Carrasco	P	<i>Resigned 8/2014</i>							

* No meeting due to lack of quorum.

	2013 18-Dec	2014 22-Jan	2014 26-Feb	2014 26-Mar	2014* 23-Apr	2014* 28-May	2014* 25-Jun		
Deana Worthington	P	P	P	P	P		A		
Monte Reyes	P	P	P	P	P		P		
Alex Schooler	A	<i>Resigned 1/2014</i>							
Joan Givan	P	P	E	P	E		P		
Judith Halloway	A	P	P	A	E		A		
Mel Gosage	P	A	P	P	P		E		
Brenda Carrasco	P	P	P	P	E		P		

*Notes:

1. No quorum for meetings of April 23 and June 25;
2. Meeting of May 28 cancelled.

	2013 17-Apr	2013 15-May	2013 19-Jun	2013 17-Jul	2013 25-Sep	2013 23-Oct*	2013 13-Nov		
Deana Worthington	P	A	P	P	P		A		
Rebecca Ybarra	P	P	P	A	<i>Term Expired</i>				
Monte Reyes	P	P	P	A	P		P		
Alex Schooler	P	P	P	P	A		A		
Joan Givan	P	P	P	P	P		P		
Roger Merryman	A	P	P	P	<i>Term Expired</i>				
Sandra Romero	P	A	P	P	<i>Term Expired</i>				
Judith Halloway	<i>Appointed 9/2013</i>				P		P		
Mel Gosage	<i>Appointed 9/2013</i>				P		P		
Brenda Carrasco	<i>Appointed 9/2013</i>				P		P		

*Meeting cancelled.

	2012 17-Oct	2012 29-Oct*	2012 7-Nov	2012 14-Nov	2013 16-Jan	2013 20-Feb		2013 20-Mar	
Deana Worthington	P	A	P	P	A	P		P	
Rebecca Ybarra	P	P	P	P	P	P		P	
Monte Reyes	P	P	P	A	P	P		P	
Alex Schooler	A	P	P	A	A	P		P	
Joan Givan	P	P	P	P	P	P		P	
Roger Merryman	P	P	P	P	A	P		P	
Sandra Romero	P	A	P	P	P	A		A	

**Joint Meeting with Library & Literacy Commission*

**Animal Control Commission
Attendance Records**

As of: March 31, 2015

	2014 6-Oct	2014 14-Oct	2014 20-Oct	2014 3-Nov	2014 17-Nov	2014 1-Dec	2014 15-Dec	Notes:
Kathy Guinn	P	P	P	P	E	P	P	
Maureen Hamilton	P	P	P	P	P	P	P	
Margaret Land	P	P	P	P	P	P	P	
Anna Poteet	P	P	E	P	P	A	Res.	<i>Resigned 12/15/14.</i>
Shawn Schwartzenberger	P	P	P	P	P	P	P	

	2015 5-Jan	2015 19-Jan	2015 2-Feb	2015 2-Mar	2015	2015	2015	Notes:
Kathy Guinn	P	P	P	P				
Maureen Hamilton	P	P	E	P				
Margaret Land	P	P	P	E				
Shawn Schwartzenberger	P	P	P	P				
Debbie Arthur	P	P	P	P				

**CDBG Citizens' Advisory and Housing Opportunity Committee
Attendance Report as of March 31, 2015**

Committee Member	Reg. Mtg 4/27/2015	Reg. Mtg	Reg. Mtg	Reg. Mtg	Reg. Mtg
Pat Contreras					
Linda Mendez					
Grace Munoz-Rios					
Doug Heusdens					
Rebecca Vigil					
Kelle Jo Lowe					
Maria Gonzalez					

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

This Committee meets on an annual basis in March.

Transactions and Use Tax Oversight Committee Attendance Records

As of: March 31, 2015

	2014 7-Aug	2014 22-Oct	2014 12-Nov	2015 14-Jan	2015 11-Feb			
Khris Saleh	A	P	P	P	P			Re-apptd thru 05/2016
John Simonich	P	P	A	A	P			Apptd. 01/2011 thru 05/2014.
Raheel Mann	P	P	A	A	P			Apptd 2014
Gail Lemmen	P	P	P	P	P			Re-apptd thru 05/2016.
Margaret Stinson	P	P	P	P	P			Apptd 05/2012.
Janet Meister	P	A	P	A	P			Apptd 08/2012.
Bill Nebeker	A	A	Resigned effective 10/30/14					Apptd. 02/12; Resigned 10/14.
Kathleen "Kat" Harris	P	P	P	P	A			Apptd. 06/13.
Russell "Buck" Fletcher	P	P	P	P	P			Apptd. 08/13.
Salvador Estrada, Jr.	A	P	P	P	P			Apptd. 07/14.

** No meeting held due to lack of quorum.

	2013** 23-May	2013** 30-May	2013 13-Jun	2013 8-Aug	2013 7-Nov	2014 13-Mar	2014 1-May	
Gary Mekeel	-	-	A	A	<i>Resigned effective 8/13/13</i>			
Khris Saleh	-	-	A	P	P	A	P	Apptd 04/2010 thru 05/2012
Charles Webber	-	-	P	<i>Resigned effective 6/30/13</i>				
John Simonich	-	-	A	P	P	P	P	Apptd. 01/2011 thru 05/2014.
Michael MacDonald	-	-	P	P	P	P	P	Apptd 01/2011 thru 05/2014.
Gail Lemmen	-	-	P	P	P	P	A	Apptd 09/2010 thru 05/2012.
John Dennis	-	-	P	P	P	P		Resigned 3/2014.
Margaret Stinson	-	-	P	A	P	P	A	Apptd 05/2012.
Janet Meister	-	-	P	P	P	P	P	Apptd 08/2012.
Bill Nebeker	-	-	A	P	P	P	A	Apptd. 02/12.
Kathleen "Kat" Harris	Appt. 6/30/13			P	P	P	A	
Russell "Buck" Fletcher	Appt. 8/2013				P	P	P	

** No meeting held due to lack of quorum.

[illegible]



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Building Permit Activity - Fiscal Year 2014/2015 3rd Quarter Report (January, February and March, 2015)

SOURCE: Public Works

COMMENT: The Building Permit Activity Report (BPAR) presented herein to the City Council covers the months of January, February, and March 2015. The two main categories include new residential permits issued and new commercial permits issued.

3rd Quarter of FY 2014/2015 compared to 3rd Quarter of FY 2013/2014

New residential permits issued during the 1st quarter of 2015 (13) are up 117% from the 1st quarter of 2014 (6). No commercial permits were issued during the 1st quarter of 2015 as compared to two (2) during the 1st quarter in 2014.

Year to Date (July 2014 to March 2015)

New residential permits issued this fiscal year thus far (32) are up 28% as compared to the same period last fiscal year (25). New commercial permits issued this fiscal year thus far (3) are down 25% as compared to same period last fiscal year (4).

RECOMMENDATION: Informational Report

ATTACHMENTS:

1. January 2015 Building Permit Activity Report
2. February 2015 Building Activity Report
3. March 2015 Building Permit Activity Report

Appropriated/Funded: N/A

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2013 - 1/31/2014 AND
7/1/2014 - 1/31/2015

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	JANUARY 2015	JANUARY 2014	THIS YEAR TO DATE	LAST YEAR TO DATE	JANUARY 2015	JANUARY 2014	THIS YEAR TO DATE	LAST YEAR TO DATE	JANUARY 2015	JANUARY 2014	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	2	3	21	22	548,652	569,367	12,532,008	4,146,954	5,170	6,212	96,608	45,595
NEW COMM	0	0	3	2	0	0	7,975,000	1,580,000	0	0	13,894	10,891
RESID IMPROV	8	15	65	78	153,400	63,100	925,855	968,507	5,389	4,782	29,413	30,533
COMM IMPROV	7	3	49	25	256,600	49,000	6,996,030	3,971,167	3,411	2,669	47,739	28,117
OTHER	26	16	164	134	222,439	165,059	2,036,724	1,224,520	5,339	2,976	32,992	25,843
ELECT	33	9	250	98	496,001	120,479	3,684,809	1,694,723	6,226	1,654	47,293	17,262
PLUMB	37	36	256	273	0	0	4,000	18,028	4,619	4,416	34,098	34,738
TOTALS	113	82	808	632	1,677,092	967,005	34,154,426	13,603,899	30,155	22,709	302,037	192,979

	NEW DWELLING UNITS TOTALS			
	JANUARY 2015	JANUARY 2014	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	2	3	20	22
MULTI FAMILY	0	0	80	0
TOTAL	2	3	100	22

CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2013 - 2/28/2014 AND
7/1/2014 - 2/28/2015

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	FEBRUARY 2015	FEBRUARY 2014	THIS YEAR TO DATE	LAST YEAR TO DATE	FEBRUARY 2015	FEBRUARY 2014	THIS YEAR TO DATE	LAST YEAR TO DATE	FEBRUARY 2015	FEBRUARY 2014	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	3	1	24	23	581,492	144,500	13,113,500	4,291,454	5,727	1,914	102,335	47,509
NEW COMM	0	2	3	4	0	1,620,000	7,975,000	3,200,000	0	4,615	13,894	15,506
RESID IMPROV	6	6	71	84	51,295	215,628	977,150	1,184,135	1,596	3,926	31,009	34,459
COMM IMPROV	7	1	56	26	179,350	8,000	7,175,380	3,979,167	3,438	478	51,176	28,595
OTHER	20	10	184	144	192,155	76,138	2,228,879	1,300,658	3,636	2,117	36,628	27,960
ELECT	25	13	275	111	232,955	213,963	3,917,764	1,908,686	4,223	2,684	51,516	19,946
PLUMB	27	24	283	297	0	0	4,000	18,028	2,716	2,875	36,814	37,613
TOTALS	88	57	896	689	1,237,247	2,278,229	35,391,673	15,882,128	21,336	18,610	323,372	211,589

	NEW DWELLING UNITS TOTALS			
	FEBRUARY 2015	FEBRUARY 2014	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	2	1	22	23
MULTI FAMILY	0	0	80	0
TOTAL	2	1	102	23

CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2013 - 3/31/2014 AND
7/1/2014 - 3/31/2015

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	MARCH 2015	MARCH 2014	THIS YEAR TO DATE	LAST YEAR TO DATE	MARCH 2015	MARCH 2014	THIS YEAR TO DATE	LAST YEAR TO DATE	MARCH 2015	MARCH 2014	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	8	2	32	25	1,608,335	376,969	14,721,835	4,668,423	17,379	5,144	119,714	52,654
NEW COMM	0	0	3	4	0	0	7,975,000	3,200,000	0	0	13,894	15,506
RESID IMPROV	13	4	84	88	520,570	57,899	1,497,720	1,242,034	6,626	1,196	37,635	35,655
COMM IMPROV	9	7	65	33	183,050	6,127,500	7,358,430	10,106,667	4,088	16,522	55,265	45,117
OTHER	37	17	221	161	359,810	99,825	2,588,689	1,400,483	7,669	3,216	44,297	31,176
ELECT	33	17	308	128	538,155	291,432	4,455,919	2,200,118	6,319	3,302	57,835	23,248
PLUMB	38	41	321	338	0	0	4,000	18,028	4,501	5,722	41,315	43,335
TOTALS	138	88	1,034	777	3,209,920	6,953,625	38,601,593	22,835,753	46,582	35,102	369,955	246,691

	NEW DWELLING UNITS TOTALS			
	MARCH 2015	MARCH 2014	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	8	2	30	25
MULTI FAMILY	0	0	80	0
TOTAL	8	2	110	25

CHIEF BUILDING OFFICIAL



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Code Enforcement 3rd Quarter Report

SOURCE: Fire

COMMENT: This informational report utilizes data from the “myPorterville” application for tracking code enforcement activity between January 1 and March 31, 2015. During this quarter, City departments recorded one hundred thirty-two (132) code enforcement issues. Eighty (80) were corrected through voluntary compliance and no administrative citations were issued. The main focus this quarter was commercial signage on public ways. A total of seventeen (17) sign violations were noted and all have been corrected. For this quarter the overall completion rate achieved by all departments was 61%.

RECOMMENDATION: For Information Only

ATTACHMENTS: 1. Code Enforcement Q3 Stats

Appropriated/Funded: N/A

Review By:

Department Director:

Glenn Irish, Fire Chief

Final Approver: John Lollis, City Manager

Code Enforcement Category	# Requests	# Completed	% Closed	Q3 Administrative Citations	\$100	\$200	\$500	\$1,000	\$1,500
Water Waste	19	5	38%	None to report	0	0	0	0	0
CEO, Commercial Sign	17	17	100%						
Animals- keeping too many or unauthorized species	9	8	88.89%	YTD Administrative Citations					
Neglected property/trash & debris	9	0	0%	Q 1	4	0	0	0	17
Health Hazard	7	2	28.57%	Q 2	2	0	0	0	0
Sidewalk Condition	7	3	42.86%	Q 3	0	0	0	0	0
Animals- barking dogs	7	7	100%						
Yard Sales, Frequent	7	7	100%	Subtotal Assesment	\$600	0	0	0	\$25,000
Community Development, General or MULTIPLE violations	6	3	50%						
CEO, Business License	4	4	100%						
Animal Control Services	4	3	75%	YTD FY 14-15 Total Assesment	\$26,100				
Signs- other	4	2	50%						
Weed Abatement	3	1	33.33%						
Animals- roosters	3	3	100%						
Code Enforcement, General	3	3	100%						
Vehicles- inoperable vehicles	3	0	0%						
Vehicles- RVs/boats/etc	3	0	0%						
Noise Complaint	2	2	100%						
Garbage Collection/ Illegal Dumping	2	2	100%						
Graffiti	2	2	100%						
CEO, Improper Vehicle Storage	2	0	0%						
Complaint Regarding City Employee	2	1	50%						
Yard Sale Signage	2	2	100%						
Abandoned Vehicle (Street)	2	1	50%						
Fire Hazard	1	1	100%						
Signs- illegal/prohibited	1	0	0%						
Parking Issue	1	1	100%						
Q3 Total	132	80	61%						
YTD Total	449	316	70%						



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Report on Charitable Car Washes

SOURCE: Finance

COMMENT In accordance with City Council direction, staff is providing an updated report on charitable car wash permits issued during the year. Article VI, Section 15-130 of the City Code allows up to four car washes at any commercial property per calendar year and up to four car washes by a charitable organization in a calendar year. For the period January 1 to March 31, 2015, the following car washes occurred within the City.

<u>Event Date</u>	<u>Name of Organization</u>	<u>Location of Car Wash</u>
February 2, 2015	Porterville Gleaning Seniors, Inc.	Porterville Gleaning Seniors, Inc. - 680 S. Main St.
March 8, 2015	Harmony Magnet Academy Key Club	Roscoe Melton's Discount Tires – 921 W. Olive Ave.

RECOMMENDATION: Information only

ATTACHMENTS:

Appropriated/Funded: N/A

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Quarterly Porterville Golf Course Report

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report for informational purposes on participation numbers at the Porterville Golf Course. The report reflects the Third Quarter FY 2014/15.

RECOMMENDATION: Information only

ATTACHMENTS: 1. Golf Course 3rd Quarter Report

Appropriated/Funded: MB

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

	Adult Weekday 9	Adult Weekday 18	Repeat Nine	Junior Weekdays	Junior Weekends	Mo/Ann. Tickets	Annual Passes	Tickets/ Passes Sold	Lockers Rentals	18 hole cart	9 hole cart	9 hole cart repeat	Total			Golfers		Carts
Jan. 2014																		
Total	288	65	500	4	11	829	3	41	\$0.00	38	151	166	\$ 17,405.00			1922		533
Feb. 2014																		
Total	299	66	469	3	13	726	0	60	\$220.00	40	132	143	\$ 15,968.00			1778		464
Mar. 2014																		
Total	317	79	590	12	19	846	0	59	\$0.00	55	178	227	\$ 18,682.00			2120		707
Jan. 2015																		
Total	199	52	280	1	6	619	0	14	5	48	134	134	\$10,682.00	#	#	1353	0	450
Feb. 2015																		
Total	294	51	453	1	13	683	0	49	0	51	146	167	\$ 15,142.00	#	#	1706	0	531
Mar. 2015																		
Total	369	83	675	52	12	890	0	56	0	69	212	262	\$ 20,497.69	#	#	2351	0	793

PORTERVILLE GOLF COURSE STATISTICS

	Jan-14	Jan-15	Feb-14	Feb-15	Mar-14	Mar-15
9-hole	296	229	299	279	311	362
18-hole	68	71	66	66	85	90
Repeat 9	550	438	469	453	590	699
Monthly tickets	56	56	59	50	59	56
9 hole cart	157	172	132	146	178	212
18 hole cart	40	67	40	51	55	69
Repeat cart	182	185	146	167	237	256
Golfers	2003	1825	1778	1706	2120	2351
Total	\$18,920.00	\$17,282.00	\$15,995.00	\$14,940.00	\$18,682.00	\$19,888.00

FOOTGOLF

	Jan-15	Feb-15	Mar-15
18-hole adult	19	12	39
18-hole youth	20	12	12
Cart rental	0	2	8
Ball rental	0	0	3
Party	0	0	0
Total	\$290.00	\$202.00	\$571.00

GRAND TOTAL	\$17,572.00	\$15,142.00	\$20,459.00
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Apr. 2014							
1	8		26			31	26
2	7		10			31	7
3	6		24			33	3
4	16	5	23			39	4
5	12	7	29		3	32	1
6	35	5	40	7		27	6
7							
8	7	3	28			47	3
9	8		26			28	1
10	12		17			32	
11	18	4	18			41	1
12	9	7	22		5	34	1
13	23	5	31			17	
14							
15	6	2	15			43	
16	15		20	1		34	1
17	25		26	1		33	
18	27		31		5	48	
19	33		27		3	36	
20	31		11		2	18	
21							
22	6		18			38	
23	10		25			35	
24	14		19			35	
25	5	2	13			18	
26	15	2	82			22	
27	28	5	25		8	18	
28							
29	3		16			42	
30	9	2	19	50		26	5
	388	49	641	59	26	838	0 59
Finance							

		6	8	#####			71	
	1	5	3	\$ 725.00			51	
	2	4	6	\$ 582.00			70	
	3	6	5	\$ 878.00			89	
	11	6	15	\$ 975.00			120	
	2	22	21	#####			120	
	2	5	7	\$ 666.00			94	
		9	14	\$ 541.00			64	
	1	4	3	\$ 369.00			66	
	2	10	9	\$ 720.00			89	
	10	9	17	\$ 950.00			101	
	2	8	18	\$ 824.00			82	
	1	4	7	\$ 356.00			73	
		10	6	\$ 546.00			72	
		12	10	\$ 704.00			90	
	2	15	10	\$ 933.00			114	
	11	11	11	#####			137	
	5	10	6	\$ 756.00			69	

		5	5	\$ 307.00			69	
		5	9	\$ 417.00			71	
		7	7	\$ 453.00			75	
	1		5	\$ 243.00			41	
	5	5	30	#####			135	
	2	12	11	\$ 899.00			89	
		4		\$ 208.00			67	
	1	3	5	\$ 962.00			109	
0	64	197	248	20052	0	0	2228	0

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CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Street Performance Measure - 3rd Quarter Report

SOURCE: Public Works

COMMENT: The purpose of this staff report is to provide Council with an update on the progress made on street reconstruction, overlay, micro-surfacing and pothole repair efforts for the 3rd quarter (1/01/2015 through 3/31/2015) of FY 2014/2015.

For Council's information, the light blue bar represents staff's estimated quantity of "work" for each category. The black overlaid bar represents the quantity of work accomplished to date.

This time of year there is typically minor activity in the reconstruction, micro-surfacing or overlay categories. However, the major reconstruction project, W. North Grand Avenue Reconstruction Project, began during the month of February and is progressing on schedule.

RECOMMENDATION: Informational Report

ATTACHMENTS:

1. 2014-2015 Level of Service Progress Report 3rd Quarter Report
2. 2014-2015 Level of Service Progress Report 2nd Quarter Report

Appropriated/Funded: N/A

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

3rd QUARTER REPORT January 1, 2015 - March 31, 2015

2nd QUARTER REPORT October 1, 2014 - December 31, 2014



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Lease of 298 North Main Street

SOURCE: Community Development

COMMENT: On July 15, 2014, City Council authorized the purchase of the property located at 298 North Main Street. The property, also known as Centennial Plaza, consists of 12,694 rentable square feet with eight leasable suites. The facility consists of two floors with suites one through four on the first floor and suites five through eight on the second floor.

City Council authorized the five-year lease of suites one and four to Sierra View Medical Center for \$5,967 per month for the purpose of locating a physical therapy office in the space on April 21, 2015, during closed session proceedings. The total rentable square feet for both suites is 4,359 square feet. Sierra View Medical Center entered into the contract on April 28, 2015.

RECOMMENDATION: Informational Item

ATTACHMENTS: 1. Centennial Plaza Sierra View Lease Agreement

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

AGREEMENT FOR LEASE OF PREMISES

THIS AGREEMENT is entered into as of this _____ day of _____, 2015 by and between the CITY OF PORTERVILLE, hereinafter referred to as "Lessor", and Sierra View Medical Center, hereinafter referred to as "Lessee", with respect to the following:

WHEREAS, Lessor owns the real property located at 298 North Main Street in the City of Porterville, County of Tulare, California and more particularly described in Exhibit A, attached hereto, and of which the premises is a part; and

WHEREAS, Lessee desires to lease the premises (hereinafter "Premises"), more particularly described in Exhibit B for a physical therapy office/services; and

WHEREAS, Lessor is willing to enter into a lease with Lessee under the terms and conditions set forth below.

ACCORDINGLY, IT IS AGREED:

PART 1.

LEASE, TERM, OPTION TO EXTEND, HOLDOVER, ASSIGNMENT, SUBLETTING

1.1 Lease.

Lessee will lease the Premises located at 298 North Main Street, in the City of Porterville, County of Tulare, California, as shown in Exhibit B, from Lessor on the terms and conditions set forth below.

1.2 Lessee's Possession Date and Term.

Lessee will be entitled to exclusive possession of the Premises on the date to be mutually agreed upon by Lessee and Lessor. The term hereof shall commence on May 1, 2015, and expire on April 30, 2020 (note – 5 year term). Lessee has the option to renew the Lease for an additional five year period, provided that Lessee has provided written notice to Lessor of its intention to renew at least 90 days in advance of the expiration of the term, and the parties can agree to the amount of rent to be paid, based on fair market rental value. In the event the parties cannot agree to the amount of rent to be paid, the parties agree to informal resolution via mediation with a mutually agreed-upon mediator. Notwithstanding the stated term of the lease, either party may terminate this Lease without cause with 180 days prior written notice. Notwithstanding the 180 day period, in accordance with Porterville City Charter Section 68, Lessor may terminate this Lease with 90 days prior written notice provided it pays Lessee for improvements as required by that Section.

1.3 Lessee's Right of First Refusal.

Lessee is provided with a right of first refusal to purchase the Premises, as shown in Exhibit B, subject to appraisal and evaluation, for the same price and same terms and conditions to be offered to any other potential buyer. Lessee is provided the right of first refusal upon satisfactory completion of the first year lease. Upon termination of the lease, by either the Lessee or Lessor, the right of first refusal will expire and no longer be in effect. The parties acknowledge that the premises is configured as a condominium and may be sold separate and apart from the Building.

1.4 Holdover without Consent.

If Lessee holds over beyond the expiration of the initial term of this Lease without the written consent of Lessor, the holding over will be deemed a month-to-month tenancy including the annual percentage rent increase, until the tenancy is terminated in a manner provided by law.

1.6 Assignment and Subletting.

Lessee shall not assign this lease or sublet any portion of the Premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

2. RENT

2.1 Amount.

Lessee will pay the following rent to Lessor for the exclusive use and occupancy of the Premises.

2.1.1 Monthly Rent.

On the first day of each month, the sum of **\$5,967** will be due, per month, in advance. This rent amount reflects a deduction of \$143.00 for additional maintenance responsibilities performed by Lessee, as discussed in Section 4.1, below. Payments not made by the fifth day of the month for which the rent is owed shall be subject to a \$50.00 late fee.

2.1.2 Annual Adjustment.

Commencing on the second Lease Year and for all subsequent Lease Years during the Term the then-current Rent shall be adjusted annually by the product of (i) the Rent last paid by Tenant pursuant to the terms of this Lease which is applicable to the first Lease Year, and (ii) a "**CPI Adjustment**," which shall be a fraction, the numerator of which is the "**Adjustment Month CPI**," as that term is defined below, and the denominator of which is either (a) for the first such adjustment during the Term, the "**Base Month CPI**," as that term is defined below, or (b) for all subsequent adjustments, the Adjustment Month CPI used as the numerator for the previous adjustment. For purposes of this Lease, the "**Base Month CPI**" shall mean the "**CPI**," as that term is defined below, for the calendar month which is three (3) months prior to the Commencement Date; the "**Adjustment Month CPI**" shall mean the CPI for the same month as the Base Month CPI prior to the first (and each succeeding) anniversary of the Commencement Date. For purposes of this Lease, "**CPI**" shall be deemed to mean The United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), San Francisco-Oakland-San Jose, CA Average, Subgroup "All Items" (1982-1984 = 100). If at any time there shall not exist the CPI in the format recited herein, Landlord shall substitute any official index published by the Bureau of Labor Statistics or successor or similar governmental agency as may then be in existence and shall, in both parties' opinion, be most nearly equivalent thereto.

2.1.3 Place of Payment.

Lessee will pay all rent at the City of Porterville Finance Department, located at 291 North Main Street, Porterville, California 93257.

3. USE OF PREMISES.

3.1 Allowed Uses.

Lessee and Lessee's subtenants will use the Premises only for the provision of physical therapy services and uses incident for that purpose, unless Lessee first obtains Lessor's written consent for other uses. Lessee will use the Premises in compliance with all laws, ordinances, and other governmental regulations now in force or which may hereafter be in force relating thereto, including, but not limited to all building, safety and public health requirements and regulations. Lessor represents that the Building and Premises are in compliance with applicable laws, and to the extent the Building and Premises are not in compliance at the time of execution of this Lease, Lessor will be responsible for improvements necessary to comply.

3.2 Prohibited Uses.

Lessee will not commit or permit the commission of any acts on the Premises that:

1. Increase Lessor's existing rates for, or causes the cancellation of, any fire, casualty, liability, or other policy of Lessor insuring the Premises or its contents; or
2. Violate or conflict with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereafter enacted, applicable to the Premises; or
3. Constitute waste on the Premises, or the maintenance of a nuisance as defined by the laws of California.

3.3 Common Areas of Building.

Lessor shall make available at all times during the term of this lease in any portion of the Building that the Lessor from time to time designates or relocates, common areas, as Lessor shall from time to time deem appropriate. Lessee shall have the nonexclusive right during the term of this lease to use the common areas for itself, its employees, agents, customers, clients, invitees, and licensees. The common areas, as currently designated, are depicted in Exhibit C.

The term "common areas" means the portions of the Building that, at the time in question, have been designated and improved for common use by or for the benefit of more than one lessee of the Building, including the landscaped areas; exterior walks, roofs, stairways, elevators, escalators and/or ramps; interior corridors, elevators, stairs, and balconies; directory equipment; the main entry lobby; restrooms; and drinking fountains. Lessor reserves the right to redesignate a common area for a noncommon use or to designate as a common area a portion of the Building not previously designated a common area, provided that the redesignation does not unreasonably interfere with or disrupt the Lessee's operations, or apply to any portion of Exhibit B.

All common areas shall be subject to the exclusive control and management of Lessor or any other persons or nominees that Lessor may have delegated or assigned to exercise management or control, in whole or in part, in Lessor's place and stead. Lessor shall have the right to close, if necessary, all or any portion of the common areas as is deemed necessary by Lessor to effect necessary repairs, maintenance, or construction, or to maintain the safety of lessees or the general public. Lessor will maintain the common areas in a clean, orderly, and sanitary manner. Lessor is responsible for all repairs of the common areas, except those required by the negligence of Lessee.

4. MAINTENANCE, REPAIR AND UPKEEP.

4.1 Lessee's Responsibilities.

Lessee accepts the Premises, as well as the Improvements located thereon, in their present condition. Lessee will be responsible for all maintenance, repair, *replacement* and upkeep of the Premises including all building interiors, all interior structures and attached equipment and fixtures, including fire extinguishers, whether furnished or constructed by Lessor or by Lessee, and all pest control. Lessee will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises during the term of the lease, at no cost to Lessor, including codes requiring fire extinguishers or other fire suppression equipment. If Lessee is required by any code or regulation to construct any alteration as a result of Lessee's, or any subtenant's particular and specific use of the Premises, or if Lessee is required to repair any deterioration or damage to the Premises caused by Lessee's clients, invitees, or subtenants, or by Lessee's lack of ordinary care, Lessee will either directly pay, or will reimburse Lessor for, the reasonable cost thereof. Lessee may remove additional fixtures and equipment it installs over the life of the Lease, with prior notice to and consent by the Lessor, which will not unreasonably be withheld, so long as Lessee repairs/restores the premises to its original condition. Any additional fixtures or equipment installed during the Lease term and not removed pursuant to this section

will become the property of the Lessor at the end of the Lease.

Lessee will be responsible *for* providing all custodial service and supplies for the Premises. Additionally, Lessee shall be responsible for maintenance services, not exceeding \$500 per service, performed in areas not a part of the Premises but as shown described in Exhibit D. On the expiration or termination of this Lease, Lessee will deliver the Premises to Lessor in as good condition and repair as existed upon possession of Premises, reasonable wear and tear and damage by the elements excepted.

Lessee understands that the leased Premises include an existing therapy pool. Lessee accepts the pool "as-is" and understands that Lessor makes no representations or warranties whatsoever as to its condition or operable status. Lessee agrees that it will be responsible for ALL maintenance and repairs to the pool and the operations of the pool (operation and use of which will be at Lessee's sole discretion). Notwithstanding the Indemnity provisions set forth in Section 9 below, to the fullest extent permitted by law, Lessee (and its representatives, agents, and assigns) agrees to release, hold harmless and indemnify Lessor (and its representatives, agents, and assigns) from and against any liability, claims, actions, costs, damages, losses and expenses (including, without limitation, reasonable attorney's fees and expenses) for injury, including death, to any person, damage to any property, or enforcement actions or claims under any applicable statute or ordinance, related to the presence, use or operation of the pool, or Lessee's acts or omissions with respect to the pool. Lessee shall have the option to purchase the pool, at its then depreciated value, at any time during or at the conclusion of the Lease term.

4.2 Lessor's Responsibilities

Lessor shall be responsible for the cleaning and maintenance of the Common Areas, excluding any common areas or portion thereof described in Exhibit D.

5. UTILITIES AND TAXES.

5.1 Lessee's Responsibilities.

Lessee shall be responsible for and will pay for all utilities and services furnished to the Premises, including gas, electricity, telephone, water, trash collection, and all related connection charges.

5.2 Property/Possessory Interest Taxes. All property and/or possessory interest taxes and assessments against the Premises, by any governmental entity shall be the responsibility of Lessee and shall be paid by the Lessee before they become delinquent.

6. LESSEE'S ALTERATIONS.

6.1 Alterations Permitted.

Lessee may make such alterations, additions or improvements to the interior of the building on the Premises as Lessee deems necessary in order to conduct Lessee's business on the Premises, including the addition, rerouting or expansion of electrical circuits, telephone and data lines. Lessee may install such signs, awnings, canopies, marquees or other advertising of Lessee's or any subtenant's services on any exterior wall, door or window on the building, provided that such changes must not weaken or cause structural damage to the building or reduce the value of the Premises or result in a lien upon the Premises. All signs, awnings, canopies, or marquees displayed on any exterior wall, door or window on the building shall comply with City Codes. Lessor will be notified in writing before any alterations, additions or improvements are undertaken by Lessee. All such alterations, additions or improvements will be at Lessee's sole expense.

6.2 Permits.

Lessee will obtain all governmental permits required for such changes, and such changes must comply with all applicable laws and regulations. Lessor as permitting authority for the City of Porterville agrees to treat Lessee the same as it would any other landlord or tenant seeking a permit for alterations, additions, improvements, signs, awnings, canopies, or marquees involving property not owned by the

City of Porterville.

6.3 Lessor's Inspection.

Lessor may, at Lessor's own expense, inspect any of Lessee's work carried out under the terms of this paragraph 6, and may consult with any contractor, subcontractor or architect, as to any aspect of such work.

6.4 Ownership and Removal.

All alterations, additions, improvements, signs, awnings, canopies, marquees or other advertising provided by Lessee or and subtenant and not removed by Lessee within 30 days of the expiration or other termination of the lease will become the property of Lessor, unless Lessor instructs Lessee in writing to remove the same at Lessee's sole expense. Lessee will promptly repair any damage to the Premises caused by any such removal, at no cost to Lessor.

7. INSURANCE.

7.1 Lessee's Insurance

Lessee, at its own expense, shall procure and maintain, throughout the term of this Lease, public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

- \$1,000,000 for personal injury or each person
- \$1,000,000 for personal injury or death of two or more persons in each accident or event.

The policy must contain, or be endorsed to contain the following:

City of Porterville

The City of Porterville, its officers, employees, agents and subtenants must be covered as additional insured as respects liability arising out of activities performed by or on behalf of Lessee; and premises owned, occupied or used by Lessee. The coverage must contain no special limitations on the scope of protection afforded to Lessor, its officers, employees, or agents.

Lessee shall also procure and maintain, at its expense, throughout the term of this Lease, insurance against loss and damage to any structures constituting any part of the demised Premises, by fire or other casualty, with extended insurance.

Lessee will provide Lessor with a certificate or certificates of coverage showing the policy or policies are issued by insurers admitted to conduct business in the State of California.

The policy must not be suspended, voided, canceled, or reduced in coverage or in limits, except after 30 days prior written notice has been given to Lessor.

7.2 Proof of Insurance

Throughout Lessee's occupancy of the Premises, Lessee will provide Lessor with a certificate or certificates acceptable to Lessor showing compliance with the provisions required above, and on written request of Lessor, will provide Lessor with a true and complete copy of any policy or policies required above.

8. DESTRUCTION OF PREMISES

8.1 Repair.

If the Premises are damaged or destroyed from any cause due to no fault and beyond the control of Lessee during the initial term, with the exception that follows, Lessor will proceed with due diligence to repair or reconstruct the Premises to a condition substantially equivalent to their condition immediately before

the damage or destruction. If such damage or destruction occurs during the last year of any term of this Lease, Lessor will not be obligated to repair or reconstruct the Premises.

8.2 Rent Adjustment.

In the event of damage per Section 8.1 above, Lessor will, for any period of time during which Lessee was unable to use the Premises, provide a pro-rata rent reduction based on square footage or other appropriate criteria during the period of non-use. If 30% or more of the Premises is damaged or destroyed and cannot be repaired in 90 days or less, the Lessee will have the option to terminate the Lease.

9. INDEMNITY.

9.1 Lessee's Indemnity.

Lessee will hold harmless, defend and indemnify Lessor from and against any liability, claims, actions, costs, damages, losses and expenses (including, without limitation, reasonable attorney's fees and expenses) for injury, including death, to any person, damage to any property, or enforcement actions under California Prevailing Wage laws or any other applicable statute or ordinance, resulting from Lessee's occupation of the Premises or use of the Property, or Lessee's acts or omissions with respect to the Premises or Property or breach of lease by Lessee. Lessee's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred before expiration or termination.

9.2 Lessor's Indemnity.

Lessor will hold harmless, defend and indemnify Lessee from and against any liability, claims, actions, costs, damages, losses and expenses (including, without limitation, reasonable attorney's fees and expenses) for injury, including death, to any person, damage to any property, or enforcement actions under California Prevailing Wage laws or any other applicable statute or ordinance, resulting from Lessor's occupation of the Building or use of the Property, or Lessor's acts or omissions with respect to the Building or Property or breach of lease by Lessor. Lessor's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred before expiration or termination.

10. CONDEMNATION.

10.1 Lessee's Right to Terminate.

In the event of a total or partial taking of the Premises by an entity other than Lessee, exercising the right of eminent domain, which taking renders the majority of the Premises useless for the uses permitted under this Lease, Lessee will have the option of terminating this Lease.

10.2 Reduction of Rent.

If only a portion of the Premises is taken, and Lessee does not terminate this Lease as provided in paragraph 10.1, above, Lessor will reduce the rent thereafter payable by a pro-rata reduction based on square footage or other appropriate criteria.

11. TERMINATION FOR CAUSE.

11.1 Cause.

Either party may terminate this Agreement for cause without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement. Cause for the purpose of this Agreement exists if a party:

- (a) is adjudged as bankrupt, or
- (b) becomes insolvent or has a receiver appointed, or

- (c) makes a general assignment for the benefit of creditors, or
- (d) suffers any final judgment which remains unsatisfied for 30 days, unless enforcement is stayed or bonded, and which would substantively impair the ability of the judgment debtor to perform under this Agreement,
or
- (e) materially breaches this Agreement.

11.2 Notices to Defaulting Party.

For any of the above occurrences except item (e), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated only after the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within 5 calendar days of delivery of a written notice specifying the nature of the breach. If the breach is not remedied within that 5-day period, the non-defaulting party may terminate this Agreement by delivering a further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within the 5-day period, the defaulting party may deliver a written proposal to the non-defaulting party within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent will not be unreasonably withheld, the defaulting party will immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate after delivering a written notice specifying the date of termination.

11.3 Delivery of Notices.

Notices given under paragraph 11.2 will be deemed delivered as provided in paragraph 12.17 below.

11.4 Obligations Surviving Termination.

Termination of this Agreement will not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

11.5 Unlawful Detainer.

The notices provided for in paragraph 11.2 are in addition to any required statutory notices for unlawful detainer proceedings under Code of Civil Procedure section 1161 et seq.

12. MISCELLANEOUS.

12.1 Quiet Enjoyment.

Upon the payment of the rent and Reimbursables and the performance of all the terms, covenants and conditions by Lessee to be performed as herein provided, Lessee will be allowed to peaceably and quietly hold and enjoy the Premises during the term of this lease, or any extended term thereof.

12.2 Surrender.

Lessee will peaceably surrender possession of the Premises upon the expiration or other termination of this lease, and will return the Premises to Lessor in as good a condition as when received, reasonable wear and tear and damage from the elements excepted, except for so much of said Premises as may be injured or destroyed by fire, earthquake or other casualty not the fault of Lessee (See Section 8.1).

12.3 Amendment.

This Agreement may be modified, amended or terminated at any time by mutual consent in writing of the parties hereto.

12.4 Entire Agreement Represented.

This Agreement represents the entire understanding between Lessor and Lessee 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, waived or repealed without the written consent of both parties.

12.5. Headings.

Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

12.6 Interpretation.

This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

12.7 No Third Party Beneficiaries.

Unless specifically set forth, the parties to this Agreement do not intend to provide any third party with any benefit or enforceable legal or equitable right or remedy.

12.8 Governing Law.

This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. This Lease is entered into and to be performed in Tulare County, California. Lessor waives the removal provisions of California code of Civil Procedure Section 394.

12.9 Waivers.

The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, for any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any breach of the Agreement by the other party, unless otherwise explicitly agreed to in writing by the parties.

12.10 Exhibits and Recitals.

All Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

12.11 Conflict with Laws or Regulations; Severability.

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement will continue in full force and effect. If either party, exercising its sole discretion, elects to defend this agreement against a third party suit alleging any invalidity in this Agreement, they must do so at their own expense.

12.12 Further Assurances.

Each party will execute any additional documents and will perform any further acts which may be reasonably required to effect the purposes of this Agreement. Lessee will, on request by Lessor, execute appropriate estoppel certificates and attornments in favor of any trust deed holders or encumbrances.

12.13 Assurances of Non-discrimination.

Lessor will not discriminate in employment or the performance of the Work or in the provision of services called for under this Agreement on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

Lessee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, sexual orientation or ancestry, in the leasing, subleasing, transferring, use, occupancy,

tenure, or enjoyment of the premises herein leased nor shall the lessee himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Premises herein leased.

12.14 Lessor's Right to Enter to Inspect and Post.

Lessee will permit Lessor and its agents to enter upon the Premises at all reasonable times for the purpose of posting notices of non-responsibility for alterations or additions made by Lessee, or for the purpose of inspecting the Premises, and, within six (6) months prior to the expiration of the term of this Lease, will permit Lessor to enter for the purpose of placing ordinary for sale or for lease signs.

12.15 Brokers.

All negotiations relative to this Agreement have been carried out directly by representatives of Lessor and Lessee without the participation of brokers and each party represents to the other that there are no unpaid broker's fees in connection with this Agreement.

12.16 Encumbrance of Premises.

Lessor may encumber the Premises so long as Lessee's quiet enjoyment of the Premises is not disturbed thereby.

12.17 Notices.

All notices required to be given under this Agreement must be delivered to the addresses set forth below, unless otherwise instructed in writing, and will be deemed delivered on the following dates:

12.17.1 Notice to Lessor.

When delivered to Lessor in person, or 3 days after date of mailing when mailed by certified mail, postage prepaid, to the City Manager, City of Porterville, at 291 North Main Street, Porterville, California 93257.

12.17.2 Notice to Lessee.

When delivered to Lessee in person, or 3 days date of mailing when mailed by certified mail, postage prepaid, to the Chief Executive Officer, Sierra View Medical Center, 465 West Putnam Avenue, Porterville California 93257.

12.19 Successors and Assigns.

This Agreement is binding on and will inure to the benefit of the successors and assigns of the parties, but nothing in this section shall be construed as consent by Lessor to any sublease or assignment by Lessee if such consent is otherwise required by the terms of this Agreement.

12.20 Duplicate Originals.

This Agreement will be executed in duplicate originals.

12.21 Time of the Essence.

Time is of the essence of this Agreement.

12.22 Attorneys Fees. If any litigation is commenced between the parties to this lease concerning the Premises, this lease, or the right and duties of either in relation to the Premises or to this lease, the party prevailing in that litigation shall be entitled to, in addition to any other relief that may be granted in the litigation, a reasonable sum as and for its attorneys' fees in that litigation that are determined by the court in that litigation or in a separate action brought for that purpose.

12.23 Authority to Execute Lease.

The signer for each entity has the approval of the entity's governing body to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF PORTERVILLE

Date: _____

By: _____
Milt Stowe, Mayor
LESSOR

ATTEST:

By: _____
John D. Lollis, City Manager

Approved as to form:

By: _____
Julia Lew, City Attorney

Date: _____

SIERRA VIEW MEDICAL CENTER

Date: _____

By: _____
Donna Hefner, Chief Executive Officer
LESSEE

Approved as to form:

By: _____
_____, Attorney for Lessee

Date: _____



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: City Council Minutes of September 16, 2014

SOURCE: Administrative Services

COMMENT: Staff has prepared the draft Minutes for the September 16, 2014, City Council meeting for Council's review and consideration.

RECOMMENDATION: That the City Council approve the draft Minutes for September 16, 2014.

ATTACHMENTS: 1. Draft Minutes

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: Patrice Hildreth, Administrative Services Dir

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
SEPTEMBER 16, 2014, 5:30 P.M.**

Called to Order at 5:32 p.m.

Roll: Council Member Reyes, Council Member Ward, Vice Mayor Hamilton, Mayor Stowe

Absent: Council Member Gurrola

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN 253-193-008. Agency Negotiator: John Lollis and Jenni Byers. Negotiating Parties: City of Porterville and Sierra View District Hospital. Under Negotiation: Terms and Price.

2- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN 253-182-009. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Pacifica First National, Inc. Under Negotiation: Terms and Price.

3 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Steve Kabot, and Patrice Hildreth. Employee Organizations: Porterville City Employees Association; Management and Confidential Series; Porterville Police Officers Association; Fire Officer Series; Porterville City Firefighters Association; Public Safety Support Unit; and all Unrepresented Management Employees.

4- Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of El Centro, et al. v. David Lanier, et al., San Diego County Superior Court Case No. 37-2014-00003824-CU-WM-CTL.

5- Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: California Healthy Communities Network v. City of Porterville, California Court of Appeal, Fifth District, Case No. F067685.

6- Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: People v. Magana, Tulare County Superior Court Case No. PCF 294762.

7- Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One Case in which facts are not yet known to potential plaintiff.

6:30 P.M. RECONVENE OPEN SESSION

It was reported that no reportable action had taken place.

Pledge of Allegiance Led by Vice Mayor Hamilton

Invocation – one individual participated.

PRESENTATIONS

Consolidated Plan and Housing Element

PROCLAMATIONS

Relay for Life Days – October 4-5, 2014

AB 1234 REPORTS

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

1. League of California Cities Annual Conference – September 3-5, 2014
Council Member Reyes reported on session attendance.
2. Tulare County Association of Governments (TCAG) – September 15, 2014
City Manager Lollis requested that the report be postponed to the next meeting in light of Council Member Gurrola's absence.

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 – September 4, 2014
Commissioner Moore presented the Commission's monthly report which included: installation of new benches, improved Sports Complex trails, installation of playground shade structure, youth sports leagues, Punt, Pass and Kick event on the 20th, Music on Main Street, and Pioneer Days.
 2. Library & Literacy Commission – September 9, 2014
Commissioner LaVonne reported on: Commission discussion with Vice Mayor Hamilton regarding the purchase of the Smith building, renovations of the 2nd floor of the library, volunteer hours, program participants and library patrons.
 3. Youth Commission – September 8, 2014
Youth Commissioners introduced themselves to the Council and expressed enthusiasm with regard to participation in the commission.
 4. Arts Commission – no verbal report.
- II. Staff Informational Reports
 1. National Drug Take Back Day – no verbal report given.
 2. Water Conservation Phase II, Water System Status – no verbal report given.

ORAL COMMUNICATIONS

- Elva and Fred Beltran, provided an update on drought relief efforts; thanked the City, churches, and community for their help and support; reported on status of the filling station, donations and media coverage.
- Kathleen Harris, indicated that she had not been appointed to serve on the commission; suggested that it was due to not being present and being inaccurately represented; and requested that the number of members on the commission be increased to allow for her appointment.
- Edith LaVonne, extended an invitation to an event on October 4th.

- Louise Glannell, spoke of incident in which her mother became trapped inside a bathroom stall at the airport restaurant.
- Dawn Jobe, apologized for being too passionate about the issue of medical marijuana and coming off as combative; and spoke of a recent encounter with law enforcement and compassion shown by Police Department staff.
- Deb Chastain, stated that she had filed a claim regarding a recent encounter with law enforcement; expressed her desire to grow within the limits of the law; and requested that the Council define a number of allowed plants for cultivation.
- Barry Caplan, extended an invitation to an upcoming Art Walk event; and spoke of a new traffic law regarding space to be provided to cyclists.
- Jeffrey Faure, spoke of recent professionalism by the Police Department, and spoke of his passion for the medical marijuana issue.

CONSENT CALENDAR

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Vice Mayor Hamilton that the City Council approve Item Nos. 1 through 13.

AYES: Reyes, Ward, Hamilton, Stowe
 NOES: None
 ABSTAIN: None
 ABSENT: Gurrola

1. CITY COUNCIL MINUTES OF JANUARY 21, 2014

Recommendation: That the City Council approve the Minutes of January 21, 2014.

Documentation: M.O. 01-091614

Disposition: Approved

2. AWARD OF CONTRACT – ISLAND ANNEXATION SEWER PROJECT (AREA 459A AND 459C)

Recommendation: That the City Council

1. Award the Island Annexation Sewer Project, Area 459A and 459C, to Steve Dovali Construction, in the amount of \$1,155,064;
2. Authorize progress payments up to 95% of the contract amount;
3. Authorize a 10% contingency to cover unforeseen construction costs; and
4. Authorize 5% for construction management, quality control and inspection

Documentation: M.O. 02-091614

Disposition: Approved.

3. THIS ITEM HAS BEEN MOVED TO SCHEDULED MATTERS

4. AWARD OF CONTRACT – ON-CALL CONSULTING SERVICE

Recommendation: That the City Council:

1. Authorize staff to negotiate on-call contracts with Hopper Company, Hamner, Jewell & Associates, and Bender Rosenthal;
2. Authorize the Mayor to sign contract documents;
3. Authorize the Community Development Director to sign task orders; and
4. Authorize staff to make payments up to 100% upon satisfactory completion of tasks.

Documentation: M.O. 03-091614

Disposition: Approved.

5. ACCEPTANCE OF FINAL SUBDIVISION MAP – RIVERVIEW ESTATES NO. 5 (GARY SMEE)

Recommendation: The City Council:

1. Approve the final subdivision map of Riverview Estates No. 5;
2. Accept all offers of dedication shown on the final map; and
3. Authorize the City Clerk to file said map with the County Recorder.

Documentation: M.O. 04-091614

Disposition: Approved.

6. PLANO BRIDGE – AUGMENT TO CONSTRUCTION MANAGEMENT AND CONSTRUCTION SUPPORT SERVICE AGREEMENTS

Recommendation: That the City Council:

1. Authorize the Finance director to augment VSCE's service agreement contract by \$250,000; and
2. Authorize the Finance director to augment NV5's service agreement contract by \$300,000.

Documentation: M.O. 05-041614

Disposition: Approved.

7. AUTHORIZATION TO PURCHASE WATER SHARES AND/OR SURFACE WATER FOR GROUNDWATER RECHARGE

Recommendation: That the City Council:

1. Increase the 2014/2015 allocation in the water fund to \$150,000 for the purpose of purchasing surface water or water shares; and

2. Authorize the Public Works Director, at his discretion, to purchase surface water for recharge and purchase or bid on water shares in an amount not to exceed \$150,000

Documentation: M.O. 06-091614

Disposition: Approved.

8. RENEWAL OF AGREEMENT WITH KINGS/TULARE AREA AGENCY ON AGING TO FACILITATE A SENIOR NUTRITION PROGRAM

Recommendation: That the City Council approve the renewal of the agreement with K/TAAA and authorize and direct the Mayor to execute same.

Documentation: M.O. 07-091614

Disposition: Approved.

9. CONSIDERATION OF STREET CLOSURE FOR ZALUD HOUSE MUSEUM PIONEER DAYS & RIB COOK-OFF

Recommendation: That the City Council authorize the temporary closure of Main Street between Putnam and Morton and Thrum and Cleveland between Division and the alley west of Second Street for the Zalud House Museum Pioneer Days & Rib Cook-Off.

Documentation: M.O. 08-091614

Disposition: Approved.

10. APPROVAL FOR COMMUNITY CIVIC EVENT – FAMILY HEALTHCARE NETWORK – COCOLA BROADCASTING COMPANIES – FIESTA DE LA FAMILIA AND HEALTH AND SAFETY FAIR – SUNDAY, OCTOBER 12, 2014

Recommendation: The City Council approve the Community Civic Event Application and Agreement submitted by the Family Healthcare Network and Cocola Broadcasting Companies, subject to the stated requirements contained in the Application, Agreement, Exhibit A and Exhibit B.

Documentation: M.O. 09-091614

Disposition: Approved.

11. REQUEST FOR PROCLAMATION – CONSTITUTION WEEK – SEPTEMBER 17-23, 2014

Recommendation: That the City Council consider approval of the request to proclaim September 17-23, 2014, as Constitution Week.

Documentation: M.O. 10-091614

Disposition: Approved.

12. This Item Has Been Removed

13. REVIEW OF LOCAL EMERGENCY STATUS – DECEMBER 21, 2010

Recommendation: That the City Council:

1. Receive the status report and review of the designed local emergency; and
2. Pursuant to the requirements of Article 14, Section 8630 of the California Emergency Services Act, determine that a need exists to continue said local emergency designation.

Documentation: M.O. 11-091614

Disposition: Approved.

PUBLIC HEARINGS

14. BUDGET ADJUSTMENT/CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) PROGRAM FUNDING

Recommendation: That the City Council

1. Conduct the public hearing to receive public comments;
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. Approve a budget adjustment increasing the Police Department's Special Safety Grants-Citizens' Option for Public Safety (COPS) budget by \$100,000.

City Manager Lollis introduced the item, and the staff report was presented by Police Captain Eric Kroutil.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Vice Mayor Ward that the City Council use of these funds to offset costs for personnel assigned to the department's Patrol Division, including necessary training, equipment, and overtime costs; and approve a budget adjustment increasing the Police Department's Special Safety Grants-Citizens' Option for Public Safety (COPS) budget by \$100,000.

AYES: Reyes, Ward, Hamilton, Stowe

NOES: None

ABSTAIN: None

ABSENT: Gurrola

Documentation: Resolution No. 65-2014

Disposition: Approved.

The City Council took a ten minute recess at 7:25 p.m.

15. DRAFT ORDINANCE CONCERNING MEDICAL CANNABIS/MARIJUANA CULTIVATION

Recommendation: That the City Council:

1. Consider any additional public testimony;
2. Finalize the noted areas where there were concerns;
3. Approve the proposed ordinance for medical cannabis cultivation and give first reading to the draft ordinance; and
4. Waive further reading and order the ordinance to print.

City Manager Lollis introduced the item and presented the staff report. The public hearing was opened at 7:41 p.m.

- Dawn Jobe, spoke of the proposed buffer zone and requested it be reduced if not eliminated entirely.
- Kaitlyn Ruzbeck, spoke in opposition of Section E-9 regarding use of gas products for cultivation.
- Cheyenne Jobe, spoke of a past incident which she claimed was a violation of her Fourth Amendment rights; and requested that Section J of the proposed ordinance be removed.
- Ron Hulsey, Golden Hills Mobile Home Park resident, spoke in favor of living in a safe environment, and spoke of dangers associated with the production and cultivation of medical marijuana.
- Name inaudible, recalled an incident in which her mobile home was searched for a bomb; and stated that she and her fiancé used marijuana for rheumatoid arthritis and diabetes.
- Deb Hulsey, Golden Hills resident, expressed concern regarding marijuana being sold in the mobile home park; and requested that the Council consider the rights of those on both sides of the issue.
- Joe Cullins, spoke of complaints pertaining to odor and visibility, and suggested that the proposed regulations were overkill.
- Carol Anderson, Golden Hills resident, requested that the allowed light wattage be increased for indoor cultivation; and proposed that those living within the buffer zones/sensitive areas be permitted to grow a lesser quantity of plants.
- Sherry Reed, stated that she had managed Golden hills at one point in time.
- Royal Garrison, stated that he had a problem with Section E-19, as it related to the Compassionate Use Act of 1996.

- Joe Sparks, spoke in favor of finding a middle ground.
- Amber (last name inaudible), stated that there were probably 20-50 patients for every person that has come up to speak in support of medical marijuana, and that proposed regulations violated her HIPPA rights.
- Barry Caplan, requested that the Council postpone any action, and spoke of the proposed ordinance's effect on the real estate market and rental properties.

The following comments were made during Oral Communications:

- Dawn Jobe, apologized for being too passionate about the issue of medical marijuana and coming off as combative; and spoke of a recent encounter with law enforcement and compassion shown by Police Department staff.
- Deb Chastain, stated that she had filed a claim regarding a recent encounter with law enforcement; expressed her desire to grow within the limits of the law; and requested that the Council define a number of allowed plants for cultivation.
- Jeffrey Faure, spoke of recent professionalism by the Police Department, and spoke of his passion for the medical marijuana issue.

The Public Hearing was closed at 8:16 p.m.

A lengthy discussion ensued, during which the following were considered: proximity to sensitive uses, the number of plants to be allowed, mature vs. premature plants, permitted wattage, confidentiality of medical information, drug related felony convictions, and the definition of accessory structures. During the discussion there were questions from the audience regarding growing for others. The Council reminded those in attendance that the public hearing was closed, and spoke of efforts made to consider both sides of the issue.

Interim Community Development Director Jenni Byers, at the request of Vice Mayor Hamilton, stated that the Environmental Coordinator made the determination that adoption of the proposed ordinance was not a project subject to CEQA; but spoke of several CEQA exemptions that could apply if it were, such as: 15061(b)3, 15304, 15321, and 15311.

Staff and legal counsel identified the proposed amendments, as:

1. Amending E.3. to read, "...within 100 feet of a sensitive use "use, sensitive" as defined in Chapter 700;"
2. Elimination of E.2. of the draft ordinance;
3. Amending E.8. to allow up to 20 plants;
4. Add the definition of an "Accessory Structure" to C; and
5. Prohibiting those with drug related felony convictions within the past seven years from obtaining a permit.

The Council took a recess at 9:05 p.m. to allow staff the time to draft a definition for an accessory structure. The Council reconvened at 9:23 p.m., and moved on to consider Item No. 18, while staff continued to work on the proposed amendments.

SCHEDULED MATTERS

18. CONSIDERATION OF SCHEDULING CITY COUNCIL GOAL AND PRIORITY SETTING

Recommendation: That the City Council provide direction in the scheduling and method toward setting of goals and priorities, to be employed in a goal setting session to be scheduled as determined by the Council.

City Manager Lollis introduced the item and presented the staff report. After a brief discussion, the Council directed staff to bring back a proposed date (in late January) for consideration at a future meeting.

Documentation: None

Disposition: Direction given.

The Council then continued its consideration of Item No. 15.

15. DRAFT ORDINANCE CONCERNING MEDICAL CANNABIS/MARIJUANA CULTIVATION (Continued)

Interim Community Development Director Byers and City Attorney Lew proposed the following language for the aforementioned amendments 4, 3 and 5, respectively:

- “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;”
- “...in no case shall any parcel/dwelling have more than 20 plants; with not more than 20 cultivated outdoors and/or 20 cultivated indoors within an Accessory Structure;” and
- The addition of g. “Proof that the applicant and any resident has had no drug related felony convictions within the past seven (7) years” to section J.1.

Lastly, in response to concerns made by Council Member Ward, City Attorney Lew spoke of confidentiality language in section J.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Ward that the City Council approve the proposed ordinance, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING ARTICLE I, SECTION 15-5.1 OF THE PORTERVILLE MUNICIPAL CODE, CONCERNING REFUSAL TO ISSUE LICENSES, REPEALING ARTICLE VII, SECTIONS 15-85 THROUGH 15-105, OF CHAPTER 15, AND ADDING SECTION 301.23 OF THE PORTERVILLE MUNICIPAL CODE, CONCERNING MEDICAL MARIJUANA CULTIVATION, as amended, give first reading to the draft ordinance, waive further reading and order the ordinance to print.

AYES: Reyes, Ward, Hamilton, Stowe
NOES: None
ABSTAIN: None
ABSENT: Gurrola

The ordinance was read by title only.

Documentation: Ordinance 1817

Disposition: Approved.

SCHEDULED MATTERS

16. PROPOSED UPDATE TO ANNEXATION & MUNICIPAL SERVICES POLICIES AND PROCEDURES

Recommendation: That the City Council:

1. Review the proposed resolution defining objectives and policies for annexations and municipal service.
2. Direct the Zoning Administrator to amend the annexation application to reflect update codes and regulations, such as CEQA and the Cortese-Knox-Hertzberg Act; and
3. Provide direction relative to parameters for provision of extraterritorial services and implementation of an “Irrevocable Agreement to Annex.”

City Manager Lollis introduced the item, and the staff report was presented by Interim Community Development Director Byers.

At the Council’s request, staff elaborated on the annexation protest process and connection fees; and expressed concern regarding the ability of one connection to potentially turn into multiple connections. A discussion followed regarding the pirating of water, and the interpretation of current policy language.

COUNCIL ACTION: MOVED by Council Member Ward, SECONDED by Vice Mayor Hamilton that the City Council direct the Zoning Administrator to amend the annexation application to reflect update codes and regulations, such as CEQA and the Cortese-Knox-Hertzberg Act; and direct staff to bring back policies for consideration.

AYES: Reyes, Ward, Hamilton, Stowe
NOES: None
ABSTAIN: None
ABSENT: Gurrola

Documentation: M.O. 12-091614
Disposition: Approved.

17. AWARD OF CONTRACT – RECLAMATION AREA LEASE

Recommendation: That the City Council:

1. Consider the lack of a signed addendum as non-responsive and accept Rick Perigo Roadsiding's proposal of \$165 per acre, for an annual amount of \$112,596 for 682.4 acres as the top proposal;
2. Approve the lease agreement between the City of Porterville and Rick Perigo Roadsiding; and
3. Authorize the Mayor to sign a five (5) year lease agreement with Rick Perigo Roadsiding and stipulate that the lease agreement start date shall be November 1, 2014, and the lease agreement end date shall be October 31, 2019.

-OR-

1. Waive the lack of a signed addendum and accept Nuckols Farming proposal of \$239 per acre, \$163,094 for 682.4 acres as the top proposal;
2. Approve the lease agreement between the City of Porterville and Nuckols Farming; and
3. Authorize the Mayor to sign a five (5) year lease agreement with Nuckols Farming and stipulate that the lease agreement start date shall be October 31, 2019.

City Manager Lollis introduced the item. Public Works Director Baldo Rodriguez presented the staff report, which included the following options:

- Option 1) Affirm that the City received one responsive proposal from Rick Perigo Roadsiding in the amount of \$112,586 annually and that Council award said farm lease contract to Rick Perigo Roadsiding.
- Option 2) Waive the lack of a signed addendum #1 by Nuckols Farming, have Robert Nuckols submit the required signed addendum #1, and award the farm lease contract to Nuckols Farming in the amount of \$163,094 annually.

- Option 3) Reject all proposals as the City originally received only one responsive proposal and re-advertise the farm lease RFP.

Vice Mayor Hamilton spoke of the options presented, experience with Nuckols and Perrigo, and the numbers received.

- Bob Nuckols, claimed that neither he nor Jordan Parsons (another bidder in attendance) received the addendum initially; and that once he realized there was an addendum he acquired one and submitted it.

Vice Mayor Hamilton stated that the City had received a fax transmittal confirmation, and questioned Mr. Nuckols further. Mr. Rodriguez confirmed that the City had received a report indicating that both the faxes sent to Mr. Nuckols' and Mr. Parson's fax machines were transmitted successfully, and that the fax numbers were provided by the plan holders.

At Vice Mayor Hamilton's request, Mr. Perrigo elaborated on how he came up with the figures he submitted; and Mr. Nuckols addressed questions from the Vice Mayor regarding his approach to the farming of the reclamation area. Vice Mayor Hamilton then requested more time to consider the item.

COUNCIL ACTION: MOVED by Vice Mayor Hamilton, SECONDED by Council Member Ward that the City Council continue the item to the next meeting.

AYES: Reyes, Ward, Hamilton, Stowe
NOES: None
ABSTAIN: None
ABSENT: Gurrola

Documentation: M.O. 13-091614

Disposition: Item continued to October 7, 2014.

The Council adjourned at 10:51 p.m. to a meeting of the Successor Agency to the Porterville Redevelopment Agency.

SUCCESSOR AGENCY TO THE
PORTERVILLE REDEVELOPMENT AGENCY MINUTES
291 NORTH MAIN STREET, PORTERVILLE, CA 93257
SEPTEMBER 16, 2014

Roll Call: Agency Members/Chairperson

WRITTEN COMMUNICATIONS

ORAL COMMUNICATIONS

None

SUCCESSOR AGENCY SCHEDULED MATTERS

SA-1. SUCCESSOR AGENCY REVIEW AND APPROVAL OF PROPOSED

ADMINISTRATIVE BUDGET

Recommendation: That the Successor Agency adopt a Resolution approving the Administrative Budget for the period of January 1, 2015, through June 30, 2015 and direct Successor Agency staff to submit the Administrative Budget to the Oversight Board.

City Manager Lollis introduced the item, and the staff report was presented by Interim Community Development Director Byers.

AGENCY ACTION: MOVED by Agency Member Ward, SECONDED by Agency Vice Chair Hamilton that the Successor Agency adopt a Resolution approving the Administrative Budget for the period of January 1, 2015, through June 30, 2015 and direct Successor Agency staff to submit the Administrative Budget to the Oversight Board.

AYES: Reyes, Ward, Hamilton, Stowe
NOES: None
ABSTAIN: None
ABSENT: Gurrola

Documentation: SA Resolution 2014-05

Disposition: Approved.

SA-2. REVIEW AND APPROVAL OF DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS)

Recommendation: That the Successor Agency adopt a Resolution approving the Recognized Obligation Payment Schedule 14-15B for the period of January 1, 2015, through June 30, 2015, provided that should any modification be required to the ROPS 14-15B by the DOF, the to make any augmentation, modification, additions or revisions as may be necessary to conform the ROPS 14-15B to requirements imposed by the DOF and direct Successor Agency staff to submit the ROPS 14-15B to the Oversight Board.

City Manager Lollis introduced the item, and the staff report was presented by Interim Community Development Director Byers.

AGENCY ACTION: MOVED by Agency Vice Chair Hamilton, SECONDED by Agency Member Ward that the Successor Agency adopt a Resolution approving the Recognized Obligation Payment Schedule 14-15B for the period of January 1, 2015, through June 30, 2015, provided that should any modification be required to the ROPS 14-15B by the DOF, the to make any augmentation, modification, additions or revisions as may be necessary to conform the ROPS 14-15B to requirements imposed by the DOF and direct Successor Agency staff to submit the

ROPS 14-15B to the Oversight Board.

AYES: Reyes, Ward, Hamilton, Stowe
NOES: None
ABSTAIN: None
ABSENT: Gurrola

Documentation: SA Resolution 2014-06
Disposition: Approved.

The Successor Agency to the Porterville Redevelopment Agency adjourned at 10:54 p.m. to a Meeting of the Porterville City Council.

ORAL COMMUNICATIONS

None

OTHER MATTERS

- Vice Mayor Hamilton, communicated a request from the Library and Literacy Commission to have a Council Member attend one of their meetings every six months.
- Council Member Reyes, spoke about the Leadership Porterville Celebrity Dinner and thanked those who were in attendance; and spoke of viewing Royal Porter Putnam's belongings in Three Rivers.
- Council Member Ward, congratulated the Council and staff for approval of the medical marijuana ordinance; and requested that the City Council Handbook be on the next agenda for consideration. The Council concurred.
- Mayor Stowe spoke of the success of the Leadership Porterville Celebrity Dinner.
- City Manager Lollis, announced that the Fire Department had received \$2,000 in \$100 gift cards for victims of fire; reported that one crew was currently out on fires; and spoke of recent announcement regarding Elderberry Beetle.

ADJOURNMENT

The Council adjourned at 11:01 p.m. to the meeting of October 7, 2014.

Luisa M. Zavala, Deputy City Clerk

SEAL

Milt Stowe, Mayor



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Award of Contract - Transit Maintenance CNG Facility Expansion Project

SOURCE: Public Works

COMMENT: On April 23, 2015, staff received three (3) bids for the Transit Maintenance & CNG Fueling Facility Expansion Project. The project includes constructing a minimum of twenty (20) new “time-fill” CNG dispenser locations for use by the City’s expanding CNG-vehicle fleet. The expansion will include connections to existing upstream CNG-supply headers, routing of new distribution headers, location and configuration of new time-fill stations, supporting electrical work for under canopy lighting, and emergency shutdown buttons at the new dispensing areas. The expansion project will include civil construction work as well as structural work.

The civil elements of the project will include grading, infill and paving of existing ponds, enhancing emergency storage at the Waste Water Treatment Facility, concrete improvements, installation of storm drainage system, and water main for fire protection. The structural aspect of the project will consist of installing two new pre-engineered canopies. The new canopies will generally match existing canopies. There will also be construction of structural support for the new CNG-fueling dispensers. The CNG Expansion Project includes installation of four (4) 40 kilowatt Photovoltaic Systems on the pre-engineered canopies. This project is partially funded by a Federal Transit Administration grant, which requires the City to establish a Disadvantaged Business Enterprise (DBE) goal specific to the construction trades involved in this project. The DBE goal for this project was 7.5%. The responsive low bidder exceeded the City’s DBE goal by documenting that DBE contractors will perform 8.16% of the total bid, all of which exceeds the established 7.5%.

The Engineer’s Estimate of probable cost for the project is \$2,141,383.60. The specifications as written and published budget amount requires the award of contract based on the lowest responsive base bid. The responsive low bidder is 5.33% under Engineer’s Estimate for the complete bid.

The responsive low bidder’s bid for the project is \$2,027,315. An additional \$202,731.50 is required for construction contingency (10%). It is anticipated that an additional \$101,365.75 is required for construction management, quality control, inspection services, and construction surveying (5%). The total estimated cost for the project is \$2,331,412.25.

Partial funding was approved in the 2014/2015 Annual Budget for CNG Facility
Item No. 9.

Expansion and the Council approved a budget augmentation of \$300,000 of Solid Waste Funds to provide a total budget amount of \$1,821,228, which includes Local Transportation Funds (LTF) that are typically slated for Transit. Staff is recommending approval of the entire project. In order to accomplish this, the Transit Operator was successful in obtaining an additional \$400,000 in Federal Transportation Funds (Section 5309 and 5307 Federal Funding), which requires a \$100,000 local match of LTF funds. There is still a need of \$10,184.25 to fully fund the project. Staff is recommending a \$10,184.25 budget augmentation from the Waste Water Treatment Facility Capital Reserve Fund..

The following is a summary of current available funding and proposed funding:

Current Available Funds

Federal Transit Administration:	\$1,535,228
Local Transportation Funds:	\$ 386,000
Solid Waste Fund:	\$ 300,000
Current Available Fund Total:	\$2,221,228

Proposed Budget Augmentation

Waste Water Treatment Facility Capital Reserve Fund:	\$ 10,185
Local Transportation Fund (match)	\$ 100,000
Proposed Augmentation:	\$ 110,185
Proposed total amount:	\$2,331,413

The bids are as follows:

<u>Contractor</u>	<u>Amount</u>
1. RJ Berry Selma, CA	\$2,027,315.00
2. Sturgeon Services Int. Bakersfield, CA	\$2,032,066.85
3. Hobbs Construction Fresno, CA	\$2,289,506.80

Staff has found the lowest responsive bidder's bid acceptable and in compliance with the specification requirements for the project.

RECOMMENDATION: That City Council:

1. Award the Transit Maintenance & CNG Fueling Facility Expansion Project to RJ Berry in the amount of \$2,027,315;
2. Authorize a 10% contingency to cover unforeseen construction costs and 5% for construction management, quality

control, inspection services, and construction surveying;

3. Re-affirm the \$300,000 Solid Waste Fund appropriation;
4. Authorize the Finance Director to appropriate an additional \$10,185 from the Waste Water Facility Capital Reserve Funds and \$100,000 from the Local Transportation Fund;
5. Authorize progress payments up to 100% of the contract amount; and
6. Authorize the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #02-100714.

ATTACHMENTS:

1. Locator Map

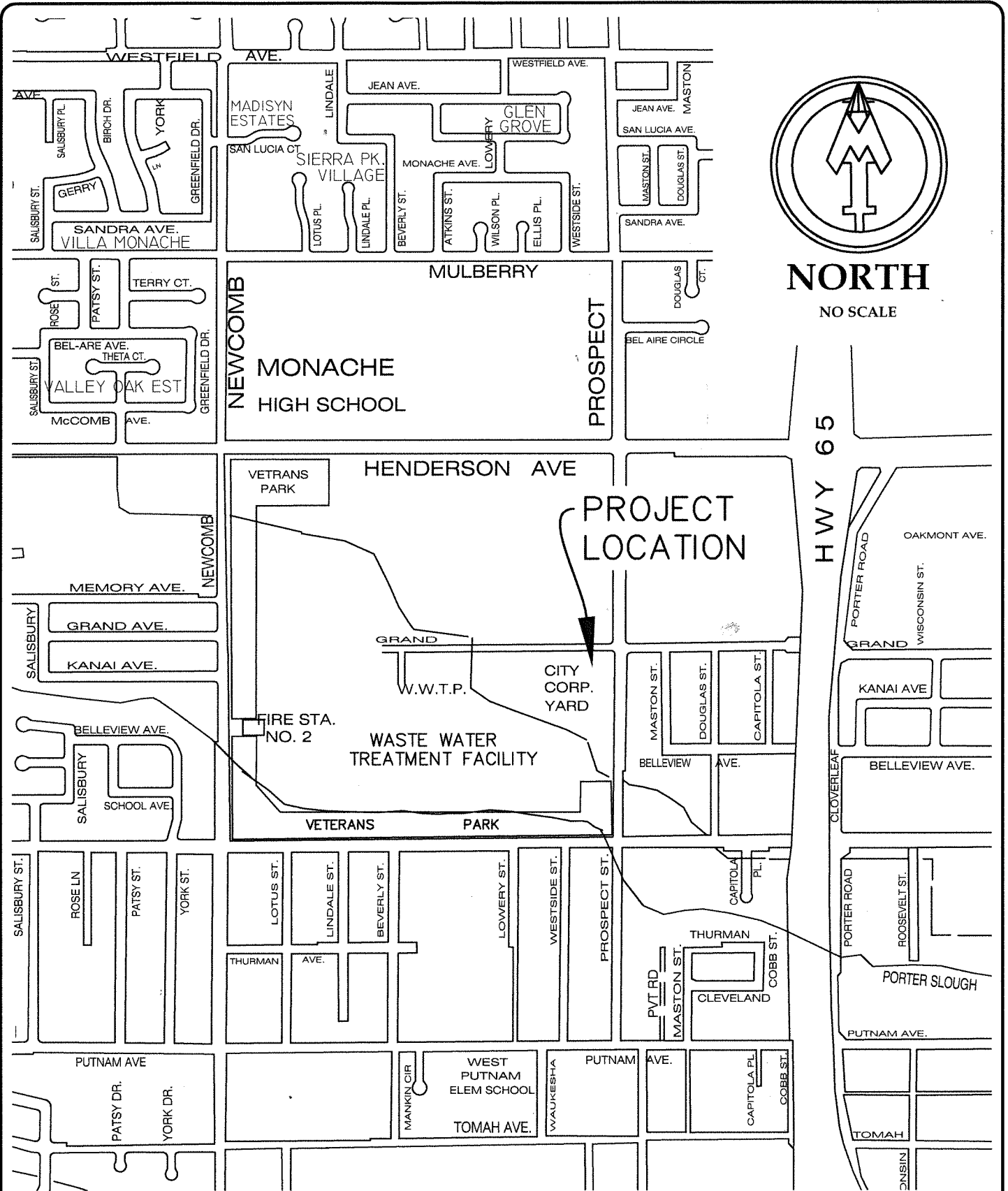
Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE
ENGINEERING DIVISION
291 NORTH MAIN STREET
PORTERVILLE, CA. 93257
(559) 782-7482

Transit CNG
Fueling Facility
Expansion Project



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Award of Contract for the Riverwalk Phase II Project Greenhouse-Gas Emissions Analysis

SOURCE: Community Development

COMMENT: On April 7, 2015, the City Council authorized staff to distribute a Request for Proposals (RFP) for a greenhouse-gas emissions analysis. The RFP solicited a qualified Environmental Planning Consultant to oversee the preparation of a greenhouse-gas emissions analysis in response to the California Court of Appeal opinion in California Healthy Communities Network v. City of Porterville. The selected consultant would perform, but not be limited to, the following tasks:

1. Prepare an analysis of potential greenhouse-gas emission impacts (including cumulative impacts) resulting from traffic generation, construction and other related sources to the satisfaction of the San Joaquin Valley Air Pollution Control District.
2. Develop recommendations for mitigation of greenhouse-gas emission impacts, if any, from the proposed development. Propose threshold of significance for greenhouse-gas impacts, and determine, using that threshold, whether significant, unmitigated impacts to greenhouse-gas will result from the proposed project.
3. As the project includes regional-serving retail uses, some analysis should be completed regarding the reduction in vehicle miles traveled to Visalia and Bakersfield for similar services.

The RFP was sent to 16 firms that specialize in this field of work; two responses were received. Crawford & Bowen Planning, Inc. is a Visalia based consulting firm that is in the City's pool of contracted on-call consultants for environmental planning work; a technical sub-consultant, Insight Environmental, would be used to prepare the work. First Carbon Solutions' Fresno office focuses primarily on Air Quality and Greenhouse Gas studies, and staff of that office worked on the initial preparation of the air quality and greenhouse gas technical reports in the 2010 Riverwalk EIR. Because of their familiarity with the project and the existing documents that will serve as the basis of the contracted work, staff recommends awarding the contract to First Carbon Solutions at a cost of \$29,600, plus the customary 10% contingency, and 10% administrative cost.

The funding for this study shall be paid for by the applicant of the Riverwalk Phase II Project.

RECOMMENDATION: That the City Council:
1. Award the contract for the Greenhouse-Gas Emissions Analysis and Partial Recirculated Environmental Impact Report for the Riverwalk Phase II Project; and
2. Authorize the Mayor to sign contract documents.

ATTACHMENTS: 1. First Carbon Solutions Proposal

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

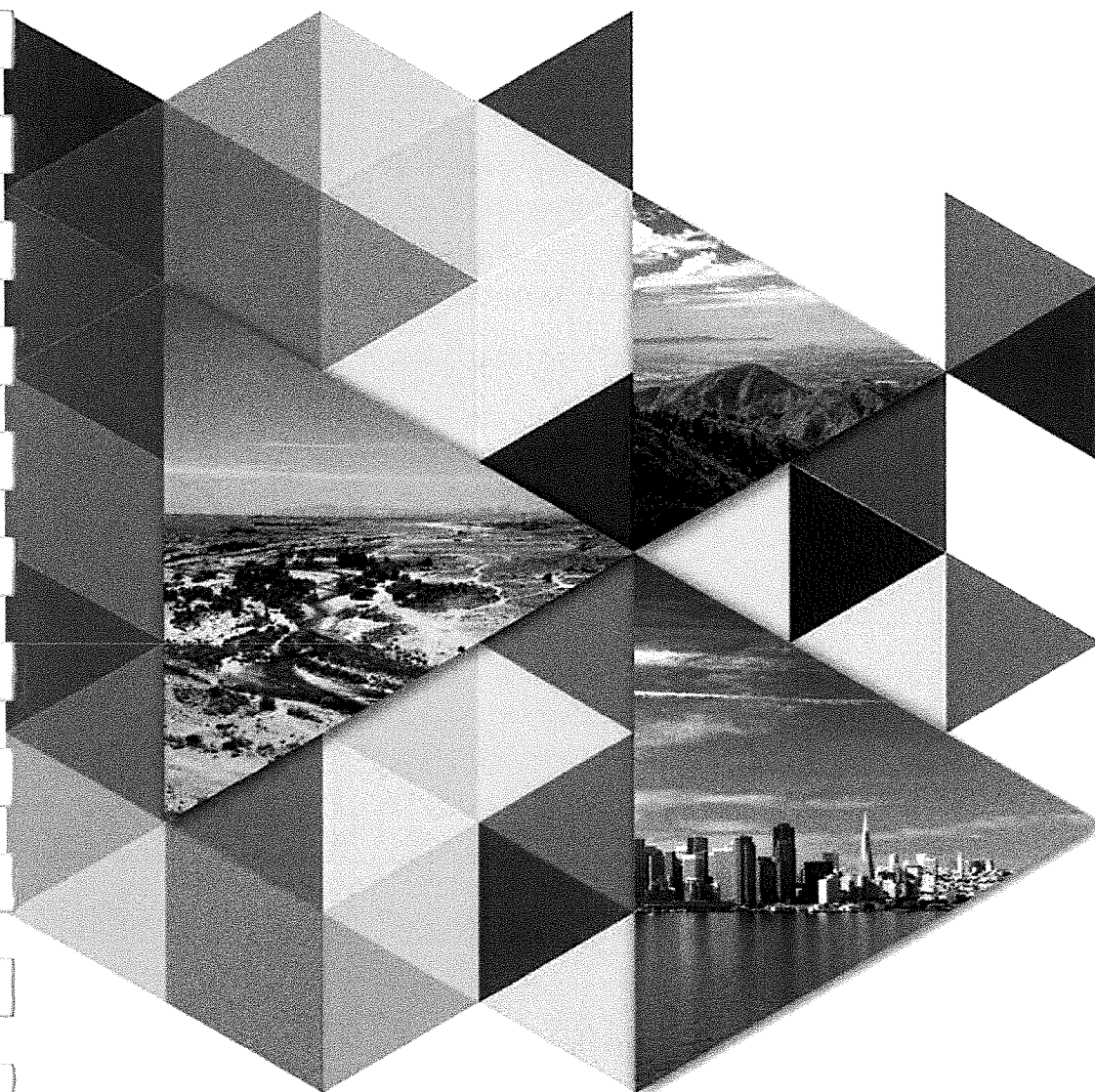
Final Approver: John Lollis, City Manager



Proposal to Prepare the Greenhouse Gas Analysis and Partial Recirculated EIR for the Riverwalk Phase II Project

**Prepared for:
City of Porterville**

April 24, 2015



April 24, 2015

Ms. Jennifer M. Byers
Interim Community Development Director
City of Porterville
291 North Main Street
Porterville, CA 93257

Dear Ms. Byers:

FirstCarbon Solutions (FCS) is pleased to submit this proposal to prepare a Greenhouse Gas Analysis Report for the Riverwalk Phase II Project. Based on our understanding of the Court ruling, a Partial Recirculated Environmental Impact Report (PREIR) will be required as a vehicle for allowing public comment on the required revisions to the greenhouse gas analysis. Our proposal includes a detailed scope of work that includes the preparation of the PREIR.

FCS is on the forefront of the ever-evolving world of environmental consulting and, as such, has been actively involved in crafting analytical approaches to the hot-button issues such as greenhouse gas emissions and climate change. We have prepared a full range of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) planning documents for a variety of projects for cities, counties, and private clients.

FCS has a total of six (6) offices throughout the State – Irvine (HQ), Los Angeles, Walnut Creek, Fresno, San Bernardino, and Sacramento. FCS' expertise in providing legally defensible and technically sound professional environmental services is founded on over 30 years of experience working with public agencies and private organizations throughout California. FCS has helped ensure the exceptional safety and sustainability performance of various projects throughout the state, thus helping communities in California achieve sustainable development by mitigating environmental impacts.

Our team is experienced in providing comprehensive environmental services for public agencies and is committed to providing the City of Porterville with dedicated staff resources to ensure that the project is completed as expeditiously as possible while meeting the City, County, and State's review standards. Our mastery of regulations and environmental review processes on all levels — Federal, State, County, and City — will allow FCS to provide seamless and flexible consultant services to accommodate and expedite project processing, and will help ensure that the project remains on schedule and within budget.

UNITED STATES

Irvine
250 Commerce, Suite 250
Irvine, CA 92602

Los Angeles
11755 Wilshire Blvd, Suite 1660
Los Angeles, CA 90025

Bay Area
1350 Treat Boulevard, Suite 380
Walnut Creek, CA 94597

Central Valley
7265 N First Street, Suite 101
Fresno, CA 93720

Inland Empire
621 E. Carnegie Drive, Suite 100
San Bernardino, CA 92408

Sacramento
2000 "O" Street, Suite 200
Sacramento, CA 95811

Connecticut
1175 Post Road E
Westport, CT 06880

EUROPE

United Kingdom
Tel: +44 (0) 845.165.6245
Fax: +44 (0) 20.3070.0890
Future Business Centre
Kings Hedges Rd.
Cambridge CB4 2HY
United Kingdom

AUSTRALIA

New South Wales
Tel: +61 (02) 9418.7822
Fax: +61 (02) 9418.7833
13-15 Smith Street
Chatswood, NSW 2067
Australia

AFRICA

Kenya
Tel: +254-737-433-621
ADEC Kenya Services EPZ Ltd.
Nairobi, Kenya

ASIA

Philippines
Tel: +63 (2) 775.0632
Fax: +63 (2) 775.0632 local 8050
26th Floor, Philippine AXA Life Centre,
Sen. Gil Puyat Avenue,
Makati City, Metro Manila

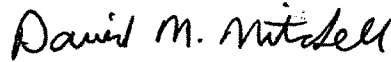
Malaysia
Tel: +603 74902112
F: 603 74902112

Thank you for taking the time to review our proposal. I look forward to speaking with you further about this project and the City's other needs for environmental services. If you have any questions, please contact us at 559.497.0310, or via e-mail at mbean@fcs-intl.com or dmitchell@fcs-intl.com

Sincerely,



Mary Bean
Director Environmental Services
FirstCarbon Solutions
7265 N First Street, Suite 101
Fresno, CA 93720



David Mitchell
Project Manager
FirstCarbon Solutions
7265 N First Street, Suite 101
Fresno, CA 93720

UNITED STATES

Irvine
250 Commerce, Suite 250
Irvine, CA 92602

Los Angeles
11755 Wilshire Blvd, Suite 1660
Los Angeles, CA 90025

Bay Area
1350 Treat Boulevard, Suite 380
Walnut Creek, CA 94597

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7265 N First Street, Suite 101
Fresno, CA 93720

Inland Empire
621 E. Carnegie Drive, Suite 100
San Bernardino, CA 92408

Sacramento
2000 "O" Street, Suite 200
Sacramento, CA 95811

Connecticut
1175 Post Road E
Westport, CT 06880

EUROPE

United Kingdom
Tel: +44 (0) 845.165.6245
Fax: +44 (0) 20.3070.0890
Future Business Centre
Kings Hedges Rd.
Cambridge CB4 2HY
United Kingdom

AUSTRALIA

New South Wales
Tel: +61 (02) 9418.7822
Fax: +61 (02) 9418.7833
13-15 Smith Street
Chatswood, NSW 2067
Australia

AFRICA

Kenya
Tel: +254-737-433-621
ADEC Kenya Services EPZ Ltd.
Nairobi, Kenya

ASIA

Philippines
Tel: +63 (2) 775.0632
Fax: +63 (2) 775.0632 local 8050
26th Floor, Philippine AXA Life Centre,
Sen. Gil Puyat Avenue,
Makati City, Metro Manila

Malaysia
Tel: +603 74902112

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Project Understanding

The proposed project, called Riverwalk Marketplace Phase II, would provide additional retail sales and services to the City of Porterville. The project is the second and last phase of the Riverwalk Marketplace Commercial Center Regional Shopping Center Project. It consists of 202,854 square feet of retail space on a 21.8-acre site, anchored by a 161,602-square-foot Wal-Mart Supercenter. Adjacent to the site is the existing 360,000-square-foot Riverwalk Marketplace Phase I shopping center, occupying 40 acres and anchored by a Lowe's home improvement store. Surrounding the site are low-to-medium-density housing and commercial properties.

The project has been in process since 2008 when the application for the Riverwalk Marketplace Commercial Center Regional Shopping Center Project was submitted to the City. The City Council certified the Final Environmental Impact Report for the project on February 7, 2012. On March 9, 2012, the California Healthy Communities Network (CHCN) filed a petition for a writ of mandate in Superior Court and a first-amended petition on September 21, 2012. The superior court rendered a judgement to deny the petition of CHCN, paving the way for the CHCN to file an appeal to the State of California Fifth Appellate District. The Court of Appeal opined that the EIR's greenhouse gas emissions analysis lacked substantiation and the City must revise the EIR before the Courts render its approval for the project.

The City of Porterville is now seeking the assistance of a qualified environmental planning consultant to oversee the preparation of the greenhouse gas (GHG) emissions analysis in accordance with the opinions made by the Court of Appeal of the State of California Fifth Appellate District in California Healthy Communities Network v. City of Porterville.

FCS has direct experience with the Porterville Marketplace project. Dave Mitchell, FCS Senior Air Quality Scientist prepared the GHG analysis and memo introduced at the hearing that is referred to in the RFP and provided assistance in responding to comments and at the public hearing. He has thoroughly reviewed all comment letters and assisted in preparing responses to comments submitted by Mr. Mark Wolfe. In addition, FCS prepared the Air Impact Assessment (AIA) application for the project to comply with San Joaquin Valley Air Pollution Control District (SJVAPCD) Rule 9510 Indirect Source Review that includes emission reductions accepted by the SJVAPCD for air quality impacts. FCS staff has reviewed the Court of Appeal opinion and has a thorough understanding of the issues identified. The key issue identified by the Court of Appeal is lack of sufficient documentation to substantiate the GHG analysis. FCS GHG reports are fully documented and clearly reference all material used to quantify project impacts and mitigation measures. The modeling tools and analysis techniques used for GHG analysis have advanced significantly since the GHG analysis in the EIR was prepared. FCS will utilize the latest models recommended for use by the SJVAPCD.

FCS has completed environmental and planning documents for over 8,000 projects, many of which involved complex and controversial issues for over 33 years. Based on our recent conversations with the City, we have prepared this proposal to provide you with a GHG Emissions Analysis that will not only satisfy but exceed the expectations of all concerned stakeholders. FCS will prepare an analysis of potential GHG emission impacts, inclusive of cumulative impacts as a result from traffic generation, construction, and other related sources as per the San Joaquin Valley Air Pollution Control District (SJVAPCD). FCS will develop recommendations for mitigation of GHG emission impacts, if applicable, from the project. FCS will identify an appropriate threshold of significance for GHG impacts, and determine, using that threshold, whether significant, unmitigated impacts to GHG will result from the

Scope of Work

FCS proposes to prepare a completely new GHG analysis that will replace the analysis prepared for the Draft EIR and the analysis prepared by Dave Mitchell that was introduced at the public hearing. This approach allows any questionable modeling assumptions from the Draft EIR to be removed and replaced with well-accepted assumptions supported by substantial documentation and also allow the use of the latest modeling tools. The analysis will be prepared in accordance with SJVAPCD guidance. FCS will propose a threshold of significance for GHG impacts based on SJVAPCD guidance. The analysis will include analysis of the benefits of providing regional serving retail uses in reducing vehicle miles traveled (VMT) from trips that currently occur between Visalia and Bakersfield to obtain these retail services.

FCS has clear knowledge of the EIR deficiency as cited by the Appeals Court and is familiar with the California Global Warming Solutions Act of 2006 (Health & Safety Code § 38500 et seq.); the regulations promulgated by the Natural Resources Agency on the significance for CEQA purposes of GHG emissions, which were incorporated into the CEQA Guidelines; the "Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA" and the "District Policy-Addressing GHG Emission Impacts for Stationary Source Projects Under CEQA When Serving as the Lead Agency" documents adopted by the SJVAPCD in 2009; the "CEQA and Climate Change" paper by the California Air Pollution Control Officers' Association in 2008; and the "Recommended Guidance for Land Use Emission Reductions" paper released by the Sacramento Metropolitan Air Quality Management District in 2010.

FCS will follow the SJVAPCD "Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA" (adopted in December 2009) to determine significance. The air quality analysis and the climate change analysis will include project design features and sustainability measures that reduce direct and indirect air pollutant and greenhouse gas emissions from the project. FCS will assess the project's implementation of SJVAPCD best performance measures, current California greenhouse gas emission reduction strategies, including applicable solutions contained in the latest state-issued documents.

Task 1: Greenhouse Gas Analysis and Report

A comprehensive greenhouse gas analysis will include an evaluation of short-term (construction) and long-term (operation) impacts. The analysis will follow guidance presented by the SJVAPCD.

In accordance with the CEQA guidelines, the analysis will answer the following questions related to GHG Emissions:

- Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?
- Would the project conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?

To answer these questions, the analysis requires the following tasks.

Subtask 1.1: Data Collection

FCS will review the relevant project and site background information from the DEIR for use in the GHG

need an updated construction schedule with the timing of construction for each phase of development to reflect current projections. If the project will exceed the requirements of Title 24, a compliance report indicating the percentage reduction beyond requirements can be used to document credit in the modeling. Sustainability design features from the EIR will be used, but should be updated to reflect the latest technology being utilized for the project. If the project will include solar panels, an estimate of the amount of generation capacity will be needed.

Subtask 1.2: Background Climate Change Information

The analysis will contain background information, including a description of greenhouse gases, the regulatory environment surrounding climate change. The report will describe the health impacts of the various air pollutants and potential impacts of climate change on the project. The project will be reviewed for consistency with the General Plan and other regional planning documents.

Subtask 1.3: Greenhouse Gas Analysis

Greenhouse gas emissions from construction and operation of the project will be estimated using the CalEEMod emission model and off-model spreadsheets. The analysis will follow the SJVAPCD Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA (adopted in December 2009) to determine significance. The analysis will include adjustments to account for regulations not currently in CalEEMod including, but not limited to the LEV III motor vehicle standards, and the 2013 Title 24 energy efficiency standards. The primary sources of GHG emissions are from traffic generation and building energy consumption. Emissions will also be estimated for energy use from water transport and treatment and from waste disposal. Off model estimates for high global warming potential gases from refrigeration and air conditioning systems will be prepared.

The project will provide regional serving retail uses not currently available in Porterville. This will be expected to reduce travel to more distant locations to obtain these same retail services. Normally, as conservative assumption in GHG analyses, all trips are considered new trips except those from existing development at the project site. All trips to the project site are new to the site. However, some of the trips will result from trips eliminated to more distant locations. FCS would not rely on reductions in regional VMT in making a significance finding as conservative assumption. However, FCS would use estimates from the City, the DEIR, and other sources to quantify the reductions in regional VMT and related emission reduction benefits of the project as additional support for the conclusions of the analysis.

Greenhouse gas impacts are an inherently cumulative impact. No measurable effect on climate change would result from even large development projects. The combined effects of emissions generated by sources from all over the world are responsible for the climate change impacts. California is the only state to adopt a comprehensive program to reduce GHG emission with its Assembly Bill (AB) 32. AB 32 set targets for California to achieve and directed the Air Resources Board (ARB) to implement regulations to achieve the target of reducing emissions to 1990 levels by 2020. The ARB adopted the Scoping Plan in 2008 that provides the State's strategy for reaching the 2020 target. The CEQA Guidelines allows for using plan consistency as the basis for cumulative impact assessments. In areas without a local or regional climate action plan, consistency with AB 32 targets and the ARB Scoping Plan are commonly used for this purpose.

A qualitative analysis that demonstrates consistency with the Scoping Plan measures will be provided as

required by the Scoping Plan. The 2008 Scoping Plan required an approximate 29 percent reduction from projected emissions in 2020 using a business as usual (BAU) scenario. BAU represents the growth in emissions projected between the Scoping Plan inventory base year (average of 2002 to 2004) and 2020 assuming no regulations were adopted. This allows one to separate the effects of growth from the benefits of controls needed to reach the target. This method is common to Air District attainment plans for criteria pollutants such as ozone and particulate matter (PM_{2.5} and PM₁₀). The SJVAPCD-adopted threshold approach uses a 29 percent reduction from BAU including reductions achieved by regulations applicable to the project and project reductions as the threshold of significance. It should be noted that the GHG analysis in the DEIR did not account for reductions from regulations applicable to the project. FCS will prepare an analysis that accounts for all applicable regulations and project design features for comparison to the project emissions under a BAU scenario in 2020. If the project reductions achieve a 29 percent reduction or better, the project would be considered to have less than significant GHG impacts.

Subtask 1.6: Emission Reductions and Significance Finding

FCS will assess the project's implementation of SJVAPCD best performance measures, current California greenhouse gas emission reduction strategies, including applicable solutions contained in the latest state-issued documents. Project design features and mitigation measures that would reduce greenhouse gas emissions will be identified. Sources of measures include the following: the SJVAPCD's Guidance document, the CalEEMod mitigation component, and the California Air Pollution Control Officers Association (CAPCOA) Report, Quantifying Greenhouse Gas Mitigation Measures. Any energy efficiency and water conservation features included in the project will be discussed in the analysis. Land use and transportation related measures will be quantified using the CalEEMod emission model. Reductions not quantifiable with CalEEMod will be estimated using spreadsheet calculations documented by California (ARB) and CAPCOA reduction estimates. Significance findings will be addressed before and after mitigation for all potential impacts.

Subtask 1.8: Draft Report

An electronic draft report will be submitted to the City with the PREIR described in Task 2 for review and comment.

Task 2: Partial Recirculated Environmental Impact Report

FCS will prepare a PRDEIR that will address changes only to the greenhouse gas section of the EIR. The Court of Appeal opinion applies only to this single impact discussion, so no changes to other EIR sections are anticipated. The following sections will be included in the PRDEIR:

Introduction. This section will provide an overview of the PRDEIR, including a discussion of the project history, the Court of Appeal case, the CEQA standards for partial recirculation, a summary of the changes, and the public review procedures.

Greenhouse Gas Emissions. The Greenhouse Gas Emissions section will be replaced with a new section that addresses the Court of Appeal's concerns and reflects the latest environmental and regulatory setting and SJVAPCD analysis protocols. The results of the GHG analysis will be summarized in the GHG Analysis Section. The quantitative modeling results will be compared with the SJVAPCD threshold and a significance finding before and after mitigation will be provided.

used in the analysis. FCS will provide copies of all documents referenced for use in preparing the Administrative Record. For large documents, FCS will provide copies of cover pages and extracts of the portions referred to in the PREIR.

Technical Appendices. All technical reports and data used to support the analysis within the PRDEIR will be included in the technical appendices. This is expected to include only the GHG Analysis Report and related modeling results.

Task 2A: Administrative Draft PRDEIR

The Administrative Draft PRDEIR will consist of a complete document containing the aforementioned sections.

Deliverables:

- Electronic files emailed or posted to FCS's FTP site or similar file sharing site preferred by the City

Task 2B: Screencheck Draft Partial Recirculated Draft EIR

Once City comments on the Administrative Draft PRDEIR are received, FCS will prepare the Screencheck Draft PRDEIR, which will show changes in track. Once City comments on the Administrative Draft PRDEIR are received, FCS will prepare the Screencheck Draft PRDEIR, which will show changes in track. FCS assumes a total of \$3,000 (14) hours of technical staff time to address and respond to City staff comments, plus 3 hours of editing and word processing time. If additional hours are required, we will prepare a budget augment to cover the actual level of effort.

Deliverables:

- Electronic files emailed or posted to FCS's FTP site or similar file sharing site

Task 2C: Partial Recirculated Draft EIR

Once final comments on the Screencheck Draft PRDEIR are received, FCS will prepare the Partial RDEIR for public review. FCS will also prepare the Notice of Completion and the Notice of Availability upon request by the City. FCS proposes to provide limited printed copies of the document due to widespread acceptance of electronic web posting for public review. FCS assumes that the City will prepare public notice mail outs to interested individuals and residents within 300 feet of the project.

Deliverables:

- Fifteen (15) hard copies (appendices on CD) of the Partial RDEIR to the City of Porterville
- Two (2) hard copies of the appendices to the City of Porterville
- One (1) reproducible master copy of Partial RDEIR and appendices to the City of Porterville
- Twenty-five (25) CDs containing Partial RDEIR and appendices to the City of Porterville
- One (1) CD containing a web-friendly version of the Partial RDEIR and appendices to the City of Porterville
- Fifteen (15) CDs of the Partial RDEIR to the State Clearinghouse
- Electronic files emailed or posted to FCS's FTP site

Task 2D: Administrative Final EIR

Once the public review period for the PRDEIR closes, FCS will prepare responses to comments. These comments will be integrated into the Administrative Final PREIR. The Administrative Final PREIR will be divided into separate sections to address comments on the PRDEIR and any Errata to correct information in the Draft PRDEIR. Master Responses will be used as appropriate to address reoccurring comments, if any. FCS assumes that one (1) detailed attorney comment and several minor comments will be received on the project. If numerous detailed comments are received, FCS may request additional budget to perform this task.

Deliverables:

- Electronic files posted to FCS's FTP site (and emailed if document size limit allows)

Task 2E: Screencheck Final EIR / Draft Mitigation Monitoring and Reporting Program

Once comments on the Administrative Final EIR are received, FCS will prepare the Screencheck Final EIR, which will show changes in track. Also included in this submittal will be the Draft Mitigation Monitoring and Reporting Program (MMRP).

Deliverables:

- Electronic files emailed or posted to FCS's FTP site
- Task 2E: Screencheck Final EIR / Draft Mitigation Monitoring and Reporting Program

Task 2F: Final EIR/Mitigation Monitoring and Reporting Program

Once final comments on the Screencheck Final EIR and Draft MMRP are received, FCS will prepare the Final EIR and MMRP for public review. FCS will also prepare the Notice of Availability on request. The proposal assumes that limited print copies will be required due to reliance on website posting of electronic copies.

Deliverables:

- Fifteen (15) hard copies of the Final PREIR to the City of Porterville
- Five (5) hard copies of the MMRP to the City of Porterville
- One (1) reproducible master copy of the Final PREIR and MMRP to the City of Porterville
- Twenty-five (25) CDs containing the Final PREIR and MMRP to the City of Porterville
- One (1) CD containing a web-friendly version of the Final PREIR and MMRP to the City of Porterville
- One (1) CD containing the Final PREIR and MMRP to each State and local agency that commented on the Draft EIR and PRDEIR
- Electronic files emailed or posted to FCS' FTP site

Task 3: Meetings

FCS will meet by phone with City staff during the Air Quality / GHG Emissions Analysis preparation process to discuss and resolve problems, develop strategies, and participate in communications. FCS

This task also includes attendance at two (2) public hearings. This assumes that meetings will be attended by Dave Mitchell. If additional FCS staff is required to attend public hearings, a budget augment may be required. If no Planning Commission meeting is required, the cost for this task may be reduced. This proposal includes the following meetings and conference calls:

- Kick-Off Conference Call
- Two (2) conference calls or meetings with City staff to discuss the GHG analysis and PRDEIR
- Planning Commission Meeting
- City Council Meeting

A not-to-exceed budget has been established to cover meeting attendance. If City staff requests additional meeting attendance by FCS staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, FCS will notify City staff of the additional costs and obtain authorization for the extra meeting time.

Task 4: Project Management

Ensuring the successful completion of the CEQA process within the schedule provided by City Staff requires ongoing focus and diligence of the Project Manager. In addition to the research, analysis, communications, and report writing tasks described above, FCS will perform a variety of project management duties to ensure that the GHG Emissions Analysis and PREIR meets the City's and the Appeals Court's standards of quality, and that it is delivered on time and within budget. These duties will include team supervision and coordination, oral and written communications with City staff, project accounting, and quality assurance review by FCS' Project Director and Technical Editor of all deliverable products. These services also will include ongoing support to City staff, such as providing input to staff reports, regular schedule updates, and discussions of technical issues. This task assumes 15 hours of staff time.

Schedule

Consistent with the schedule objectives, FCS proposes the following timetable for this project.

Tasks	Week
Receive Authorization to Proceed / Initiate GHG Analysis / Kick-off conference call	1
FCS Completes GHG Analysis Report	3
Submit Administrative Draft PRDEIR to City/Applicant	4
Receive City comments on Administrative Draft PRDEIR	5
Submit Screencheck Draft Partial RDEIR to City/Applicant	6
Receive City/Applicant comments on Screencheck Draft PRDEIR	7
Release Draft PRDEIR for Public Review	8
End of Public Review Period	14
Submit Administrative Final PREIR to City/Applicant	15
Receive City/Applicant comments on Administrative Final PREIR	16
Submit Screencheck Final PREIR / Draft Mitigation Monitoring and Reporting Program (MMRP) to City/Applicant	16
Receive City/Applicant comments on Screencheck Final PREIR / Draft MMRP	17
Release Final PREIR/MMRP for Public Review	18
Planning Commission and City Council Meetings	TBD

Fees

The fees for the Air Quality and GHG Emissions Analysis of the proposed project are provided below. The proposed fees are based upon the scope of work described above; they include all labor and direct costs. FCS' proposed fee shall remain valid for a period of 30 days.

Tasks	Cost
Task 1: Greenhouse Gas Analysis and Report	\$6,800
Task 2: Partial Recirculated Draft EIR	
Subtask 2.1: Administrative Partial Recirculated Draft EIR	\$6,300
Subtask 2.2: Screencheck Partial Recirculated Draft EIR	\$3,000
Subtask 2.3: Draft Partial Recirculated Draft EIR	\$1,500
Subtask 2.4: Administrative Final EIR	\$3,000
Subtask 2.5: Screencheck Final EIR / Draft Mitigation Monitoring And Reporting Program	\$1,500
Subtask 2.6: Final EIR / Mitigation Monitoring and Reporting Program	\$1,000
Task 3: Meetings	\$3,000
Task 4: Project Management	\$2,500
Total Professional Labor Cost	\$28,600
Direct Costs: reprographics, shipping, phone, mileage, etc.	\$1,000
Total FCS Costs	\$29,600

The assumptions used in calculating the above fees are:

1. FCS' proposed fee shall remain valid for a period of 30 days from the date of this scope, after which it may be subject to revision.
2. This price is based on completion of the work within the proposed schedule. If delays occur, an amendment of the price would be warranted to accommodate additional project management and other costs, and to reflect adjustments for updated billing rates.
3. The PREIR will be prepared to comply with CEQA.
4. Costs have been allocated to tasks based on FCS' proposed approach. During the work, FCS may, on its sole authority, re-allocate costs among tasks and/or direct costs, as circumstances warrant, so long as the adjustments maintain the total price within its authorized amount.

Firm Profile

FirstCarbon Solutions (FCS) was founded in 1982 as Michael Brandman Associates (MBA). MBA was organized as a California Corporation and provided thousands of public agencies and private development clients with environmental and natural resource management services. MBA's disciplinary specialties included environmental planning, regulatory compliance, natural resource management, cultural resources management, restoration planning and monitoring, air quality and climate change, water resource management, and sustainability services. In 2012, ADEC Group acquired MBA and merged it within a subsidiary, FCS, whose name was adopted. FCS offers the same services MBA previously provided and expanded the sustainability services offerings to include greenhouse gas emissions reporting and energy management reporting. FCS is headquartered in Irvine, with offices in Fresno, Los Angeles, Sacramento, San Bernardino, San Jose, and Walnut Creek. As of November 2014, FCS has 84 employees.

FCS has completed environmental and planning documents for over 8,000 projects, many of which involved complex and controversial issues. FCS has prepared a full range of CEQA/NEPA planning documents for a variety of projects including mixed-use retail, industrial, commercial, golf courses, residential subdivisions, planned communities, transportation facilities, schools, landfills, dams, reservoirs, correctional facilities, and waste treatment facilities. Additionally, FCS provides regulatory compliance, natural resource management, cultural resources management, restoration planning and maintenance, air quality, and water resources management services.

FCS, as a corporation, is 100% focused on providing the highest quality environmental consulting services to a wide variety of industries. FCS successfully uses manageable size, accessibility to task managers, and environmental focus to react more quickly to environmental project requests. Our 'boots on the ground' project managers will communicate directly and effectively with agency project managers without additional layers of bureaucracy or reporting. The benefit to the City of Porterville will be the reduction in delays and overhead that can stem from a lack of direct communication or even miscommunication. Our excellent long-standing relationship with the cities within Tulare County has provided us with an appropriate level of familiarity with their staff, methodologies, projects and goals, thereby facilitating FCS' handling of environmental issues for different kinds of environmental documentation and planning projects.

FCS is 100% focused on providing the highest quality environmental, air quality and sustainability consulting services.

We understand the value of solid project management and the strong communication that will lead to the successful completion of project objectives, ever-changing schedules, and tight budgets. Additionally, the following attributes make FCS the ideal choice for environmental consultancy services by the State of California for counties and cities in its various regions:

Leadership. Our team is comprised of highly qualified individuals with demonstrated responsiveness, technical capabilities, cost performance, and considerable knowledge gained by working directly with a number of municipalities in Southern California. We have demonstrated our abilities to manage and execute multiple, simultaneous, complex, and high-profile projects through the environmental process.

Key Subconsultants. We have tailored our team to meet the technical issues and requirements which we foresee that agencies throughout California may entail. From time to time, FCS' in-house capabilities are enhanced and augmented by the expertise of our chosen seasoned sub-consultants.

City's environmental review process.

Dedicated Technical Resources. FCS is committed to maintaining the necessary financial and technical staff resources for prospective projects in the City. Our team leaders are committed to the City of Porterville to ensure consistent quality and the availability of team resources. The FCS team includes technical staff in all disciplines to ensure the successful delivery of aggressive project schedules.

FCS' goal is to provide cost-effective, technically-sound, and legally-defensible products to the City; and in doing so, we emphasize high levels of client communication and concise verbal and written presentations of project information. Our project management philosophy revolves around an infrastructure of communication and assigning appropriately skilled resources to implement the given project scope. The repeat business we receive from our many valued clients is a result of our proven management style and our customer focus service philosophy.

We are confident that you will find that this proposal demonstrates our commitment to a high-quality environmental compliance process and driving sustainability throughout communities in the region. Our proposal illustrates that our team is ready and able to assist the City in a collaborative effort to assure that the project is completed on time and on budget with the support of FCS' team of experts and sound science.

Firm Qualifications

Founded and incorporated in 1982 (California Corporation #1162594), FCS has provided hundreds of local government, state and federal agencies and private development clients with contract environmental services. We have prepared a full range of CEQA and NEPA planning documents for a variety of projects including mixed-use retail, industrial, commercial, golf courses, residential subdivisions, planned communities, transportation facilities, schools, landfills, dams, reservoirs, correctional facilities, and waste treatment facilities. In addition to environmental planning services, we also provide air quality and greenhouse gas analysis, noise analysis, regulatory compliance, natural resource management, cultural resource management, and archaeological services. FCS serves clients in the western United States with a staff of 84 full-time professionals from offices located in Walnut Creek, Sacramento, Fresno, Los Angeles, Irvine (Corporate Office), and San Bernardino.

FCS has completed more than 8,000 environmental planning and natural resources studies throughout California over the past 33 years. This experience provides us with familiarity with sensitive community issues, local plans and policies, and regional, urban, and rural resource characteristics. FCS is experienced in providing on-demand or on-call service to municipal clients, having provided such services to over 35 local government agencies in California. In addition, FCS staff has provided environmental services through every stage of the environmental process, from early planning (constraints analysis and due diligence), through the CEQA/NEPA process, project permitting, and implementation (mitigation implementation, monitoring and documentation).

The FCS team consists of environmental resource leaders who possess a broad understanding of environmental regulations, laws, and compliance. Staff has hands-on experience managing complex projects with diverse challenges, including scheduling and logistics, public relations, long-term field efforts, and multifaceted legal and agency compliance issues. As testament to our skill level, FCS staff is regularly called upon to provide expert testimony, instruct at technical seminars, and lead conferences. We regularly present at Association of Environmental Professionals (AEP), American Planning Association (APA) and Urban Land Institute (ULI) conferences and workshops instruct at local

To accomplish this, FCS is firmly committed to the continuing education of our technical staff members at all levels. We support their involvement in professional associations, legislative conferences, and scientific research forums. We make this investment in our staff to serve our clients; their participation ensures we remain up-to-date on environmental issues and continue to be viewed as an informational resource in the communities we serve.

Project Experience

Gosford Village Shopping Center EIR, City of Bakersfield

FCS prepared an EIR for the development of approximately 700,000 square feet for various retail commercial and service uses. The project is anchored by seven (7) major large-format retail tenants, including a Walmart Supercenter. The major anchor buildings comprise a total of approximately 569,000 square feet. Several smaller retail pads (53,000 square feet) are situated along Gosford Road. Additionally, several small fast-food pads were built as part of the plan, totaling 13,000 square feet. A gas station is situated toward the southern end of the property near Harris Road. Issues of concern included air quality, traffic, and urban decay. The EIR was deemed adequate and successfully upheld by the courts.

Panama Lane Shopping Center EIR, City of Bakersfield

FCS prepared an EIR for the development of two (2) major buildings (one is a Walmart Supercenter), a satellite pad and gasoline fuel station for a total of 379,196 square feet of gross building area on 37.52 acres. The project included the extension of Colony Street, additional intersection signal upgrades, and a drainage dump constructed at the northeast area of the site and subsequent projects such as land division. In 2002, the City of Bakersfield as the lead agency prepared an EIR for the proposed project. Subsequent to the approval and certification of the EIR in February 2003, Bakersfield Citizens for Local Control (BCLC) filed a CEQA challenge, which resulted in the decertification of the EIR in December 2004. Specifically, the Appellate Court ruled that the EIR neglected to address and/or adequately analyze the project's impacts on urban decay, air quality health effects, biological resources (San Joaquin kit fox habitat), and cumulative impacts. FCS was retained by the City to prepare a project-level EIR in accordance with the Court ruling. Issues of concern included air quality, noise, and urban decay. The EIR was deemed adequate and successfully upheld by the courts.

Wasco Center Walmart EIR, City of Wasco

FCS prepared a Subsequent EIR (SEIR) for the construction of a Walmart located within the incorporated limits of the City of Wasco approximately eight (8) miles west of State Route (SR) 99 on SR 46 (Paso Robles Highway) in north-central Kern County. The SEIR is being prepared to assess the environmental impacts associated with the proposed modification to the approved, but not yet constructed, 112-acre Wasco Center. This modification is proposed on 17 acres of the 112-acre Wasco Center. The 17-acres include an approved "Large Box Retail" use that will have a build-out square footage of 158,000. The 112-acre Wasco Center was assessed in a Mitigated Negative Declaration approved in 2008. The proposed project includes the construction of a Walmart, operating 24 hours a day, seven days a week, within the 17-acre site. The primary environmental issues associated with the project include traffic, air quality, noise, greenhouse gas, and urban decay.

North Fresno Walmart Expansion EIR, City of Fresno

FCS is preparing an EIR for a Walmart store relocation project in Fresno. Walmart is proposing to relocate Store No. 1815 from 3680 W. Shaw Avenue to a vacant commercial building on the project site (4080 W. Shaw Avenue). The two sites are located on opposite sides of N. Brawley Avenue. The interior building square footage will be approximately 193,361 and the outdoor garden center will total 5,795 square feet. Issues of concern include noise, traffic, and urban decay. The project is under construction.

Kerman Walmart EIR, City of Kerman

FCS prepared an EIR for an approximately 184,000 square-foot shopping center in Kerman (Fresno County). The shopping center would be anchored by a 160,000 square-foot Walmart store that would retail general merchandise and groceries, and operate 24 hours a day, 7 days a week. The shopping center would feature three outlots that would be tenanted by smaller retail and restaurant uses with a maximum development potential of 24,000 square feet. Issues of concern included aesthetics, land use, noise, public services, traffic, and urban decay. FCS also provided the Air Impact Assessment (AIA) application required to comply with SJVAPCD Rule 9510 – Indirect Source Review mitigation fee regulation.

Visalia Walmart Partial Recirculated EIR, City of Visalia

FCS prepared a Partial Recirculated EIR (PREIR) for a Walmart store expansion project in the City of Visalia. The project would increase the existing store by 54,076 square feet, for a total floor area of 187,282 square feet. The existing 14.55-acre Walmart site would increase to include 3.8 acres of adjacent land for a total site area of 18.35 acres. The project EIR prepared by another firm was legally challenged and the Tulare County Superior Court ruling required the City to address the single issue of cumulative toxic air contaminant impacts. FCS identified a cumulative TAC emission threshold for use in the PREIR supported by substantial evidence. FCS prepared a new Health Risk Assessment and Cumulative TAC Analysis for the project and prepared the PREIR document.

Del Rio Road Commercial Area Specific Plan (Atascadero Walmart) EIR, City of Atascadero

FCS prepared an EIR for a proposed 39-acre Specific Plan that seeks to guide the development of 260,460 square feet of commercial retail and restaurant uses in the City of Atascadero (San Luis Obispo County). The Specific Plan consists of two components: Walmart and the Annex. The Walmart component consists of a 129,560 square-foot Walmart store, two 5,000 square-foot outparcels, and 44 multi-family dwelling units. The Annex component consist of 120,900 square feet of retail and restaurant uses and 6 single-family dwelling units. Issues of concern include biological resources, public services, traffic, and urban decay.

Oroville Walmart EIR, City of Oroville

FCS prepared an EIR for an approximately 200,000 square-foot Walmart store in Oroville (Butte County). The store would retail general merchandise and groceries, and operate 24 hours a day, 7 days a week. Issues of concern included biological resources, hydrology, public services, traffic, and urban decay.

City of Fresno General Plan MEIR and GHG Reduction Plan

FCS prepared a Master EIR for the City of Fresno General Plan and Development Code Update. The Master EIR was certified in December 2014. The Planning Area for the General Plan and Development Code Update encompasses approximately 180 square miles, and the Master EIR includes an evaluation of comprehensive revisions to address the City's vision for the future build out of the Planning Area. Some areas of the City are anticipated to change very little, and others are anticipated to change dramatically. The Master EIR addresses the potential environmental effects of implementing the build out of the General Plan and Development Code Update and specifically evaluates a list of identified subsequent projects. The Master EIR evaluates land use plans and policies, agriculture, housing and population, energy, air quality, greenhouse gas and climate change, noise, geology and seismicity, water resource protection, biological resources, visual resources, cultural resources, public services and utilities, and transportation. In addition, FCS is prepared the Greenhouse Gas Reduction Plan for the General Plan Update.

Tulare County Climate Action Plan

FCS prepared the Tulare County Climate Action Plan that included greenhouse gas emission baseline and future year inventories, quantification of State and local measures to reduce greenhouse gases, a General Plan policy analysis, reduction targets, and implementation and monitoring strategy. The plan includes a process for CEQA projects to demonstrate compliance with the CAP.

Oswell and Brundage Walmart Neighborhood Market Air Quality and Greenhouse Gas Analysis and Rule 9510 Indirect Source Review Compliance Assistance, County of Kern

FCS prepared an **Air Quality and Greenhouse Gas Analysis Report** for a Walmart Neighborhood Market located in the Bakersfield Metropolitan Area for Nasland Engineering. The project consists of construction of an approximately 41,171-square-foot retail building for use as a food and/or general retail store. The report included a complete analysis of criteria pollutants, toxic air contaminants, and greenhouse gases prepared to comply with SJVAPCD and Kern County guidance. FCS also prepared the Air Impact Assessment application to comply with SJVAPCD Rule 9510 – Indirect Source Review.

Chester and Day Avenue Walmart Neighborhood Market Air Quality and Greenhouse Gas Analysis and Rule 9510 Indirect Source Review Compliance Assistance, County of Kern

FCS prepared an **Air Quality and Greenhouse Gas Analysis Report** for a Walmart Neighborhood Market located in Oildale. The proposed project involves the development of a 41,179-square-foot grocery store on the southwest corner of Day Avenue and Chester Avenue in Kern County, California. The report included a complete analysis of criteria pollutants, toxic air contaminants, and greenhouse gases prepared to comply with SJVAPCD and Kern County guidance. FCS also prepared the Air Impact Assessment application to comply with SJVAPCD Rule 9510 – Indirect Source Review.

Key Personnel

Project Director

Mary Bean, AICP has more than 16 years of experience managing the preparation of CEQA and NEPA documents in both the public and private sectors. She is knowledgeable about a broad range of environmental topics, backed by her experience in the field, research, technical writing, and planning. Ms. Bean specializes in leading interdisciplinary teams in the preparation of technical studies that support environmental clearance at the local, state, and national levels. Ms. Bean's depth of experience allows her to be particularly effective in strategizing with clients about the most efficient approach to environmental review. She has completed numerous projects with aggressive schedules and tight budgets.

Project Manager

David Mitchell, MA, has 25 years of experience in air quality and land use planning, including long-range planning, plan implementation, and managing large multi-disciplinary projects. Mr. Mitchell has served as project manager for preparing environmental documents including Negative Declarations, Environmental Impact Reports (EIRs), and standalone air quality and greenhouse gas reports. He possesses extensive experience in air quality and greenhouse gas analysis; CEQA lead agency and commenting functions; air quality plan and rule development; grant and incentive programs; and land use, transportation, and air quality connections. His expertise includes air quality and greenhouse gas impact assessments, mitigation quantification methods, climate action plans, air quality elements, emission inventory development, CEQA compliance, regulation development, state implementation plan issues, , and air pollution control technology.

FCS Legal Counsel

Jennifer Guenther is a practicing attorney for 14 years and is experienced in all aspects of commercial and residential real estate development, including land use applications, zone changes, General and Specific Plan Amendments, and environmental review. She represented a variety of clients, including Fortune 500 companies, community college districts, and developers, as well as with clients in the mining, railroad, and transportation industries. Ms. Guenther has extensive litigation experience with real property and environmental matters, as well as for violation of Federal environmental law in administrative hearings and negotiations with Federal agencies, including matters before the Environmental Protection Agency (EPA) and Office of Debarment, as well as the United States Army Corp of Engineers and the U.S. Fish and Wildlife Service..

Air Quality/GHG Emissions

Elena Nuño, MA has eight (8) years of experience. Her professional history includes working as an air quality specialist with the SJVAPCD where she assisted in the preparation of air quality attainment plans and was responsible for CEQA compliance for Air District rules and permits. As a project manager / air quality analyst in the private sector, Ms. Nuño has assisted with the preparation of numerous Environmental Impact Reports (EIRs) and Negative Declarations (NDs). Moreover, she has authored agricultural land conversion studies and Air Quality Reports and Climate Change Analyses for alternative

Ms. Nuño, has assisted in numerous commercial and residential development projects with regulatory compliance for the SJVAPCD Rule 9510, Indirect Source Review. Ms. Nuño has prepared thorough Air Impact Assessments for projects to achieve maximum emission reduction credits for creditable onsite mitigation measures.

Appendix A: Certificate of Insurance

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/28/2014																																											
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																																															
PRODUCER Desley, Renton & Associates P. O. Box 10550 Santa Ana CA 92711-0550			CONTACT NAME: _____ PHONE: _____ FAX: _____ E-MAIL: _____ ADDRESS: _____																																												
INSURED FCS International, Inc. 1220 Commerce Center, Suite 200 Irvine CA 92602			INSURER(S) AFFORDING COVERAGE		NAIC #																																										
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ACORD 25 (2010/05)

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Appendix B: Resumes

Mary Bean – Vice President, Professional Services

Overview

- 17 Years of Experience
- American Institute of Certified Planners
- Association of Environmental Professionals
- American Planning Association
- Urban Land Institute
- Women's Transportation Seminar

Mary Bean, AICP has more than 16 years of experience managing the preparation of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents in both the public and private sectors. She is knowledgeable about a broad range of environmental topics, backed by her experience in the field, research, technical writing, and planning. Ms. Bean specializes in leading interdisciplinary teams in the preparation of technical studies that support environmental clearance at the local, state, and national levels. Ms. Bean's depth of experience allows her to be particularly effective in strategizing with clients about the most efficient approach to environmental review. She has completed numerous projects with aggressive schedules and tight budgets.

Related Experience

Land Planning

Roddy Ranch Annexation and Master Plan EIR, City of Antioch, CA. The preparation of a Programmatic EIR for this project entailed the annexation of 850 acres into the City of Antioch. The annexation was a product of Measure K, a voter initiative that directed the city to annex and develop the property. The site, in the foothills of Mt. Diablo, included significant areas of sensitive habitat as well as listed species; the protection of these required the establishment of a resource management plan. The Programmatic EIR provided a framework for subsequent analysis at a project-level of review for the construction of 600 residential units, 100 multi-family units, a hotel, and neighborhood commercial uses.

New Farm Master Plan EIR, County of Contra Costa, CA. The project entails the preparation of an EIR for this landmark project that is located outside the boundary of the existing urban limit line (ULL). The project is highly controversial because of its implications for other development projects on the urban fringe. The project is being watched regionally because it proposes a new land use designation—Tassajara Rural Mixed Use—that would allow the development of clustered rural residential uses alongside agriculture and other land use components, without requiring adjustment of the ULL. In addition to the rural residential component, the project also includes an agricultural learning annex, community center, religious facility, cemetery, fire training facility, and road side farm stand.

Mary Bean – Vice President, Professional Services

John Muir Medical Center Campus Master Plan EIR, City of Concord, CA. This project entailed the preparation of the EIR for the seismic upgrade and expansion of the John Muir Medical Center campus, including a new hospital tower to house the Cardiology Center of Excellence, and phased development of three additional campus locations. The project was undertaken in part to meet state-mandated seismic safety standards of Senate Bill 1953. Critical issues included traffic impacts, loss of Heritage trees, demolition of several structures that potentially qualified as historic resources, and noise from proposed helicopter service. Ms. Bean advised the city and applicant on approaches to complete work on an accelerated, aggressive schedule to better ensure that related projects could proceed during the environmental review.

West County Health Center, County of Contra Costa Health Services District, Contra Costa, CA. The Contra Costa Health Services District received a \$16 million grant from the federal Health Resources Services Administration to fund the construction of a new health center. Ms. Bean directed the preparation of CEQA and NEPA documents to clear the project for construction and assess the potential impacts including noise, traffic, and Native American resources. Because of the federal involvement, She assisted also in preparing information for SHPO review, including documentation of contact with representatives of relevant Native American tribes. The County selected a new site for the project mid-way through the review process; Work was done quickly and efficiently to update all CEQA and NEPA documentation to reflect the new location and relevant impact discussions without extending the project schedule.

San Ramon Valley Fire Station, County of Contra Costa, CA. Ms. Bean directed the analysis of a proposed new 9,400-square-foot fire station in the unincorporated community of Alamo in Contra Costa County. Critical issues being investigated in depth include neighborhood compatibility and traffic/pedestrian circulation issues. The project has generated significant community controversy because of noise impacts associated with this type of use. Ms. Bean worked closely with the Fire District and the County to complete the project within a short schedule.

Sufism Reoriented Project EIR, County of Contra Costa, CA. Sufism Reoriented proposes building and operating a new religious facility in the Saranap neighborhood near Walnut Creek. The project entails extensive excavation intended to place 2/3 of the 66,000 square foot building area below grade. Critical issues examined in the EIR include visual impacts and compatibility, transport and disposal of excavated materials, and streetscape improvements.

Buchanan Crossings IS/MND, City of Antioch, CA. Ms. Bean directed the review of a 12-building, 100,000-square-foot commercial project located in a medium- to high-density residential area along the Delta De Anza recreational trail. Ms. Bean also prepared the Draft and Final Initial Study/Mitigated Negative Declaration (IS/MND) for the project. Environmental issues associated with the project included one significant utility easement containing gas lines within project boundaries and two others adjacent to the property (the Contra Costa Canal and Mokelumne Aqueduct).

Mary Bean – Vice President, Professional Services

Alamo YMCA Campus EIR, Contra Costa County, Alamo, CA. Ms. Bean oversaw the preparation of an EIR for this project, which involved the construction of a new 40,300 square foot YMCA facility on an undeveloped 12-acre site in the town of Alamo. The project generated a significant amount of community interest because of the uncertainty surrounding estimating the traffic generation of the project. To address the community concern, an extensive traffic study was conducted using various YMCA facilities in the area, and also undertook sensitivity analyses to ensure that an absolute worst case scenario was evaluated.

Tierra Villas Residential Development Initial Study and Limited Topic EIR, City of Antioch, CA. The Tierra Villas Project entails the proposed subdivision of a 20-acre lot and the construction of 115 single-family homes in southern Antioch. Ms. Mary Bean directed the preparation of an Initial Study to cover most CEQA topic areas and a single-topic EIR focusing on anticipated farmland impacts.

David Mitchell, MA – Project Manager

OVERVIEW

- 25 years' experience

Education

- Master's Degree in Geography – California State University, Fresno
- Bachelor's Degree in Geography – California State University, Fresno

Professional Affiliations

- Member, URBEMIS (Urban Emissions) Statewide Working Group
- Chairperson, San Joaquin Valley Study Agency's Agriculture Technical Committee (AgTech), CA

David Mitchell, MA, has 25 years of experience in air quality and land use planning, including long-range planning, plan implementation, and managing large multi-disciplinary projects. Mr. Mitchell has served as project manager for numerous Negative Declarations, Environmental Impact Reports (EIRs), and air quality projects. He possesses extensive experience in air quality analysis; CEQA lead agency and commenting functions; plan development; rule development; grant and incentive programs; and land use, transportation, and air quality connections. Expertise includes climate action plans, air quality elements, emission inventory development, CEQA compliance, regulation development, state implementation plan issues, air quality impact assessments, air mitigation quantification methods, and air pollution control technology.

EXPERIENCE AND CLIENT SUMMARY

Greenhouse Gas Analysis

- North Fresno Walmart Expansion EIR
- Northwest Fresno Walmart Replacement Store EIR
- Wasco Walmart EIR
- Atascadero Walmart (Del Rio Road Specific Plan) EIR
- Kerman Walmart EIR
- Oroville Walmart EIR
- Lennar Homes Clovis Tract 6025
- McCaffrey Homes Clovis Tracts 6080, 6081, 6082, 6098
- Wilson Homes Clovis Tract 6072
- Wathen Homes Clovis Tract 5176
- Diamond Oaks TTM Visalia
- La Quinta Inn & Suites Clovis

David Mitchell, MA – Project Manager**Climate Action Plans**

- Los Banos Walmart EIR
- Fresno General Plan Update MEIR
- Traver Community Plan, Tulare County
- Pixley Community Plan, Tulare County
- Goshen Community Plan, Tulare County
- Orosi Rock Quarry
- Deer Creek Rock Quarry
- San Joaquin Valley Air Pollution Control District 2003 PM-10 Plan, CA
- Regulation VIII – Fugitive Dust Prohibitions, BACM Amendments, SJVAPCD, CA
- Heavy-Duty Engine Incentive Program, SJVAPCD
- Environmental Audit, Altra Biofuels, Goshen Ethanol Plant, County of Tulare, CA
- Pacific Ethanol Initial Study/Negative Declaration, County of Madera, CA
- City of Fresno Greenhouse Gas Reduction Plan
- Tulare County Climate Action Plan
- City of San Ramon Climate Action Plan
- City of Manteca Climate Action Plan
- City of Hesperia Climate Action Plan
- City of Palm Springs Greenhouse Gas Inventory

Land Use / CEQA Documentation

- Kings County General Plan Air Quality Element
- City of San Ramon 2030 General Plan Air Quality and Greenhouse Gas Element, County of Contra Costa, CA
- City of Hanford Air Quality Element, Kings County, CA
- CEQA Commenting, SJVAPCD, CA
- CEQA Lead Agency, SJVAPCD, CA
- Initial Studies/Negative Declarations, Merced County, CA
- Fast Track CEQA Projects, Tulare County, CA

Other Relevant Projects

- Project Manager, Walmart Expansion Project Partial Recirculated EIR, City of Visalia, County of Tulare, CA
- Project Manager, Tesoro Viejo Specific Plan Voluntary Emission Reduction Agreement, County of Madera, CA
- Indirect Source Review, Rule 9510 Development, San Joaquin Valley Air Pollution Control District (SJVAPCD)

Publications

Guide for Assessing Air Quality Impacts David Mitchell, MA -- Project Manager

- Managed and co-authored the District's guidance for local agencies and consultants addressing air quality impacts in CEQA documents
- The document was widely used as a model by other air districts.
- Air Quality Guidelines for General Plans
 - Prepared a guidance document for local agencies to use for addressing air quality issues in their general plans
 - The document won an award from the California Chapter of the American Planning Association (APA). An update to replace outdated information was completed in 2005.

Jennifer Guenther – Director / General Counsel

OVERVIEW

- 14 Years' Experience

Education

- University of San Diego School of Law (1999)
- Bachelor's Degree, International Studies – Jackson School of International Studies, University of Washington

Professional Affiliations

- Board Member – National Association of Women Lawyers (NAWL)

Jennifer Guenther is a practicing attorney for 14 years and is experienced in all aspects of commercial and residential real estate development, including land use applications, zone changes, General and Specific Plan Amendments, and environmental review. She represented a variety of clients, including fortune 500 companies, Community College Districts, and developers, as well as with clients in the mining, railroad, and transportation industries. Ms. Guenther has extensive litigation experience with real property and environmental matters, as well as for violation of Federal environmental law in administrative hearings and negotiations with Federal agencies, including matters before the Environmental Protection Agency (EPA) and Office of Debarment, as well as the United States Army Corp of Engineers (USACE) and the U.S. Fish and Wildlife Service (USFWS).

As General Counsel, Ms. Guenther is charged with ensuring that the company maintains the highest quality standards while assisting clients to develop sustainable business practices that allow organizations to grow and operate, improve environmental compliance, and boost their bottom line.

EXPERIENCE AND CLIENT SUMMARY

- Redlands Crossing Commercial Development, Entitlement Attorney for Walmart. (2012)
Managed highly controversial, approximately 300,000 sf commercial development with EIR (completed by FCS/MBA), that was successfully in a CEQA litigation challenge.
- Save Atascadero v. City of Atascadero, Lead Litigation Attorney for Walmart. (2013)
Successfully defended CEQA legal challenge to large specific plan, including mixed-use, commercial, and residential.
- Successfully defended Los Angeles Community College District against challenge to development of site for private lease agreements.
- Successfully Defended General Plan Amendment and Redevelopment Master plan for the future redevelopment of a significant area of the City of San Bernardino, 2007

Jennifer Guenther – Director / General Counsel

- Successfully negotiated dismissal of lawsuit and resolution of dispute between a local advocacy group and private residential developer of exclusive gated community development. Successfully represented developer in manner which avoided limiting number of lots and reduce overall success of development.

Elena Nuño, MA – Senior Air Quality/GHG Emissions Analyst

OVERVIEW

- Eight (8) years' experience in air quality for agricultural land conversion studies and Air Quality Reports and Climate Change Analyses for alternative energy, commercial, residential, and industrial projects

Education

- Master's Degree in Public Administration – California State University, Fresno
- Bachelor's Degree in Geological and Environmental Sciences – Stanford University

Professional Affiliations

- American Planning Association (APA)
- Association of Environmental Professionals (AEP)

Elena Nuño, MA has eight years of experience. Her professional history includes working as an air quality specialist with the San Joaquin Valley Air Pollution Control District (SJVAPCD) where she assisted in the preparation of air quality attainment plans and was responsible for CEQA compliance for Air District rules and permits. As a project manager / air quality analyst in the private sector, Ms. Nuño has assisted with the preparation of numerous Environmental Impact Reports (EIRs) and Negative Declarations (NDs). Moreover, she has authored agricultural land conversion studies and Air Quality Reports and Climate Change Analyses for alternative energy, commercial, residential, and industrial projects.

Ms. Nuño has assisted in numerous commercial and residential development projects with regulatory compliance for the SJVAPCD Rule 9510, Indirect Source Review. Ms. Nuño has prepared thorough Air Impact Assessments for projects to achieve maximum emission reduction credits for creditable onsite mitigation measures.

EXPERIENCE AND CLIENT SUMMARY

- | | |
|---|---|
| • 2003 PM-10 Plan, SJVAPCD, Fresno County, CA | • California State University Fresno Campus Master Plan EIR, Fresno County, CA |
| • Reina Ranch Residential Development Project Draft EIR, Kern County, CA | • Selma Crossings EIR, City of Selma, Fresno County, CA |
| • Ag Power Partners / Moonlight Dairy Anaerobic Digester Permit Assistance, Tulare County, CA | • Columbard Dairy Anaerobic Digester Initial Study / proposed Negative Declaration, Merced County, CA |

Elena Nuño, MA – Senior Air Quality/GHG Emissions Analyst

- Kings County Air Quality Element
- Air Quality Guidelines for General Plans, SJVAPCD, Fresno County, CA
- Guide for Assessing and Mitigating Air Quality Impacts, SJVAPCD, Fresno County, CA
- CEQA Lead Agency, SJVAPCD, Fresno County, CA
- Cambrian Energy LLC Teapot Dome Landfill, County of Tulare, CA
- City of San Ramon 2030 General Plan Air Quality and Greenhouse Gas Element, County of Contra Costa, CA
- Tulare Motor Sport Complex EIR, City of Tulare, CA
- Tulare County Climate Action Plan, CA
- City of San Ramon Climate Action Plan, County of Contra Costa, CA
- Draft Environmental Impact Report (DEIR) for the Diamond Springs Parkway for the County of El Dorado, CA
- City of Hesperia Climate Action Plan, County of San Bernardino, CA
- Pacific Ethanol Initial Study/Negative Declaration, County of Madera, CA
- On-Call Initial Studies/Negative Declarations, Merced County, CA



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Bid Results for the Waste Water Treatment Facility (WWTF) Sludge De-watering and Electric Air Blower Project

SOURCE: Public Works

COMMENT: On April 15, 2015, staff received seven (7) bids for the WWTF Sludge De-watering and Electric Air Blower Project. The project will be located at the City of Porterville Waste Water Treatment Facility. On June 4, 2013, Council approved the pre-selection of a screw press de-watering machine and three electric blowers. The current method of processing the sludge consists of piping the sludge in liquid form 5½ miles to the sludge drying beds adjacent to the Sports Park. The power cost associated with pumping heavy liquid sludge to the drying beds is substantial. The sludge dewatering machine, known as a screw press, will compress the water content from the sludge, allowing staff to truck the much drier sludge to the sludge drying beds.

The electric blowers will replace the Waukesha methane driven blowers that are nearing the end of their useful life. The cost to repair the Waukesha engines has become prohibitive but we continue to use them because they have been “grandfathered in” with regard to their air quality performance. The electric blowers are more efficient and easily meet and exceed all air quality performance requirements. The bids are as follows:

Contractor	Amount
1. Cushman Contracting Corporation Goleta, CA	\$ 3,561,739.00
2. Green Building Corporation North Hollywood, CA	\$ 3,696,016.00
3. TNT Industrial Contractors Sacramento, CA	\$ 3,801,460.00
4. Dawson Mauldin Construction Huntington Beach, CA	\$ 4,030,200.27
5. Clark Brothers Incorporated Dos Palos, CA	\$ 4,280,770.00

- | | | |
|----|---|-----------------|
| 6. | Specialty Construction
San Luis Obispo, CA | \$ 4,295,089.00 |
| 7. | Spiess Construction
Santa Maria, CA | \$ 4,280,770.00 |

The Estimate of Probable Cost for construction is \$2,789,500. The lowest responsive bid is 27.68% over the estimate. An additional \$356,173.90 is necessary for the construction contingency (10%) and it is anticipated that an additional \$178,086.95 (5%) is needed for construction management, quality control, and inspection services for a total estimated project cost of \$4,095,999.85.

It is City Council's policy to reject all bids when the bid exceeds 10% of the Engineer's Estimate. The funding source for this project is the Wastewater Treatment Facility Capital Reserve account which was approved in the 2014/2015 Annual Budget, and appropriation of additional funds, which are available, is necessary to fully finance the project.

The higher than anticipated bids are due to the fact that during the final design stages (95% to 100%) and during the bidding process, City staff and bidders proposed including additional items of work that were not accounted for in the original estimate. The consultant at AECOM, the consultant/designer, sent a memorandum describing the changes. The memorandum is attached for the Council's reference. Accounting for the alterations, the revised engineers estimate would amount to \$3,224,500. The lowest responsive bid would be 10.46% over the revised engineers estimate.

Staff is recommending award of the contract due to the procurement of the equipment, which has been delivered to the wastewater treatment facility for storage. In addition, and as part of the purchase negotiations, the City paid 10% upfront while the remaining 90% would be paid by the Contractor. In order for the manufacturer to get paid in a timely manner, a contractor must be under contract so that the remaining purchase amounts can be paid.

RECOMMENDATION: That the City Council:

1. Award the WWTF Sludge De-watering and Electric Air Blower Project to Cushman Contracting Corporation in the amount of \$3,561,739.00;
2. Authorize a 10% contingency to cover unforeseen construction costs;
3. Authorize 5% for construction management, quality control and inspection; and
4. Authorize the Finance Director to appropriate the additional

funds needed to finance the project.

ATTACHMENTS:

1. De-watering Locator Map
2. AECOM Memo

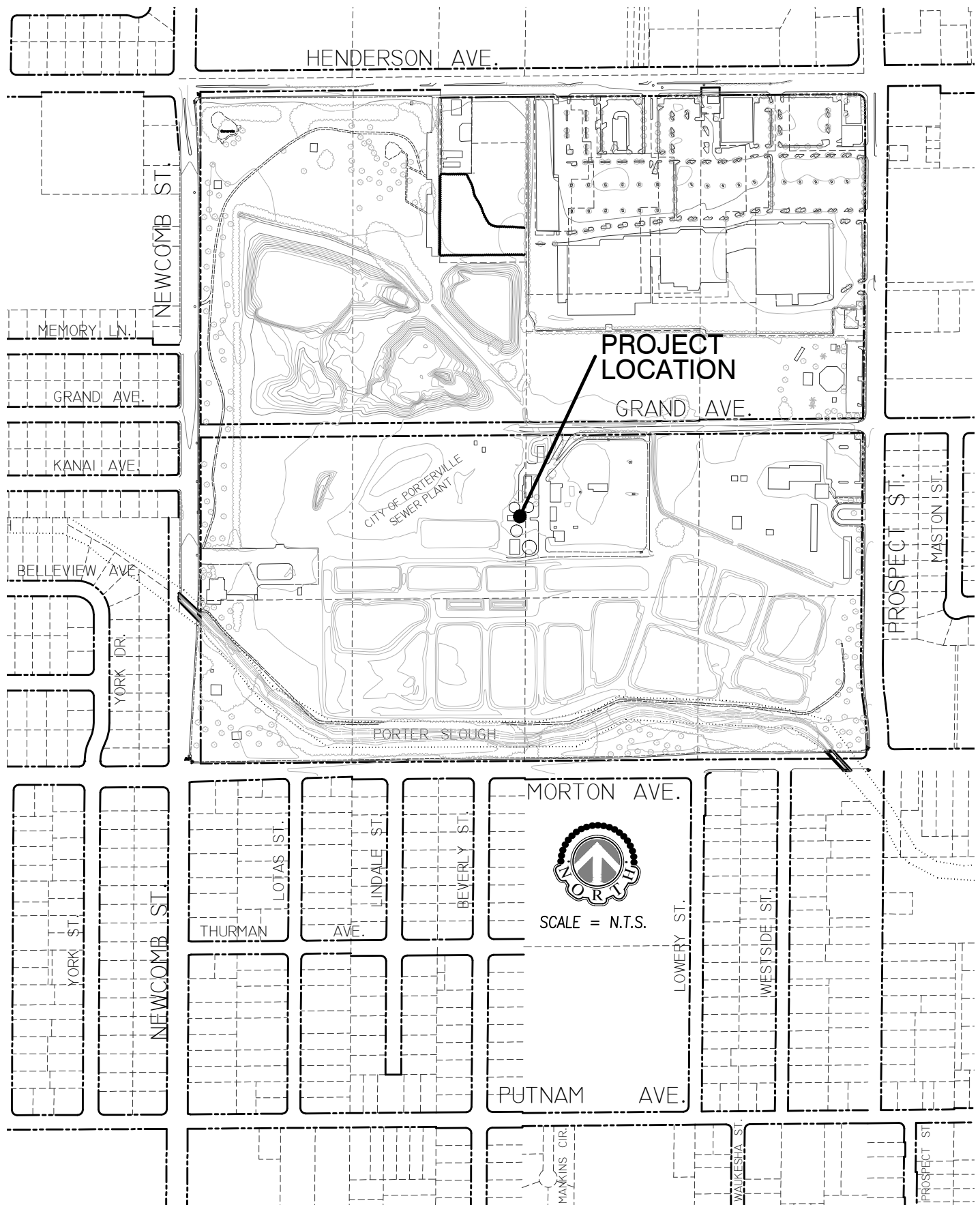
Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE

ENGINEERING DIVISION

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

WWTF SLUDGE DE-WATERING AND ELECTRIC AIR BLOWER PROJECT

OWNER	-
APN	-
AREA	-
ACRES	-
SCALE	N.T.S.
DATE	-
DRAWN BY	-
CHECKED BY	-

Memorandum

To Daniel Cervantez, PE
City of Porterville

Page 1

CC

Subject Blower & Solids Dewatering Project Bid Review

From J. T. Gardiner, PE

Date April 23, 2015

On April 21, 2015 the City of Porterville provided AECOM with a copy of the bid tabulation for the Blower and Solids Dewatering Project. The low bid, submitted by Cushman Contracting Corp., was in the amount of \$3,561,739. Previously, on January 14, 2015, AECOM provided the City with a project cost estimate totaling \$2,789,500. The low bid is \$772,239 or roughly 27.7 percent higher than the project cost estimate provided.

In response to your request we offer the following items to consider in accepting the bid from Cushman as received:

1. The project cost estimate was prepared after submittal of the 95% design to the City for review and comment. We were not given the opportunity to update the estimate following incorporation of the City's comments in the 100% design.
2. At the design review meeting held on February 2, 2015, the City directed AECOM to design the replacement of the electrical panels in the switchboard room of the existing Blower Building. This work, which has a significant cost, was added to the project. The estimated cost for this work including a 10% contingency consistent with the cost estimate submitted is \$275,000.
3. At the design review meeting held on February 2, 2015, the City directed AECOM to include the replacement of all of the 3-inch butterfly valves on the air piping at Claerator No.2. This work was added to the project. The estimated cost for this work would add about \$20,000 to the cost estimate.
4. At the pre-bid job walk, plant staff emphasized the need for the Contractor to provide temporary piping to maintain operations of Plant Nos. 1, 3 and 4 for the duration of the project. This requirement was officially added to the bid documents by addendum. The estimated cost for this work including contingency is \$120,000.
5. At the pre-bid job walk, plant staff emphasized the need for the Contractor to stage the removal and demolition work within the blower building. The staging of this work is estimated to increase the cost of the project by about \$20,000.
6. The project includes installation of equipment (3 blowers and the screw press) pre-ordered by the City. This equipment has been manufactured, delivered and is in storage at the wastewater treatment plant. As part of the purchase negotiations with the manufacturers,

the City was to pay the manufacturers 10 percent for the order and the remaining 90 percent of the purchase price would be paid by the installation Contractor. Since the equipment has been delivered, in order to act in good faith the City needs to put the site Contractor under contract so that the remaining purchase amounts can be paid to the manufacturers in a timely manner.



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Acceptance of Improvements - Riverview Estates No. 5 (Gary Smee - Smee Builders, Inc.)

SOURCE: Public Works

COMMENT: The Subdivider, Gary Smee – Smee Builders, Inc., has requested that the public improvements constructed for his subdivision be accepted by the City for maintenance. All required improvements, excluding sidewalks, have been completed, inspected by City staff and found to be acceptable. A Landscape and Lighting District (LLD) was also a requirement of the development. Improvements associated with the district have also been inspected by City staff and found to be acceptable.

The Subdivider has submitted a one (1) year maintenance guarantee for five percent of the total cost of improvements. A surety for covering the costs of the remaining public sidewalks is on file as well.

RECOMMENDATION: That City Council:

1. Accept the public improvements, including those related to the Landscape & Lighting District of Riverview Estates No. 5 Subdivision for maintenance;
2. Authorize the City Clerk to file the Notice of Completion; and
3. Release the payment guarantee thirty-five (35) days after recordation, provided no liens have been filed.

ATTACHMENTS: 1. Locator Map

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

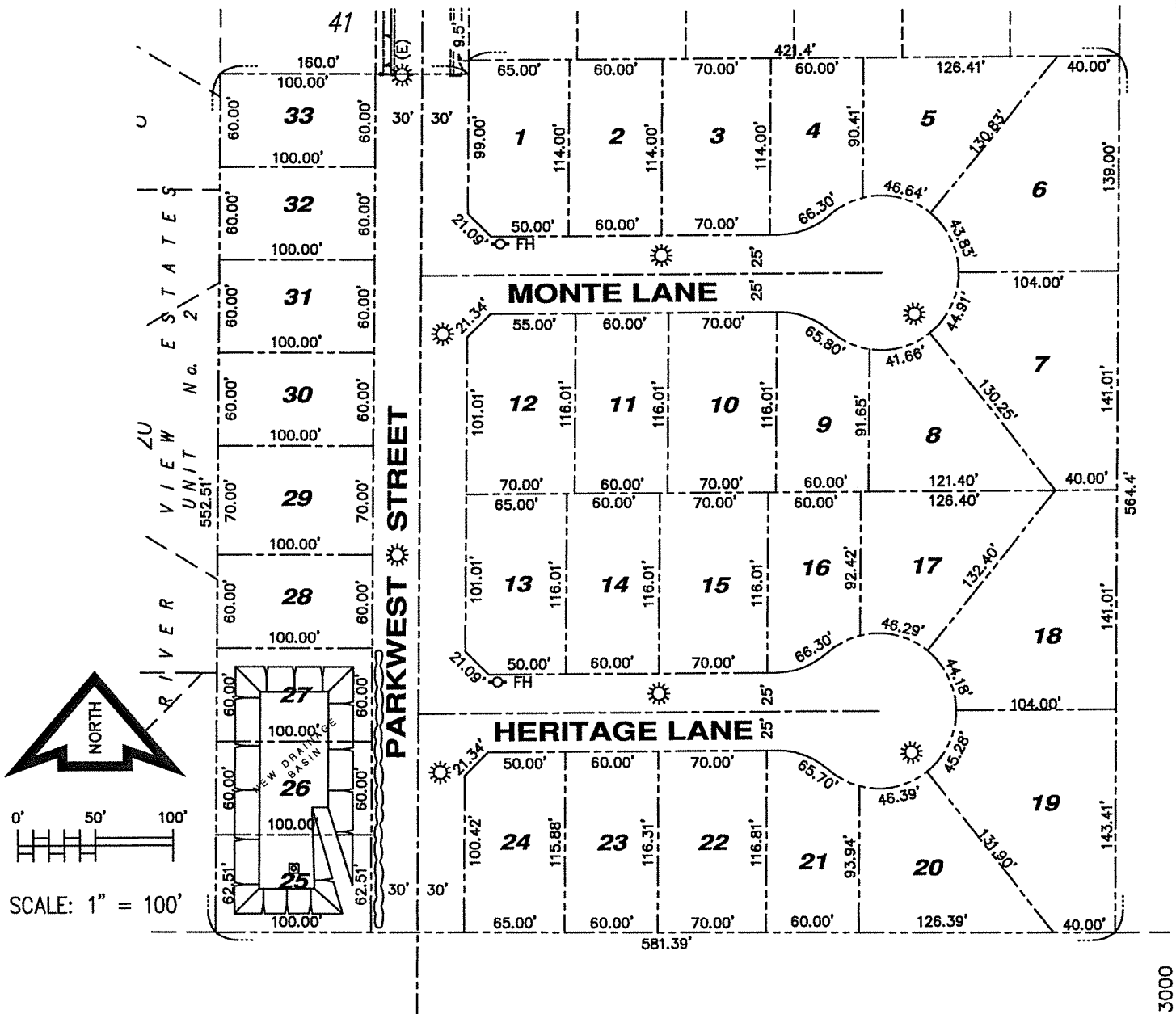
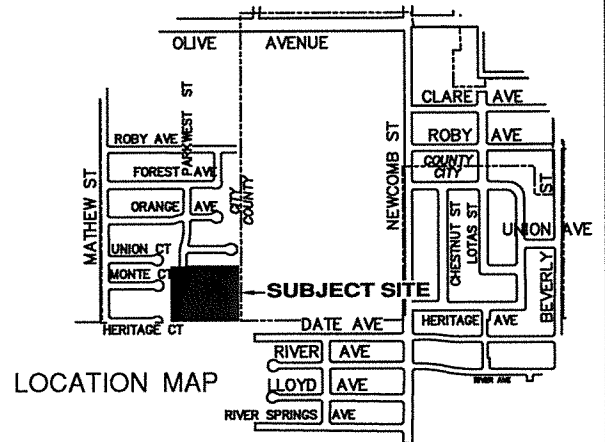
Final Approver: John Lollis, City Manager

RIVERVIEW ESTATES NO. 5

CITY OF PORTERVILLE

LEGEND

-  STREET LIGHTS (7 ea.)
-  FIRE HYDRANT (2 ea.)
-  LANDSCAPE AREA (2,190 S.F.)





CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Request to Set a Public Hearing for June 2, 2015, to Consider Moving Into Phase III of the City's Water Conservation Plan

SOURCE: Public Works

COMMENT: On March 17, 2015, the State Water Resources Control Board ("State Water Board" or "Board") adopted an expanded emergency conservation regulation to safeguard the state's remaining water supplies as California enters a fourth consecutive dry year. The effective date of the expanded emergency conservation regulation was March 27, 2015.

The 2015 emergency conservation regulation prohibits:

- Using potable water to wash sidewalks and driveways;
- Allowing runoff when irrigating with potable water;
- Using hoses with no shutoff nozzles to wash cars;
- Using potable water in decorative water features that do not recirculate the water;
- Irrigating outdoors during and within 48 hours following measurable rainfall.

The prohibitions above apply to businesses and residents. In addition, the 2015 emergency regulation also focuses on the restaurant and hospitality sector:

- Restaurants are prohibited from serving water to their customers unless the customer requests it; and
- Hotels and motels must offer their guests the option to not have their linens and towels laundered daily, and prominently display this option in each guest room.

Large urban water suppliers (serving >3000 connections) must:

- Impose restrictions on outdoor irrigation;
- Notify customers about leaks that are within the customer's control;
- Report on water use monthly; and
- Report on compliance and enforcement.

On April 1, 2015, the Governor issued an Executive Order that the Water Board shall impose restrictions to require that commercial, industrial, and institutional properties, such as campuses, golf courses, and cemeteries, immediately implement water efficiency measures to reduce potable water usage in an amount consistent with the reduction targets mandated by the Executive Order.

The Water Board shall prohibit irrigation with potable water of ornamental turf on public street medians. The Water Board shall prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by

drip or microspray systems. The Water Board shall direct urban water suppliers to develop rate structures and other pricing mechanisms, including, but not limited to, surcharges, fees, and penalties, to maximize water conservation consistent with statewide water restrictions. (The April 21, 2015, ruling on the San Juan Capistrano case, regarding tiered rates, has put this item of the Governor's plan in question).

The current regulations limit the number of days per week that outdoor irrigation is allowed. Urban water suppliers with water shortage contingency plans can rely on limitations in their plans if they exist. Plans with no limitations must restrict outdoor watering to two-days-per-week. Water shortage contingency plans can be amended to impose day-per-week restrictions in lieu of implementing the two-day-per-week plan.

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 courtesy reminder for all unwitnessed occurrences and staff will be processing all reported issues.

Witnessed violators will be processed by the following:

- 1st occurrence will be subject to a warning;
- 2nd occurrence within a 12-month period will result in a citation of a \$100 fine;
- 3rd occurrence within a 12-month period will result in a citation of a \$200 fine;
- 4th occurrence within a 12-month period will result in a citation of a \$500 fine.

The State Water Board can issue cease and desist orders against water agencies that don't impose mandatory outdoor irrigation restrictions upon their retail customers. Water suppliers that violate cease and desist orders are subject to civil liability of up to \$10,000 a day.

On April 1, 2015, the Governor issued an Executive Order that directed the State Water Board to implement mandatory water reductions in cities and towns across California to reduce potable urban water usage by 25 percent statewide. On April 18, 2015, the State Water Board released revised proposed regulations that would require the City of Porterville to meet a 32% water usage reduction as compared to 2013. The Emergency rulemaking formal notice is set for April 28, 2015, and the Board hearing and adoption is going to be either May 5th or 6th, 2015. The required date of implementation is estimated to be June 1, 2015.

In order for the City of Porterville to meet the 32% reduction in water usage, it is recommended the City transition from Phase II to Phase III of the City's Water Conservation Plan. The main component of Phase III is the limitation to 2-days-per-week outdoor watering.

RECOMMENDATION: That City Council set a Public Hearing for June 2, 2015, to consider transitioning from Phase II to Phase III of the City's Water Conservation Plan.

ATTACHMENTS: 1. Drought Response Phase III Flyer

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



DROUGHT RESPONSE Phase III

- **Mandatory Odd/Even Watering Schedule**, based on address. Residents will be allowed **TWO** days a week to water lawns and landscapes. No watering allowed on Mondays, Thursdays, and Fridays.
- Watering is prohibited between the hours of **5:00 AM to 10:00 AM** and **5:00 PM to 10:00 PM**.
- No watering outdoor landscapes during and within **48** hours after measurable rainfall.
- Excessive water runoff is prohibited.
- The washing of sidewalks and driveways is prohibited.
- Vehicles shall only be washed on designated watering days and with a hose equipped with a shut-off nozzle.
- The operation of ornamental water features is prohibited unless the fountain uses a recycling system.
- Non-compliance with Phase III water conservation regulations could result in citations with fines up to **\$500**.

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule

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

Odd Address

Even Address

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

Mandatory Odd/Even Watering Schedule

Excessive water runoff prohibited

The washing of sidewalks and driveways is prohibited

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

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

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

NO WATERING ON MONDAYS, THURSDAYS, AND FRIDAYS.



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Consideration of Participation in the Tule River Basin Integrated Regional Water Management Plan

SOURCE: Public Works

COMMENT: As a public agency providing water services, the City of Porterville has been invited to participate in the Tule River Basin Integrated Regional Water Management Plan ("IRWMP" or "Plan") group. The concept was initiated by the Deer Creek & Tule River Authority and its member districts with the intent to take advantage of special funding opportunities provided to regions with an IRWMP. Realizing that the Plan should consider all significant water users within the Tule River Sub-basin, the Deer Creek & Tule River Authority has asked the City of Porterville, as well as the County of Tulare, Angiola Water District, and Pioneer Water Company to participate.

By becoming a stakeholder in the IRWMP group, the City may have additional opportunities to receive grant funds through the State. While funding and the associated match would be defined on a case per case basis, projects that involve assisting disadvantaged communities, such as East Porterville, could be 100% grant funded. A groundwater recharge project, for example, could be proposed through this program and would likely score well.

A draft Memorandum of Understanding is attached, but edits are still being considered by the group. If the City Council elects to participate as a stakeholder, there are cost sharing requirements associated with preparation of the Plan. At this time, rough estimates of approximately \$10,000 per stakeholder are anticipated to complete the IRWMP.

RECOMMENDATION: That the City Council confirm interest in becoming a stakeholder in the Tule River Basin Integrated Regional Water Management Plan and authorize staff to participate in the development of a Memorandum of Understanding for the plan.

ATTACHMENTS: 1. Preliminary Draft MOU

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

**MEMORANDUM OF UNDERSTANDING
Tule River Basin IRWMP Group**

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), effective this _____, by and between the LOWER TULE RIVER IRRIGATION DISTRICT ("Lower Tule"), the PIXLEY IRRIGATION DISTRICT ("Pixley"), the PORTERVILLE IRRIGATION DISTRICT ("Porterville ID"), the SAUCELITO IRRIGATION DISTRICT ("Saucelito"), the TEA POT DOME WATER DISTRICT ("Tea Pot Dome"), the TERRA BELLA IRRIGATION DISTRICT ("Terra Bella"), the VANDALIA IRRIGATION DISTRICT ("Vandalia"), (the foregoing Parties shall hereafter be referred to as the "DCTRA Parties") the DEER CREEK & TULE RIVER AUTHORITY ("Authority"), the COUNTY OF TULARE ("County"), the CITY OF PORTERVILLE ("City"), ANGIOLA WATER DISTRICT, ("Angiola"), PIONEER WATER COMPANY, ("Pioneer"), hereinafter collectively "Parties" and individually "Party", is made in light of the following:

RECITALS:

WHEREAS, both the Integrated Regional Water Management Planning Act of 2002, found in Division 6, Part 2.2 of the California Water Code, and the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002, found in Division 26.5 of the California Water Code, authorize and encourage public entities to develop an integrated regional water management plan ("IRWMP");

WHEREAS, it is in the interest of the Parties, and the region served by the Parties, to have the water resources of each Party responsibly managed, protected and conserved to the extent feasible;

WHEREAS, the Parties desire to form a regional water management group, as defined in California Water Code §10539, to take the steps outlined in the Integrated Regional Water Management Planning Act of 2002 to prepare an IRWMP for the Tule Basin,

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

Section 1: Definitions

1.1 "Tule River Basin" for the purposes of the IRWMP shall mean the area covered by this IRWMP, which will hereafter be determined by the Parties as part of the preparation of the IRWMP. Parties acknowledge the boundaries of this Tule River Basin IRWMP are not the same boundaries of the Tule Basin defined in California Department of Water Resources Bulletin 118.

1.2 "Tule River Basin IRWMP" shall be the name for the IRWMP, the preparation of which is the objective of this MOU.

1.3 "Tule River Basin IRWMP Group" shall mean the group created by this MOU, which the parties hereto agree shall be responsible for preparation and implementation of the Tule River Basin IRWMP. The Tule River Basin IRWMP Group shall be governed and managed as provided in Section 4 herein.

1.4 "Special Project Agreement" shall mean an agreement between one or more of the Parties to this MOU and the remaining Parties of the Tule River Basin IRWMP Group for the administration of special project grant applications and for grant implementation for projects as may be identified in the Tule River Basin IRWMP or through subsequent processes thereunder. Costs in administering a Special Project Agreement shall not be shared under the terms of this agreement, specifically Section 3 hereof, and instead shall be paid by the proponents of the projects as shall be set forth in the Special Project Agreement.

1.5 "Authority" shall mean the Deer Creek and Tule River Authority a joint powers authority covering approximately 289,448 acres in Tulare County comprised of the the Lower Tule River Irrigation District, Pixley Irrigation District, Porterville Irrigation District, Saucelito Irrigation District, Stone Corral Irrigation District, Tea Pot Dome Water District, Terra Bella Irrigation District, and Vandalia Irrigation District.

Section 2: Purposes and Goals

2.1 The Parties desire to coordinate their efforts to do the following:

2.1.1 Act as a regional water management group as defined in California Water Code §10539.

2.1.2 Follow the notice, hearing and other procedures outlined in California Water Code §10543, paragraphs (a) and (b), together with all other applicable law, to determine whether to prepare the Tule River Basin IRWMP.

2.1.3 Timely prepare the Tule River Basin IRWMP and adopt said IRWMP, all in accordance with the provisions of the Integrated Regional Water Management Planning Act of 2002 (California Water Code §10530 et seq.), together with all other applicable law.

2.1.4 Create a governing structure for the implementation and operation of the Tule River Basin IRWMP as more specifically identified herein said IRWMP.

2.1.5 Provide for project grant preparation, submission and implementation services for identified water supply and management enhancement projects to ensure that such projects are pursued in a manner that is consistent with the

provisions of the adopted Tule River Basin IRWMP. It is understood that such services shall only be provided pursuant to Special Project Agreements providing for the payment of the costs of such services by project proponents.

Section 3: Cost Sharing

3.1. Each Party agrees to share the costs to accomplish the purposes and goals identified above in Section 2 according to the cost share allocations as provided in Exhibit A.

3.2 If no grant funds are obtained for the preparation of the Tule River Basin IRWMP, the Parties will perform such work only upon a majority vote of the Governing Board. No costs shall be incurred for a period of 60 days following such decision to allow for the withdrawal of a Party from this MOU pursuant to Section 5.1 below, unless all parties in writing consent to immediate incursion of costs.

3.3 The Authority shall be the recipient of all bills incurred in connection with the work authorized by this MOU. The Authority shall be responsible for notifying the other Parties of such bills. Each of the Parties shall pay its respective share of each bill within forty-five (45) days of notification of the same by the Authority. The Authority shall keep an accurate accounting of the bills it receives and all monies received for the payment of same. Each of the Parties shall be entitled to inspect the records of the Authority with respect to the matters described in this Section 3.

3.4 Costs for Special Project Agreements. Costs in administering a Special Project Agreement shall not be shared under the terms of this agreement, specifically this Section 3 hereof, and instead shall be paid by the beneficiaries of the projects as shall be set forth in the Special Project Agreement.

Section 4: Governance

4.1 Governing Board. As the primary body involved with the governance of the Plan, the Tule River Basin IRWMP Group shall be led by a governing board ("the Governing Board") composed of one designated primary representative from each of the Parties to the MOU except for the Authority, together with those who may hereafter be added as members of the Tule River Basin IRWMP Group. Each Party shall also designate an alternate representative to attend meetings of the Governing Board when the designated primary representative is unable to do so and in such situations the alternate representative shall represent the Party. A Chair and Vice Chair of the Governing Board shall be elected for a two year term by the members of the Governing Board from among its members. The Chair shall be the presiding officer at all Board meetings, and the Vice Chair shall serve in the absence of the Chair. The Governing Board members shall also appoint a Secretary by a majority vote. The Secretary is not required to be a member of the Board. The Secretary shall be responsible for keeping the minutes of all Board meetings and all of the official records of the Board.

4.2 Capacity of the Authority. It being recognized that the Authority is a Joint Powers Agency made up of the DCTRA Parties, among other public agencies, the Authority's interests are represented fully by the DCTRA Parties and therefore the Authority does not have the need for separate representation on the Governing Board and is not a party to the cost sharing provisions of this Agreement. However, the Authority is Party to this Agreement for the purpose of being designated as the administrative representative of all of the Parties for the purposes of this MOU, and shall act in such capacity as requested and directed by the Governing Board. To the extent the Governing Board directs the Authority to undertake specific administrative actions in support of this MOU, the Governing Board shall authorize reimbursement of costs of such actions to be shared as shared costs pursuant to Section 3 of this Agreement.

4.3 Stakeholder Advisory Group. A stakeholder advisory group has participated extensively in many of the details involving the formation of the Tule River Basin IRWMP that preceded this MOU and will continue to be involved in reviewing the preparation, approval and implementation of the IRWMP. A group comprised of many of the same individuals and entity representatives, together with all other persons interested in the plan who desire to be a member of such group ("Tule IRWMP Advisory Group"), shall be formed to participate in advising the Governing Board on the drafting, adoption and implementation of the Plan. The initial members of the Tule IRWMP Advisory Group shall be as provided in Exhibit B.

The Tule IRWMP Advisory Group shall elect from among its members a Chair and a Vice Chair to conduct the meetings of the Tule IRWMP Advisory Group. The Chair shall be the presiding officer at all Board meetings, and the Vice Chair shall serve in the absence of the Chair. The Tule IRWMP Advisory Group shall appoint one individual and one alternate to serve on the Governing Board for a term of two years each. The Tule IRWMP Advisory Group shall also select by a majority vote a Secretary for the Advisory Group. The Secretary is not required to be a member of the Advisory Group. The Secretary shall be responsible for keeping the minutes of all Advisory Group meetings and all of the official records of the Advisory Group. Any votes by the Advisory Group shall be based on one vote per listed member.

The first meeting of the Tule IRWMP Advisory Group shall be called by the Chair of the Governing Board. Actions of the Tule IRWMP Advisory Group shall be by majority vote of those present at a duly called and noticed meeting and shall be limited to action to advise the Governing Board and to appoint members to such Board in the manner provided in this paragraph 4.3.

4.4 Actions of the Governing Board. Actions requiring the approval of the Governing Board shall only be taken after approval of a majority of the Parties present during a duly noticed meeting of a quorum of the Governing Board. The aforementioned actions include, but are not limited to, adoption of the final recommended Tule River Basin IRWMP, any formal changes to the Plan, and changes to this MOU. Before taking any action to direct the performance of formal changes to the Plan, the Governing Board shall hold a public hearing and consider any and all

advice from the Tule IRWMP Advisory Group and comments from other members of the public.

4.5 Upon preparation of the Tule River Basin IRWMP, the Governing Board shall conduct any required hearings and shall consider and take action as determined to recommend adoption of the plan by the governing bodies of the Parties hereto. The Tule River Basin IRWMP shall not be considered adopted until it has been accepted by all of the Parties through action of their governing legislative bodies. After such adoption, the Governing Board shall have decision making authority as described in the adopted Tule River Basin IRWMP.

4.6 Meetings. All meetings of the Governing Board or the Tule IRWMP Advisory Group may be called by the Chair of the respective group or any two members of the group by providing the notice of such meeting as required by law. Meetings of either shall be held in a location as designated by the Authority, unless the Governing Board or the Tule IRWMP Advisory Group takes action to hold one or more of its meetings at a different location. All meetings of the Governing Board and the Tule IRWMP Advisory Group shall be in compliance with the requirements of the Ralph M. Brown Act found in California Government Code Sections 54950 et seq.

Section 5. General Provisions

5.1. Term. This MOU shall become effective on the date first above written and shall remain in effect until terminated by the Parties. Any Party may terminate its participation in this MOU upon 60 days notice to the remaining Parties; provided, however, any Party so terminating its participation in this MOU shall be responsible for its share of the costs incurred by the Parties through the date of said notice. To the extent a Special Project Agreement involving the withdrawing Party is in effect at the date of notice of termination, the terms of such Special Project Agreement shall remain in effect notwithstanding termination of that Party's interest in this MOU.

5.2 Additional Parties. Upon written approval of all of the Parties, other local public agencies, as defined in California Water Code §10533, may become parties to this MOU.

5.3 Construction of Terms. This MOU is for the sole benefit of the Parties and shall not be construed as granting rights to or imposing obligations on any person other than the Parties.

5.4 Good Faith. Each Party shall use its best efforts and work in good faith for the expeditious completion of the purposes and goals of this MOU and the satisfactory performance of its terms.

5.5 Rights of the Parties and Constituencies. This MOU does not contemplate the Parties taking any action that would:

- 5.5.1 Adversely affect the rights of any of the Parties; or
- 5.5.2 Adversely affect the constituencies of any of the Parties.

5.6 Execution. This MOU may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this MOU represent that they have the authority to sign this MOU and to bind the Party for whom they are signing.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding to be effective as of the date first above written.

Dated: _____

Lower Tule River Irrigation District

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for Lower Tule River ID

Dated: _____

Pixley Irrigation District

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for Pixley ID

Dated: _____

Porterville Irrigation District

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for Porterville ID

Dated: _____

Saucelito Irrigation District

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for Saucelito ID

Dated: _____

Terra Bella Irrigation District

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for Terra Bella ID

Dated: _____

Tea Pot Dome Water District

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for Tea Pot Dome WD

Dated: _____

Vandalia Irrigation District

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for Vandalia ID

Dated: _____

Deer Creek & Tule River Authority

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for DCTRA

Dated: _____

County of Tulare

By: _____

Title: _____

Dated: _____

Approved as to form:

Tulare County Counsel

Dated: _____

City of Porterville

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for City of Porterville

Dated: _____

Angiola Water District

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for Angiola WD

Dated: _____

Pioneer Water Company

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for Pioneer Water Company

Exhibit A
Cost Sharing Allocations

The costs of the items described in Section 2.1.1 – 2.1.4 shall be shared between the member agencies, Lower Tule, Pixley, Porterville ID, Saucelito, Tea Pot Dome, Terra Bella, Vandalia, County, City, Angiola, and Pioneer with each member agency paying an equal share of the costs.

Costs under Section 2.1.5 shall be paid for by the beneficiaries as specified in the applicable Special Project Agreement.

Each of the eleven parties to this Agreement shall equally share the initial costs of this Agreement.

Exhibit B
Initial List of Stakeholder Group



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Authorization to Lease Property - 298 North Main Street

SOURCE: Community Development

COMMENT: On July 15, 2014, City Council authorized the purchase of the property located at 298 North Main Street. The property, also known as Centennial Plaza, consists of 12,694 rentable square feet with eight leasable suites. The facility consists of two floors with suites one through four on the first floor and suites five through eight on the second floor.

On December 16, 2014, City Council authorized staff to negotiate the lease of suite eight and the joint-use agreement of suite seven with the Porterville Transit Division. Staff was able to negotiate a three-year lump sum lease of suite eight for a total of \$147,600 (\$4,100 per month), which is equal to the appraised lease value provided by Hopper Real Property Valuations. The lease also includes a joint-use agreement for suite seven. The Transit Division has agreed to fully furnish suite seven to create a community room and install the proper infrastructure to have Centennial Plaza connected to the City's data network for the joint-use agreement.

Funding for this project has been budgeted in the City's FY 15 FTA Capital and Operating Assistance grant application and programmed in the Transit Division's FY 15/16 budget. Project activities are 50% reimbursable through federal transit grants with a 50% local match covered by local transportation funds.

RECOMMENDATION: That the City Council authorize the Mayor and staff to sign all necessary documents regarding the lease of suite eight and the joint-use agreement of suite seven for Centennial Plaza located at 298 North Main Street.

ATTACHMENTS:

1. Draft Lease Agreement
2. Centennial Plaza Floor Plan - First Floor
3. Centennial Plaza Floor Plan - Second Floor

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

AGREEMENT FOR LEASE OF PREMISES

THIS AGREEMENT, is entered into as of this _____ day of _____, 2015 by and between the CITY OF PORTERVILLE, hereinafter referred to as "Lessor", and Porterville Transit, hereinafter referred to as "Lessee", with respect to the following:

WHEREAS, Lessor owns the real property located at 298 North Main Street in the City of Porterville, County of Tulare, California and more particularly described in Exhibit A, attached hereto, and of which the premises is a part; and

WHEREAS, Lessee desires to lease the premises, more particularly described in Exhibit B for office space and

WHEREAS, Lessor is willing to enter into a lease with Lessee under the terms and conditions set forth below.

ACCORDINGLY, IT IS AGREED:

PART 1.

LEASE, TERM, OPTION TO EXTEND, HOLDOVER, ASSIGNMENT, SUBLETTING

1.1 Lease.

Lessee will lease the Premises located at 298 North Main Street, in the City of Porterville, County of Tulare, California, *as shown in Exhibit B*, from Lessor on the terms and conditions set forth below.

1.2 Lessee's Possession Date and Term.

Lessee will be entitled to exclusive possession of the Premises on the date to be mutually agreed upon by Lessee and Lessor. The term hereof shall commence on July 1, 2015, and expire on July 1, 2018 (*note – 3 year term*).

1.3 Holdover without Consent.

If Lessee holds over beyond the expiration of the initial term of this Lease without the written consent of Lessor, the holding over will be deemed a month-to-month tenancy including the annual percentage rent increase, until the tenancy is terminated in a manner provided by law.

1.4 Assignment and Subletting.

Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

2. RENT

2.1 Amount.

Lessee will pay the following rent to Lessor for the exclusive use and occupancy of the Premises.

2.1.1 Rent.

On the first day of the lease, the sum of **\$147,600** will be due, in advance to cover the three year term of the lease. Lessee will furnish a community room (Lease 7 described in Exhibit B) within 6 months of signing the lease.

2.1.2 Place of Payment.

Lessee will pay all rent at the City of Porterville Finance Department, located at 291 North Main Street, Porterville, California 93257.

3. USE OF PREMISES.

3.1 Allowed Uses.

Lessee and Lessee's subtenants will use the Premises only for the provision of professional office and uses incident uses for that purpose, unless Lessee first obtains Lessor's written consent for other uses. Lessee will use the Premises in compliance with all laws, ordinances, and other governmental regulations now in force or which may hereafter be in force relating thereto, including, but not limited to all building, safety and public health requirements and regulations.

3.2 Prohibited Uses.

Lessee will not commit or permit the commission of any acts on the Property that:

1. Increase Lessor's existing rates for, or causes the cancellation of, any fire, casualty, liability, or other policy of Lessor insuring the Premises or its contents; or
2. Violate or conflict with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereafter enacted, applicable to the Premises; or
3. Constitute waste on the Premises, or the maintenance of a nuisance as defined by the laws of California.

3.3 Common Areas of Building.

Lessor shall make available at all times during the term of this lease in any portion of the Building that the Lessor from time to time designates or relocates, common areas, as Lessor shall from time to time deem appropriate. Lessee shall have the nonexclusive right during the term of this lease to use the common areas for itself, its employees, agents, customers, clients, invitees, and licensees.

The term "common areas" means the portions of the Building that, at the time in question, have been designated and improved for common use by or for the benefit of more than one lessee of the Building, including the landscaped areas; exterior walks, roofs, stairways, elevators, escalators and/or ramps; interior corridors, elevators, stairs, and balconies; directory equipment; the main entry lobby; restrooms; and drinking fountains. Lessor reserves the right to redesignate a common area for a noncommon use or to designate as a common area a portion of the Building not previously designated a common area.

All common areas shall be subject to the exclusive control and management of Lessor or any other persons or nominees that Lessor may have delegated or assigned to exercise management or control, in whole or in part, in Lessor's place and stead. Lessor shall have the right to close, if necessary, all or any portion of the common areas as is deemed necessary by Lessor to effect necessary repairs, maintenance, or construction, or to maintain the safety of lessees or the general public. Lessor will maintain the common areas in a clean, orderly, and sanitary manner. Lessor is responsible for all repairs of the common areas, except those required by the negligence of Lessee.

Rules and Regulations. Lessor and Lessor's nominees and assignees shall have the right to establish, modify, amend, and enforce reasonable rules and regulations with respect to the common areas and the Building. Lessee shall fully and faithfully comply with and observe the rules and regulations for the common areas and the Building, of which the Leased premises is a part, including any additions or amendments to the Rules and Regulations that may be hereafter enacted by Lessor in Lessor's sole discretion. Lessor shall not be liable in any way for failure of any other occupant of the Building of

which the Leased premises is a part to comply with and observe these rules and regulations.

4. MAINTENANCE, REPAIR AND UPKEEP.

4.1 Lessee's Responsibilities.

Lessee accepts the Premises, as well as the Improvements located thereon, in their present condition. Lessee will be responsible for all maintenance, repair and upkeep of the Premises including all building interiors and exteriors, all exterior structures and attached equipment and fixtures, including fire extinguishers, whether furnished or constructed by Lessor or by Lessee, all pest control, and all parking areas. Lessee will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises during the term of the lease, at no cost to Lessor, including codes requiring fire extinguishers or other fire suppression equipment. If Lessee is required by any code or regulation to construct any alteration as a result of Lessee's, or any subtenant's particular and specific use of the Premises, or if Lessee is required to repair any deterioration or damage to the Premises caused by Lessee's clients, invitees, or subtenants, or by Lessee's lack of ordinary care, Lessee will either directly pay, or will reimburse Lessor for, the reasonable cost thereof.

Lessee will be responsible providing all custodial service and supplies for the Premises. On the expiration or termination of this Lease, Lessee will deliver the Premises to Lessor in as good condition and repair as existed upon possession of Premises, reasonable wear and tear and damage by the elements excepted.

4.2 Lessor's Responsibilities

Lessor will be responsible for maintenance of the grounds and the structural elements of the Building, unmodified by Lessee.

5. UTILITIES AND TAXES.

5.1 Lessee's Responsibilities.

Lessee shall be responsible for and will pay for all utilities and services furnished to the Premises, including gas, electricity, telephone, water, trash collection, and all related connection charges.

5.2 Property/Possessory Interest Taxes. All property and/or possessory interest taxes and assessments against the Premises, by any governmental entity shall be the responsibility of Lessee and shall be paid by the Lessee before they become delinquent.

6. LESSEE'S ALTERATIONS.

6.1 Alterations Permitted.

Lessee, may make such alterations, additions or improvements to the interior of the building on the Premises as Lessee deems necessary in order to conduct Lessee's business on the Premises, including the addition, rerouting or expansion of electrical circuits, telephone and data lines. Lessee may install such signs, awnings, canopies, marquee's or other advertising of Lessee's or any subtenant's services on any exterior wall, door or window on the building, provided that such changes must not weaken or cause structural damage to the building or reduce the value of the Premises or result in a lien upon the Premises. All signs, awnings, canopies, or marquee's displayed on any exterior wall, door or window on the building shall comply with City Codes. Lessor will be notified in writing before any alterations, additions or improvements are undertaken by Lessee. All such alterations, additions or improvements will be at Lessee's sole expense.

6.2 Permits.

Lessee will obtain all governmental permits required for such changes, and such changes must comply with all applicable laws and regulations.

6.3 Lessor's Inspection.

Lessor may, at Lessor's own expense, inspect any of Lessee's work carried out under the terms of this paragraph 6, and may consult with any contractor, subcontractor or architect, as to any aspect of such work.

6.4 Ownership and Removal.

All alterations, additions, improvements, signs, awnings, canopies, marquee's or other advertising provided by Lessee or and subtenant and not removed by Lessee within 30 days of the expiration or other termination of the lease will become the property of Lessor, unless Lessor instructs Lessee in writing to remove the same at Lessee's sole expense. Lessee will promptly repair any damage to the Premises caused by any such removal, at no cost to Lessor.

7. INSURANCE.

7.1 Lessee's Insurance

Lessee, at its own expense, shall procure and maintain, throughout the term of this Lease, public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

- \$1,000,000 for personal injury or each person
- \$1,000,000 for personal injury or death of two or more persons in each accident or event.

The policy must contain, or be endorsed to contain the following:

City of Porterville

The City of Porterville, its officers, employees, agents and subtenants must be covered as additional insured as respects liability arising out of activities performed by or on behalf of Lessee; and premises owned, occupied or used by Lessee. The coverage must contain no special limitations on the scope of protection afforded to Lessor, its officers, employees, or agents.

Lessee shall also procure and maintain, at its expense, throughout the term of this Lease, insurance against loss or damage to any structures constituting any part of the demised Premises, by fire and lighting, with extended coverage insurance.

Lessee will provide Lessor with a certificate or certificates of coverage showing the policy or policies are issued by insurers admitted to conduct business in the State of California.

The policy must not be suspended, voided, canceled, or reduced in coverage or in limits, except after 30 days prior written notice has been given to Lessor.

7.2 Proof of Insurance

Throughout Lessee's occupancy of the Premises Lessor will provide Lessee with a certificate or certificates acceptable to Lessee showing compliance with the provisions required above, and on written request of Lessee, will provide Lessee with a true and complete copy of any policy or policies required above.

8. DESTUCTION OF PREMISES

8.1 Repair.

If the Premises are damaged or destroyed from any cause due to no fault and beyond the control of Lessee

before the end of the initial term, Lessor will proceed with due diligence to repair or reconstruct the Premises to a condition substantially equivalent to their condition immediately before the damage or destruction. If such damage or destruction occurs during the last year of the term, Lessor will not be obligated to repair or reconstruct the Premises

8.2 Rent Adjustment.

In the event of damage per Section 8.1 above, Lessor will, for any period of time during which Lessee was unable to use the Premises, provide a pro-rata rent reduction based on square footage or other appropriate criteria during the period of non-use.

9. INDEMNITY.

9.1 Lessee's Indemnity.

Lessee will hold harmless, defend and indemnify Lessor from and against any liability, claims, actions, costs, damages, losses and expenses (including, without limitation, reasonable attorney's fees and expenses) for injury, including death, to any person, damage to any property, or enforcement actions under California Prevailing Wage laws or any other applicable statute or ordinance, resulting from Lessee's occupation of the Premises or use of the Property, or Lessee's acts or omissions with respect to the Premises or Property. Lessee's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred before expiration or termination.

10. CONDEMNATION.

10.1 Lessee's Right to Terminate.

In the event of a total or partial taking of the Premises by an entity other than Lessee, exercising the right of eminent domain, which taking renders the majority of the Premises useless for the uses permitted under this Lease, Lessee will have the option of terminating this Lease.

10.2 Reduction of Rent.

If only a portion of the Premises is taken, and Lessee does not terminate this Lease as provided in paragraph 10.1, above, Lessor will reduce the rent thereafter payable by a pro-rata reduction based on square footage or other appropriate criteria.

11. TERMINATION FOR CAUSE.

11.1 Cause.

Either party may terminate this Agreement for cause without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement. Cause for the purpose of this Agreement exists if a party:

- (a) is adjudged a bankrupt, or
- (b) becomes insolvent or has a receiver appointed, or
- (c) makes a general assignment for the benefit of creditors, or
- (d) suffers any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (e) materially breaches this Agreement.

11.2 Notices to Defaulting Party.

For any of the above occurrences except item (e), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be

terminated only after the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within 5 calendar days of delivery of a written notice specifying the nature of the breach. If the breach is not remedied within that 5-day period, the non-defaulting party may terminate this Agreement by delivering a further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within the 5-day period, the defaulting party may deliver a written proposal to the non-defaulting party within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent will not be unreasonably withheld, the defaulting party will immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate after delivering a written notice specifying the date of termination.

11.3 Delivery of Notices.

Notices given under paragraph 11.2 will be deemed delivered as provided in paragraph 12.17 below.

11.4 Obligations Surviving Termination.

Termination of this Agreement will not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

11.5 Unlawful Detainer.

The notices provided for in paragraph 12.2 are in addition to any required statutory notices for unlawful detainer proceedings under Code of Civil Procedure section 1161 et seq.

12. MISCELLANEOUS.

12.1 Quiet Enjoyment.

Upon the payment of the rent and Reimbursables and the performance of all the terms, covenants and conditions by Lessee to be performed as herein provided, Lessee will be allowed to peaceably and quietly hold and enjoy the Premises during the term of this lease, or any extended term thereof.

12.2 Surrender.

Lessee will peaceably surrender possession of the Premises upon the expiration or other termination of this lease, and will return the Premises to Lessor in as good a condition as when received, reasonable wear and tear and damage from the elements excepted, except for so much of said Premises as may be injured or destroyed by fire, earthquake or other casualty not the fault of Lessee.

12.3 Amendment.

This Agreement may be modified, amended or terminated at any time by mutual consent in writing of the parties hereto.

12.4 Entire Agreement Represented.

This Agreement represents the entire understanding between Lessor and Lessee 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, waived or repealed without the written consent of both parties.

12.5. Headings.

Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

12.6 Interpretation.

This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

12.7 No Third Party Beneficiaries.

Unless specifically set forth, the parties to this Agreement do not intend to provide any third party' with any benefit or enforceable legal or equitable right or remedy.

12.8 Governing Law.

This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. This Lease is entered into and to be performed in Tulare County California. Lessor waives the removal provisions of California code of Civil Procedure Section 394.

12.9 Waivers.

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

12.10 Exhibits and Recitals.

All Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

12.11 Conflict with Laws or Regulations; Severability.

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement will continue in full force and effect. If either party, exercising its sole discretion, elects to defend this agreement against a third party suit alleging any invalidity in this Agreement, they must do so at their own expense.

12.12 Further Assurances.

Each party will execute any additional documents and will perform any further acts which may be reasonably required to effect the purposes of this Agreement. Lessee will, on request by Lessor, execute appropriate estoppel certificates and attachments in favor of any trust deed holders or encumbrances.

12.13 Assurances of Non-discrimination.

Lessor will not discriminate in employment or the performance of the Work or in the provision of services called for under this Agreement on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

Lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

12.14 Lessor's Right to Enter to Inspect and Post.

Lessee will permit Lessor and its agents to enter upon the Premises at all reasonable times for the purpose of posting notices of non-responsibility for alterations or additions made by Lessee, or for the purpose of

inspecting the Premises, and, within six (6) months prior to the expiration of the term of this Lease, will permit Lessor to enter for the purpose of placing ordinary for sale or for lease signs.

12.15 Brokers.

All negotiations relative to this Agreement have been carried out directly by representatives of Lessor and Lessee without the participation of brokers and each party represents to the other that there are no unpaid broker's fees in connection with this Agreement.

12.16 Encumbrance of Premises.

Lessor may encumber the Premises so long as Lessee's quiet enjoyment of the Premises is not disturbed thereby.

12.17 Notices.

All notices required to be given under this Agreement must be delivered to the addresses set forth below, unless otherwise instructed in writing, and will be deemed delivered on the following dates:

12.17.1 Notice to Lessor.

When delivered to Lessor in person, or when mailed by certified mail, postage prepaid, to City of Porterville at 291 North Main Street, Porterville, California 93257.

12.17.2 Notice to Lessee.

When delivered to Lessee in person, or when mailed by certified mail, postage prepaid, Porterville Transit at 291 North Main Street, Porterville, California 93257.

12.19 Successors and Assigns.

This Agreement is binding on and will inure to the benefit of the successors and assigns of the parties, but nothing in this section shall be construed as consent by Lessor to any sublease or assignment by Lessee if such consent is otherwise required by the terms of this Agreement.

12.20 Duplicate Originals.

This Agreement will be executed in duplicate originals.

12.21 Time of the Essence.

Time is of the essence of this Agreement.

12.22 Attorneys Fees. If any litigation is commenced between the parties to this lease concerning the Premises, this lease, or the right and duties of either in relation to the Premises or to this lease, the party prevailing in that litigation shall be entitled to, in addition to any other relief that may be granted in the litigation, a reasonable sum as and for its attorneys' fees in that litigation that are determined by the court in that litigation or in a separate action brought for that purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF PORTERVILLE

Date: _____

By: _____
Milt Stowe, Mayor
LESSOR

ATTEST:

By: _____
John D. Lollis, City Manager

Approved as to form:

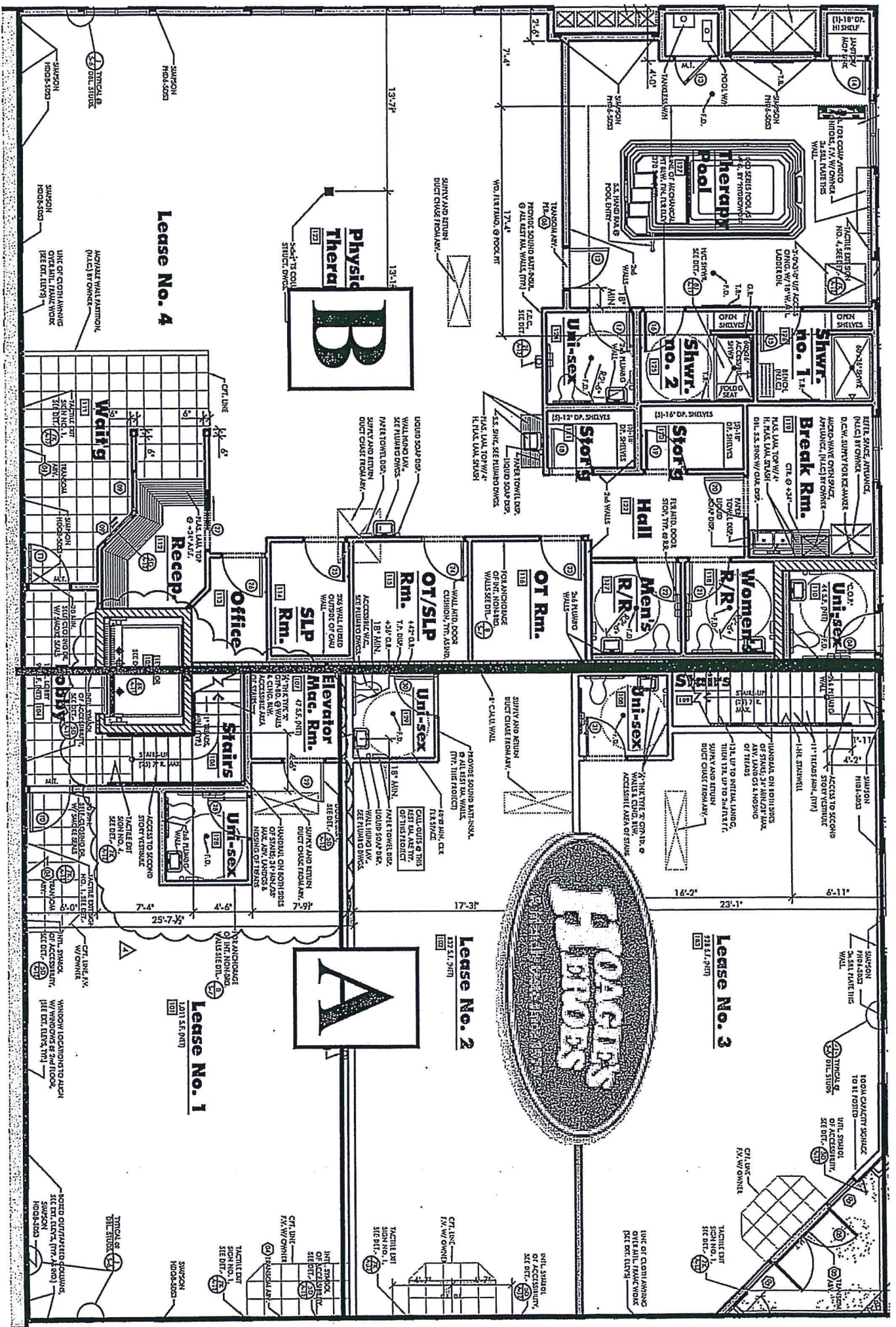
By: _____
Julia Lew, City Attorney

Date: _____

Lessee

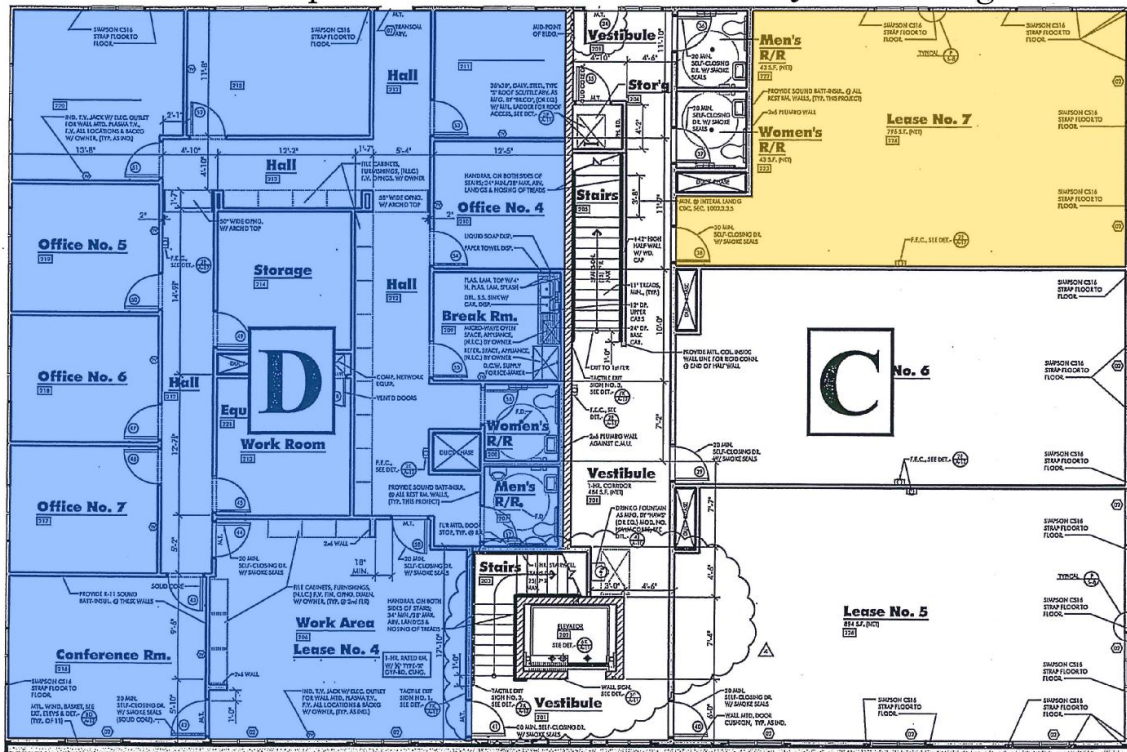
Date: _____

By: _____
LESSEE



Suite 8 - Proposed Lease

Suite 7 - Joint Use Agreement





CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Freedom Fest and Fireworks Show

SOURCE: Parks and Leisure Services

COMMENT: The City of Porterville and the Tule River Tribe will present the fifth annual Freedom Fest and Fireworks Show at the Porterville Sports Complex on Saturday, June 27, 2015, from 5:00 p.m. to 9:30 p.m. This event will include live music, food vendors, family entertainment, and a beer garden hosted by the Breakfast Lions Club.

Financially, the City Council and the Tribal Council each contributed \$15,000 to initiate the event in 2011. In 2013, the City Council contributed another \$10,000 and the Tribal Council \$7,500 in continued support of the event. In 2014, event revenue totaled \$22,870 and expenditures totaled \$27,914. 2015 expenditures will include \$21,200 for fireworks, an approximate \$4,000 for family entertainment, and \$3,000 for other expenses including portable toilets and lights.

The current Freedom Fest account balance after expenditures combined with generated revenue is \$8,354. Staff is requesting that the City Council consider contributing an additional \$7,500 toward this year's Freedom Fest. In the spirit of continued partnership and collaboration, the Tribal Council is also being asked to contribute \$7,500.

A new entertainment feature planned for this year's event, a four (4) member All Red Star Formation Flying Team will be providing a formation flying demonstration. In lieu of payment for their participation, the members have requested fuel for their planes and local hotel accommodations for Saturday evening. Due to the vintage of the planes, they are not authorized to fly after dusk. The total expected expense for fuel and hotel accommodations is estimated to be \$1,200, which the Airport seeks to financially support as a promotional activity for the Airport.

In conjunction with the Freedom Fest, staff is requesting authorization to extend transit service operating hours and to operate a shuttle route from the downtown Transit Center to the Porterville Sports Complex on June 27, 2015. The Freedom Fest shuttle would operate from 4:00 p.m. to 10:00 p.m., departing every 40 minutes from the Transit Center, and vice versa from the Sports Complex. The estimated cost to the City for this service is approximately \$1,500, which will be covered out of the Transit budget.

RECOMMENDATION:

That the City Council:

1. Authorize an appropriation of \$7,500 to the Freedom Fest account from the Council's Special Purpose Reserve;
2. Authorize the Airport to purchase fuel and hotel accommodations for the All Red Star Formation Flying Team; and
3. Authorize staff to operate a shuttle route to and from the Transit Center and Sports Complex from 4:00 p.m. to 10:00 p.m. on June 27, 2015.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Interim Financial Status Reports

SOURCE: Finance

COMMENT: The City Charter requires financial status reports to be provided to City Council on a monthly basis. Council Minute Order #10-011607 approved the recommended change in submittal of the Interim Financial Status Reports and established the requirements and parameters in the presentation of the reports.

In accordance with Council Minute Order #10-011607, the interim financial status reports for the third fiscal quarter ended March 31, 2015, are submitted.

RECOMMENDATION: That the City Council accept the interim financial status reports as presented.

ATTACHMENTS: 1. Interim financial reports

Appropriated/Funded: MB

Review By:

Department Director:

Maria Bemis, Finance Director

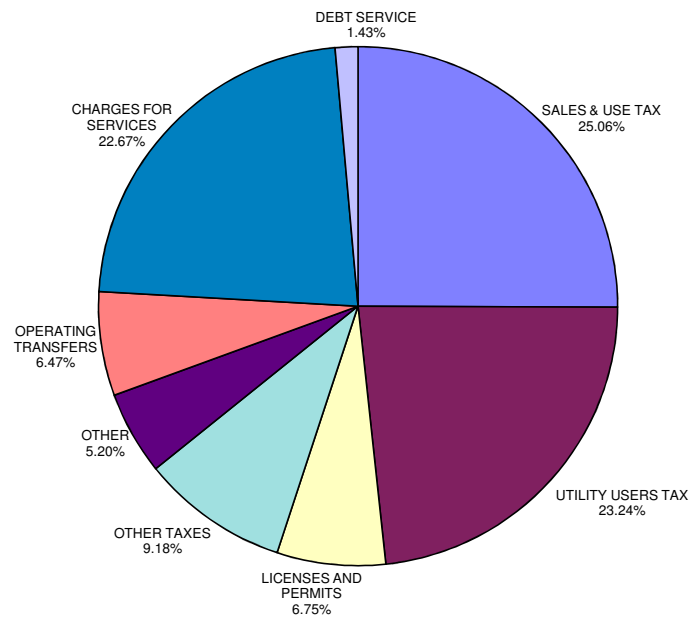
Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

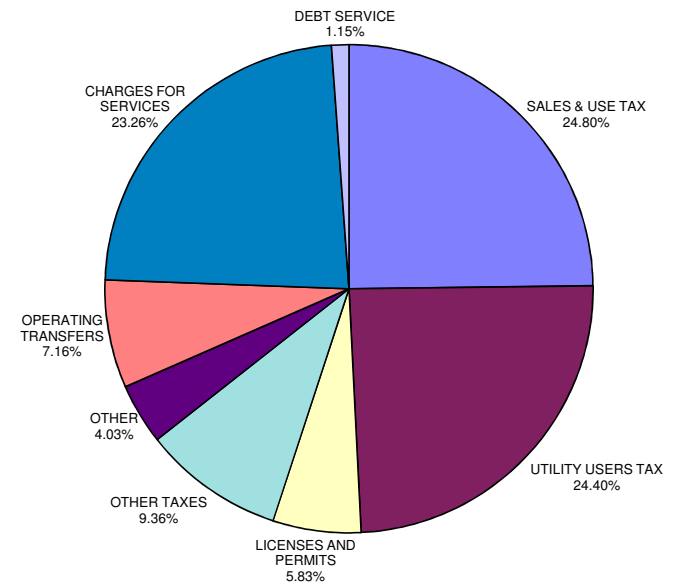
**REVENUE STATUS REPORT - GENERAL FUND
FOR THE NINE MONTHS ENDED
MARCH 31, 2015 AND MARCH 31, 2014**

REVENUE SOURCE	2014-2015 ESTIMATED REVENUE	2014-2015 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2013-2014 ESTIMATED REVENUE	2013-2014 YEAR-TO-DATE REVENUE	% OF ESTIMATE
PROPERTY TAXES	\$ 7,023,442	\$ 3,808,760.55	54.23%	\$ 6,980,762	\$ 3,813,915	54.63%
OTHER TAXES:						
SALES AND USE TAX	4,266,959	2,904,473	68.07%	4,032,651	2,746,075	68.10%
UTILITY USERS TAX	4,000,000	2,795,068	69.88%	4,000,000	2,813,953	70.35%
TRANSIENT OCCUPANCY TAX	350,000	214,861	61.39%	315,000	190,084	60.34%
PROPERTY TRANSFER TAX	50,000	28,963	57.93%	50,000	37,522	75.04%
FRANCHISE TAX	1,476,134	824,258	55.84%	1,471,134	814,497	55.37%
SALES TAX - PUBLIC SAFETY	165,000	109,539	66.39%	150,000	114,519	76.35%
LICENSES AND PERMITS:						
BUSINESS LICENSES	427,000	436,140	102.14%	411,200	413,188	100.48%
CONSTRUCTION PERMITS	325,000	376,404	115.82%	310,800	259,645	83.54%
REVENUE FROM AGENCIES-TAXES:						
MOTOR VEHICLE IN-LIEU TAX	23,000	22,825	99.24%	29,379	23,542	80.13%
OTHER TAXES	27,000	13,468	49.88%	28,000	14,118	50.42%
REVENUE FROM AGENCIES-GRANTS	67,516	160,710	238.03%	1,976,005	153,331	7.76%
USE OF MONEY AND PROPERTY	214,401	237,093	110.58%	227,277	208,494	91.74%
FINES AND FORFEITURES	65,000	30,898	47.54%	65,000	51,200	78.77%
CHARGES FOR SERVICES:						
PLANNING AND ENGINEERING	95,000	89,932	94.66%	96,100	44,004	45.79%
POLICE	385,000	181,179	47.06%	374,000	200,009	53.48%
FIRE	28,000	28,488	101.74%	28,000	33,205	118.59%
LIBRARY	40,000	33,129	82.82%	40,000	31,409	78.52%
RECREATIONAL	1,830,147	1,156,042	63.17%	1,751,922	1,129,814	64.49%
INTERDEPARTMENTAL	1,600,000	1,229,492	76.84%	1,600,000	1,234,605	77.16%
OTHER	10,636	8,959	84.23%	8,748	9,272	105.99%
OTHER REVENUES	64,500	197,138	305.64%	67,150	52,219	77.76%
SUBTOTALS	\$ 22,533,735	\$ 14,887,819	66.07%	\$ 24,013,128	\$ 14,388,620	59.92%
OPERATING TRANSFERS	1,150,790	778,534	67.65%	1,108,131	825,411	74.49%
DEBT SERVICE TRANSFERS	168,700	171,513	101.67%	170,828	132,646	77.65%
TOTALS	\$ 23,853,225	\$ 15,837,865	66.40%	\$ 25,292,087	\$ 15,346,677	60.68%

**CITY OF PORTERVILLE
GENERAL FUND REVENUES
Nine Months Ended March 31, 2015**



**CITY OF PORTERVILLE
GENERAL FUND REVENUES
Nine Months Ended March 31, 2014**

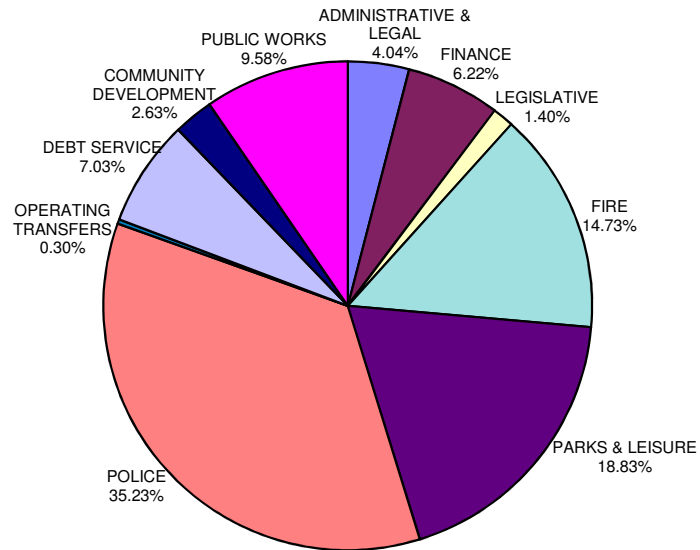


CITY OF PORTERVILLE

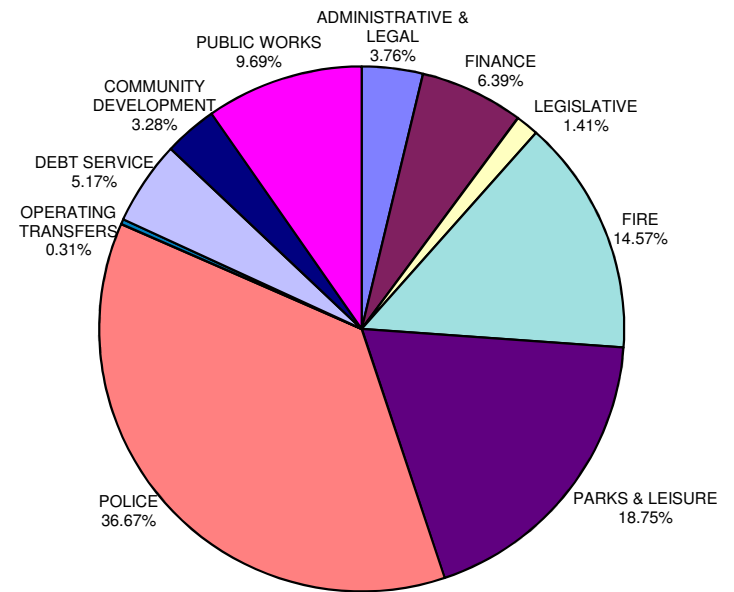
**EXPENDITURE STATUS REPORT - GENERAL FUND
FOR THE NINE MONTHS ENDED
MARCH 31, 2015 AND MARCH 31, 2014**

	2014-2015 AMENDED APPROP	2014-2015 YEAR-TO-DATE EXPEND	% OF APPROP	2013-2014 AMENDED APPROP	2013-2014 YEAR-TO-DATE EXPEND	% OF APPROP
LEGISLATIVE:						
CITY COUNCIL	\$ 227,917	\$ 111,530	48.9%	\$ 137,917	\$ 91,670	66.5%
COMMUNITY PROMOTION	209,080	134,501	64.3%	213,645	142,031	66.5%
ADMINISTRATIVE & LEGAL:						
CITY MANAGER	252,067	180,984	71.8%	243,511	179,308	73.6%
CITY CLERK	232,101	160,836	69.3%	168,151	106,062	63.1%
HUMAN RESOURCES	253,532	229,665	90.6%	276,175	211,167	76.5%
CITY ATTORNEY	180,000	137,436	76.4%	152,400	127,055	83.4%
FINANCE:						
FINANCE & ACCOUNTING	783,296	577,680	73.7%	789,835	562,707	71.2%
INFORMATION SERVICES	410,428	288,231	70.2%	404,265	281,218	69.6%
ADMINISTRATIVE SERVICES	365,036	225,456	61.8%	358,904	214,780	59.8%
POLICE PROTECTION	8,856,918	6,175,787	69.7%	6,075,606	6,075,606	100.0%
FIRE PROTECTION	3,773,801	2,583,118	68.4%	2,413,978	2,413,978	100.0%
COMMUNITY DEVELOPMENT:						
PLANNING & ZONING	516,294	278,848	54.0%	516,294	354,865	68.7%
ECONOMIC DEVELOPMENT	294,233	182,246	61.9%	294,233	188,387	64.0%
PUBLIC WORKS:						
ENGINEERING & BUILDING	1,010,254	739,747	73.2%	1,010,225	600,833	59.5%
STREET MAINTENANCE	411,653	278,957	67.8%	385,772	297,191	77.0%
SIGNALS, SIGNING & STRIPING	360,224	251,656	69.9%	372,259	286,337	76.9%
STREET LIGHTING	484,322	338,355	69.9%	494,548	331,727	67.1%
STORM DRAINS	90,094	39,749	44.1%	79,138	59,840	75.6%
PARKING LOTS	47,186	31,283	66.3%	47,144	30,105	63.9%
PARKS & LEISURE:						
PARK MAINTENANCE & OPERATION	1,744,348	1,145,927	65.7%	1,625,304	1,082,920	66.6%
STREET TREES & PARKWAYS	183,211	129,976	70.9%	187,395	107,133	57.2%
COMMUNITY CENTERS	214,522	171,271	79.8%	220,850	158,982	72.0%
LEISURE SERVICES	226,501	184,371	81.4%	250,166	176,779	70.7%
LEISURE SERVICES - SPECIAL PROG	1,662,906	1,097,712	66.0%	1,586,600	1,046,826	66.0%
SWIMMING POOL	157,119	78,786	50.1%	158,971	89,487	56.3%
LIBRARY OPERATIONS	706,836	479,896	67.9%	682,505	444,157	65.1%
SPECIAL PROJECTS	17,000	13,150	77.4%	17,154	394	2.3%
 SUB TOTALS	 23,670,879	 \$ 16,247,150	 68.6%	 19,162,944	 \$ 15,661,547	 81.7%
 OPERATING TRANSFERS	 79,000	 51,750	 65.5%	 79,000	 51,750	 65.5%
DEBT SERVICE	1,231,178	1,233,296	100.2%	1,202,422	856,929	71.3%
	<u>\$ 24,981,057</u>	<u>\$ 17,532,196</u>	70.2%	<u>\$ 20,444,366</u>	<u>\$ 16,570,226</u>	81.1%

**CITY OF PORTERVILLE
GENERAL FUND EXPENDITURES
Nine Months Ended March 31, 2015**



**CITY OF PORTERVILLE
GENERAL FUND EXPENDITURES
Nine Months Ended March 31, 2014**

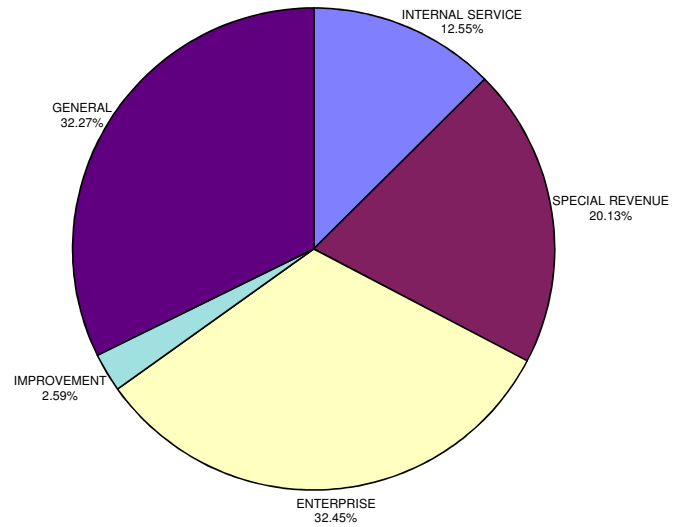


CITY OF PORTERVILLE

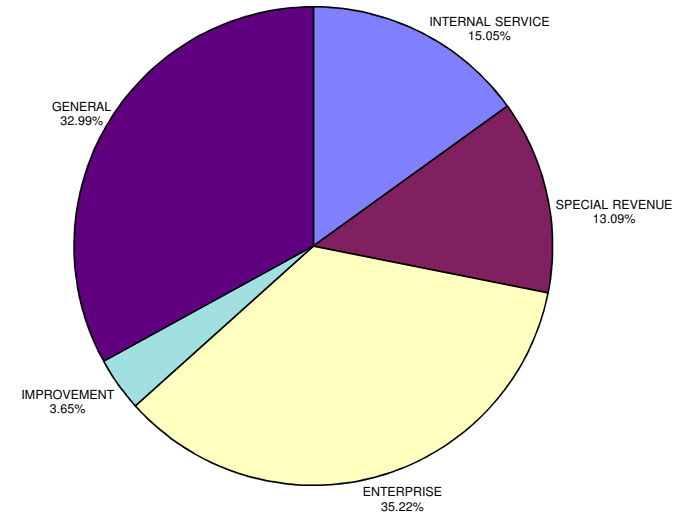
**REVENUE STATUS REPORT - ALL OTHER FUNDS
FOR THE NINE MONTHS ENDED
MARCH 31, 2015 AND MARCH 31, 2014**

REVENUE SOURCE	2014-2015 ESTIMATED REVENUE	2014-2015 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2013-2014 ESTIMATED REVENUE	2013-2014 YEAR-TO-DATE REVENUE	% OF ESTIMATE
MEASURE H SALES TAX	\$ 3,272,754	\$ 2,157,554	65.9%	\$ 2,974,507	\$ 2,192,760	73.7%
SPECIAL GAS TAX	2,162,439	1,435,038	66.4%	2,083,576	1,476,229	70.9%
LOCAL TRANSPORTATION FUNDS (LTF)	6,038,259	3,902,590	64.6%	6,250,900	789,671	12.6%
TRAFFIC SAFETY FUND	150,200	77,558	51.6%	150,300	126,874	84.4%
ZALUD ESTATE	5,000	4,709	94.2%	6,300	2,972	47.2%
COMMUNITY DEVELOPMENT BLOCK GRANT	1,459,621	1,237,713	84.8%	1,039,716	638,802	61.4%
TRANSIT	8,003,143	657,015	8.2%	6,265,851	1,022,308	16.3%
SPECIAL SAFETY GRANTS	222,817	273,976	123.0%	267,917	267,604	99.9%
SEWER OPERATING	6,740,454	5,203,456	77.2%	6,697,754	5,086,310	75.9%
REFUSE REMOVAL	5,698,000	4,295,774	75.4%	5,590,000	4,225,148	75.6%
AIRPORT OPERATIONS	1,421,888	1,059,616	74.5%	1,556,271	977,772	62.8%
GOLF COURSE	220,700	145,621	66.0%	225,400	153,528	68.1%
WATER OPERATING	4,904,000	3,601,955	73.4%	4,887,000	3,893,645	79.7%
RISK MANAGEMENT	4,220,066	3,526,349	83.6%	4,742,076	4,201,592	88.6%
EQUIPMENT MAINTENANCE	3,120,500	2,264,831	72.6%	2,811,000	2,361,111	84.0%
LANDSCAPE MAINTENANCE DISTRICT	81,628	41,153	50.4%	44,362	24,076	54.3%
WATER REPLACEMENT	1,791,388	354,562	19.8%	382,946	294,657	76.9%
SOLID WASTE RESERVE	432,362	254,435	58.8%	1,564,646	827,463	52.9%
SEWER REVOLVING	215,114	198,135	92.1%	238,614	165,273	69.3%
TRANSPORTATION DEVELOPMENT	158,000	28,890	18.3%	205,000	89,381	43.6%
PARK DEVELOPMENT	20,000	57,590	288.0%	20,000	19,051	95.3%
TREATMENT PLANT RESERVE	587,792	389,764	66.3%	535,340	304,144	56.8%
STORM DRAIN DEVELOPMENT	115,000	67,405	58.6%	115,000	75,985	66.1%
BUILDING CONSTRUCTION	4,000	7,208	180.2%	6,000	6,630	110.5%
TOTALS	\$ 51,045,125	\$ 31,242,898	61.2%	\$ 48,660,476	\$ 29,222,985	60.1%

**CITY OF PORTERVILLE
REVENUE BY FUND TYPE
Nine Months Ended March 31, 2015**



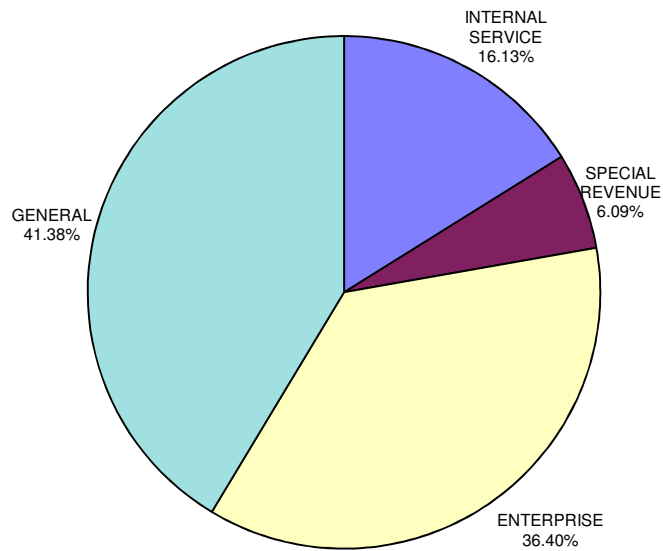
**CITY OF PORTERVILLE
REVENUE BY FUND TYPE
Nine Months Ended March 31, 2014**



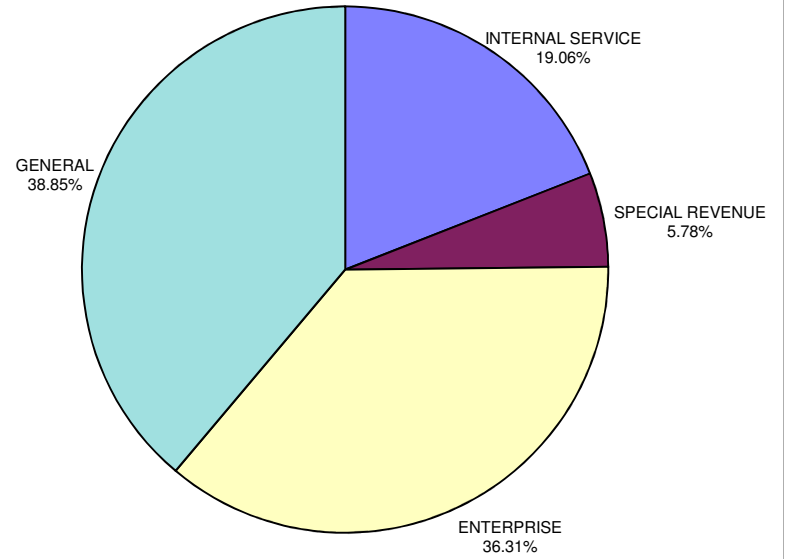
CITY OF PORTERVILLE
EXPENDITURE STATUS REPORT - ALL OTHER FUNDS
FOR THE NINE MONTHS ENDED
MARCH 31, 2015 AND MARCH 31, 2014

	2014-2015 AMENDED APPROP	2014-2015 YEAR-TO-DATE EXPEND	% OF APPROP	2013-2014 AMENDED APPROP	2013-2014 YEAR-TO-DATE EXPEND	% OF ACTUAL
MEASURE H SALES TAX	\$ 2,939,142	\$ 1,890,272	64.3%	\$ 2,785,632	\$ 1,903,637	68.3%
ZALUD ESTATE	27,235	12,605	46.3%	29,235	17,414	59.6%
COMMUNITY DEVELOPMENT BLOCK GRANT	509,006	120,315	23.6%	499,138	115,515	23.1%
TRANSIT	4,209,353	1,880,028	44.7%	3,644,232	2,685,644	73.7%
SPECIAL SAFETY GRANTS	367,764	226,498	61.6%	425,272	196,521	46.2%
SEWER OPERATING	6,025,645	4,046,614	67.2%	5,993,712	3,968,929	66.2%
REFUSE REMOVAL	5,641,766	3,818,839	67.7%	5,392,910	3,637,117	67.4%
AIRPORT	1,309,285	908,094	69.4%	1,318,522	833,737	63.2%
GOLF COURSE	366,188	246,669	67.4%	355,513	267,606	75.3%
WATER OPERATING	4,639,775	3,379,097	72.8%	4,300,615	3,226,468	75.0%
RISK MANAGEMENT	6,357,273	4,209,659	66.2%	5,985,699	5,460,412	91.2%
EQUIPMENT MAINTENANCE	3,091,857	2,123,064	68.7%	2,791,933	2,220,451	79.5%
LANDSCAPE MAINTENANCE DISTRICT	214,705	154,229	71.8%	170,080	113,219	66.6%
TOTALS	\$ <u>35,698,994</u>	\$ <u>23,015,983</u>	64.5%	\$ <u>33,692,493</u>	\$ <u>24,646,670</u>	73.2%

**CITY OF PORTERVILLE
EXPENDITURES BY FUND TYPE
Nine Months Ended March 31, 2015**



**CITY OF PORTERVILLE
EXPENDITURES BY FUND TYPE
Nine Months Ended March 31, 2014**



CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE H
For the Nine Months Ended March 31, 2015 and March 31, 2014

	<u>FY 2014-15</u>	<u>FY 2013-14</u>
REVENUES		
Sales Tax - Measure H	\$ 2,130,149	2,164,380
Interest	25,515	28,039
Police Services	1,890	340
TOTAL REVENUES	<u>2,157,554</u>	<u>2,192,760</u>
EXPENDITURES		
Police Department	1,001,121	977,779
Fire Department	604,862	664,316
Library & Literacy	284,289	261,542
TOTAL EXPENDITURES	<u>1,890,272</u>	<u>1,903,637</u>
CAPITAL PROJECTS		
Public Safety Station	<u>2,675,654</u>	<u>18,927</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>\$ (2,408,372)</u>	<u>\$ 270,196</u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - ENTERPRISE FUNDS
For the Nine Months Ended March 31, 2015 and March 31, 2014

<u>FUND</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>3/31/2015 NET PROFIT (LOSS)</u>	<u>3/31/2014 NET PROFIT (LOSS)</u>
Zalud Estate	\$ 4,709	\$ (12,605)	\$ (7,896)	\$ (14,441)
Sewer Operating	5,203,456	(4,046,614)	1,156,842	1,117,381
Solid Waste	4,295,774	(3,818,839)	476,935	588,031
Airport	1,059,616	(908,094)	151,523	144,035
Golf	145,621	(246,669)	(101,048)	(114,078)
Water Operating	3,601,955	(3,379,097)	222,858	667,176

NOTE: The Transit Fund is not included as it does not contain any retained earnings



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Quarterly Portfolio Summary

SOURCE: Finance

COMMENT: This report reflects the investment portfolio of the City of Porterville as of March 31, 2015, and is in compliance with California Government Code Section 27000, etc., Section 53600, etc., and the City of Porterville's Statement of Investment Policy. Investments are selected based on the statutory objectives of safety, liquidity and yield.

Items identified in the summary include the portfolio composition, weighted average rate of earnings, weighted average days to maturity, and the percentage of liquid holdings.

RECOMMENDATION: That the City Council accept the quarterly Portfolio Summary.

ATTACHMENTS: 1. Quarterly Portfolio Summary

Appropriated/Funded: MB

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

**CITY OF PORTERVILLE
PORTFOLIO SUMMARY AS OF MARCH 31, 2015**

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1006	LOCAL AGENCY INVESTMENT FUND \$	6,259,129	\$ 6,259,129	0.250%	DAILY	DAILY	1
1007	CSJVRMA INVESTMENT FUND	6,450,275	6,616,995	1.190%	DAILY	DAILY	30
866	TULARE COUNTY INVESTMENT POOL	8,633,289	8,633,289	1.220%	DAILY	DAILY	30
	PROSPECT-HENDERSON PARTNERS, L	2,620,221	2,620,221	2.850%	12/29/2009	10/27/2020	2,402
	TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR	1,200,000	1,200,000	4.000%	1/15/2015	7/15/2039	9,237
313382FP3	FEDERAL HOME LOAN BANKS	997,500	989,530	1.000%	3/20/2013	3/20/2018	1,450
3134G46D5	FEDERAL HOME LN MTG CORP	1,000,000	998,060	1.200%	6/12/2013	6/12/2018	1,534
313388G21	FEDERAL HOME LOAN BANKS	1,000,000	999,390	1.200%	6/20/2013	6/20/2018	1,542
31315PG94	FEDERAL AGRIC MTG CORP	1,000,000	1,001,650	1.740%	11/14/2013	11/14/2018	1,689
3133EAB72	FEDERAL FARM CR BANKS	495,000	500,025	1.180%	3/14/2014	5/1/2018	1,492
3136G1Z51	FEDERAL NATL MTG ASSN	996,000	1,002,240	1.770%	2/28/2014	2/28/2019	1,795
3134G47G7	FEDERAL HOME LN MTG CORP	2,000,000	1,999,860	1.400%	6/26/2013	6/26/2018	1,548
3134G5AY1	FEDERAL HOME LN MTG CORP	1,000,000	1,000,460	2.000%	7/10/2014	7/10/2019	1,927
3134G5EQ4	FEDERAL HOME LN MTG CORP	1,000,000	1,002,130	2.000%	8/21/2014	8/21/2019	1,969
4812VUL2	JP MORGAN CHASE BANK NA	1,000,000	997,680	1.000%	4/27/2012	4/27/2017	1,123
4042K1U68	HSBC USA INC	1,000,000	994,570	2.200%	7/5/2012	7/5/2017	1,192
89233P6S0	TOYOTA MOTORS CRD CORP	1,000,000	1,002,970	1.250%	3/13/2013	10/5/2017	1,284
24422ESW0	JOHN DEERE CAP CORP	1,000,000	1,106,940	2.050%	3/10/2015	3/10/2020	2,171
00206RBM3	AT&T INC	1,004,830	994,710	1.400%	1/22/2013	12/1/2017	1,341
94974BFG0	WELLS FARGO CO	1,006,910	1,004,790	1.500%	1/22/2013	1/16/2018	1,387
02587DKB3	CERTIFICATE OF DEPOSIT	240,000	242,321	1.750%	12/22/2011	12/22/2015	631
9819961J0	CERTIFICATE OF DEPOSIT	200,000	200,570	2.000%	9/14/2011	9/14/2016	898
36160WH51	CERTIFICATE OF DEPOSIT	240,000	245,210	2.100%	12/16/2011	12/16/2016	991
33764JRP2	CERTIFICATE OF DEPOSIT	240,000	241,538	1.100%	1/25/2013	1/25/2017	1,031
17284A2U1	CERTIFICATE OF DEPOSIT	240,000	244,066	1.500%	7/18/2012	7/18/2017	1,205
795450PA7	CERTIFICATE OF DEPOSIT	240,000	243,772	1.700%	8/22/2012	8/22/2017	1,240
36160NS83	CERTIFICATE OF DEPOSIT	245,000	247,323	2.000%	5/23/2014	5/23/2019	1,879
06740KFX0	CERTIFICATE OF DEPOSIT	247,000	248,499	1.900%	1/19/2012	1/19/2017	1,025
856284C77	CERTIFICATE OF DEPOSIT	247,000	252,506	2.050%	1/27/2012	1/27/2017	1,033
05568PZ26	CERTIFICATE OF DEPOSIT	248,000	248,516	1.000%	9/21/2012	9/21/2015	539
20451PBT2	CERTIFICATE OF DEPOSIT	247,000	247,284	1.800%	7/31/2013	7/31/2018	1,583
38143A2U8	CERTIFICATE OF DEPOSIT	250,000	250,972	1.050%	12/27/2012	12/27/2016	1,002
02587CAF7	CERTIFICATE OF DEPOSIT	246,383	248,887	1.950%	7/17/2014	7/17/2019	1,934
74267GUQ8	CERTIFICATE OF DEPOSIT	247,000	248,843	2.000%	7/22/2014	7/22/2019	1,939
29266NB30	CERTIFICATE OF DEPOSIT	247,000	248,618	2.050%	8/28/2014	8/28/2019	1,976
1192	CERTIFICATE OF DEPOSIT	99,000	99,000	1.490%	9/18/2012	9/18/2017	1,267
1195	CERTIFICATE OF DEPOSIT	99,000	99,000	1.350%	11/5/2012	11/5/2017	1,315
1198	CERTIFICATE OF DEPOSIT	99,000	99,000	1.250%	1/9/2013	1/9/2018	1,380
1200	CERTIFICATE OF DEPOSIT	99,000	99,000	1.580%	2/26/2013	2/26/2018	1,428
1204	CERTIFICATE OF DEPOSIT	250,000	250,000	1.500%	4/9/2013	4/9/2018	1,470
1208	CERTIFICATE OF DEPOSIT	122,408	122,408	1.100%	5/9/2013	5/9/2018	1,500
1209	CERTIFICATE OF DEPOSIT	99,000	99,000	1.050%	5/16/2013	5/16/2018	1,507
1224	CERTIFICATE OF DEPOSIT	250,000	250,000	1.950%	10/14/2013	10/14/2018	1,658
1228	CERTIFICATE OF DEPOSIT	250,000	250,000	1.850%	10/30/2013	10/30/2018	1,674
1239	CERTIFICATE OF DEPOSIT	250,000	250,000	1.000%	10/2/2013	10/2/2017	1,281
1243	CERTIFICATE OF DEPOSIT	250,000	250,000	1.500%	6/19/2012	6/19/2016	811
1246	CERTIFICATE OF DEPOSIT	100,000	100,000	3.250%	4/6/2010	4/6/2015	371
1248	CERTIFICATE OF DEPOSIT	100,002	100,002	1.260%	5/8/2012	5/8/2015	403
1249	CERTIFICATE OF DEPOSIT	100,000	100,000	3.460%	6/3/2010	4/3/2015	368
1250	CERTIFICATE OF DEPOSIT	98,885	98,885	3.460%	6/9/2010	4/9/2015	374
1253	CERTIFICATE OF DEPOSIT	247,000	247,000	3.190%	8/2/2010	8/2/2015	489
1254	CERTIFICATE OF DEPOSIT	250,000	250,000	2.100%	9/8/2014	9/8/2019	1,987
1258	CERTIFICATE OF DEPOSIT	150,000	150,000	1.650%	1/13/2013	1/13/2016	653
1260	CERTIFICATE OF DEPOSIT	250,000	250,000	1.840%	4/4/2012	4/4/2017	1,100
1261	CERTIFICATE OF DEPOSIT	257,942	257,942	1.500%	7/13/2012	1/13/2016	653
1262	CERTIFICATE OF DEPOSIT	250,000	250,000	1.440%	9/5/2012	9/5/2017	1,254
1262	CERTIFICATE OF DEPOSIT	250,000	250,000	1.540%	12/12/2012	12/12/2017	1,352
1263	CERTIFICATE OF DEPOSIT	250,000	250,000	1.250%	2/1/2013	3/1/2017	1,066
1264	CERTIFICATE OF DEPOSIT	150,000	150,000	1.250%	2/14/2013	2/14/2018	1,416
1264	CERTIFICATE OF DEPOSIT	100,000	100,000	1.300%	1/28/2013	1/28/2018	1,399

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1265	CERTIFICATE OF DEPOSIT	100,000	100,000	1.300%	1/30/2013	1/30/2018	1,401
1266	CERTIFICATE OF DEPOSIT	250,000	250,000	1.250%	5/8/2013	5/8/2018	1,499
1278	CERTIFICATE OF DEPOSIT	250,000	250,000	1.000%	4/29/2013	4/29/2016	760
1280	CERTIFICATE OF DEPOSIT	250,000	250,000	1.300%	5/21/2013	5/21/2018	1,512
1281	CERTIFICATE OF DEPOSIT	250,000	250,000	1.390%	5/14/2013	5/14/2018	1,505
1282	CERTIFICATE OF DEPOSIT	250,000	250,000	1.300%	6/21/2013	6/21/2018	1,543
1283	CERTIFICATE OF DEPOSIT	250,000	250,000	1.250%	5/9/2013	5/8/2018	1,499
1284	CERTIFICATE OF DEPOSIT	250,000	250,000	1.250%	4/23/2013	4/23/2018	1,484
1285	CERTIFICATE OF DEPOSIT	250,000	250,000	1.500%	4/29/2013	4/29/2018	1,490
1286	CERTIFICATE OF DEPOSIT	250,000	250,000	1.600%	6/25/2013	6/25/2018	1,547
1287	CERTIFICATE OF DEPOSIT	250,000	250,000	1.600%	7/19/2013	7/19/2018	1,571
1288	CERTIFICATE OF DEPOSIT	250,000	250,000	1.590%	7/24/2013	7/24/2018	1,576
1289	CERTIFICATE OF DEPOSIT	256,261	256,261	1.980%	9/18/2013	9/18/2018	1,632
1290	CERTIFICATE OF DEPOSIT	250,000	250,000	2.030%	10/11/2013	10/11/2018	1,655
1291	CERTIFICATE OF DEPOSIT	250,000	250,000	2.250%	2/7/2014	2/7/2019	1,774
1292	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	7/31/2014	7/31/2019	1,948
1293	CERTIFICATE OF DEPOSIT	250,000	250,000	1.940%	7/18/2014	7/18/2019	1,935
TOTALS		\$ 52,815,034	\$ 53,111,062				
WEIGHTED AVERAGE RATE OF EARNINGS				% OF LIQUID		WEIGHTED	
ONE YEAR HISTORY				CURRENT	PORTFOLIO	AVERAGE	
3/31/2014	6/30/2014	9/30/2014	12/31/2014	3/31/2015	HOLDINGS	DAYS TO	
1.336%	1.223%	1.517%	1.368%	1.441%	40.410%	MATURITY	
						1,102	

Comments:

Portfolio holdings as of March 31, 2015, are in compliance with the current Investment Policy. With 40.410% of the portfolio being held in liquid instruments, the cash needs of the City will be met. The next portfolio report will be calculated for the second calendar quarter ending June 30, 2015, and will be presented during the August 4, 2015 Council meeting.



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Request for Proclamation - MDA & Firefighter Month - May 2015

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved. 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.

Porterville Firefighters and the Muscular Dystrophy Association (MDA) have requested that the Council consider approval of a proclamation to proclaim May 2015, as "MDA & Firefighter Month." Mayor Stowe is sponsoring this proclamation request. If approved, the applicant requests that the proclamation be presented at the May 5th Council meeting.

RECOMMENDATION: That the City Council consider approval of the request to proclaim May 2015, as "MDA & Firefighter Month."

ATTACHMENTS: 1. Proclamation Request

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: 4.14.15

Name of Event/Individual: Fill the Boot
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: Porterville Firefighters + MDA

Name of Contact Person: Carrie Danny

Address: 1943 N Gateway #101 Fresno 93727

Phone: 559 453 9822 FAX: 559 453 9829

E-mail: cdanny@mdausa.org

I would like the proclamation: ☒ presented at a Council Mtg. ☐ mailed ☐ call for pick-up

Date(s) of Event: May 6, 2015

Date of Council Meeting to be presented, if applicable: May 5, 2015
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:
Carrie Danny, Executive Director

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation 3-4 weeks in advance. If assistance is needed, or if you need a sample provided, or to return this form, contact:

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

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.

City Clerk's Section

Request Received: 4/14/15 Sponsored by: Stowe Date: 4/27/15

Approved by Council: yes ☐ no ☐ Date: _____

Notification to Contact person done (date): _____ in writing ☐ by phone ☐

Items (s) ☐ mailed _____ ☐ faxed _____ ☐ picked up _____

Comment: _____

CITY OF PORTERVILLE
Proclamation

Muscular Dystrophy refers to a group of more than 40 muscle diseases that cause weakness and muscle wasting. Two of the most common forms are Duchenne Muscular Dystrophy, a disease found in children that progresses slowly, with survival rare beyond their mid twenties; and Amyotrophic Lateral Sclerosis (Lou Gehrig's Disease), a disorder that progresses rapidly in adults, with average survival of just four years after being diagnosed.

The Muscular Dystrophy Association (MDA) is a dedicated partnership of scientists and citizens aimed at conquering muscle diseases. MDA provides research, clinics, medical equipment, support groups and the only local 100% wheelchair accessible youth camp. All donation made to the MDA Central California Chapter will remain local to provide services to hundreds of local adults and children with living with muscle diseases

WHEREAS, members of the IAFF Local #2169 - Porterville Fire Fighters serve and protect residents of Porterville every day; and

WHEREAS, members of the IAFF Local #2169 - Porterville Fire Fighters have become a symbol of pride, honor and strength; and

WHEREAS, members of the IAFF Local #2169 - Porterville Fire Fighters unselfishly donate their time and energy to join MDA in the fight against muscular dystrophy, and

WHEREAS, in 2014, the IAFF Local #2169 - Porterville Fire Fighters hit the streets for MDA's Fill-the-Boot campaign and raised \$30,000!

NOW THEREFORE,

I, Milt Stowe, Mayor of the City of Porterville, do hereby proclaim May as

"MDA & FIRE FIGHTER MONTH"

in the city of Porterville and urge all citizens to support the Porterville Fire Department and the local chapter of the Muscular Dystrophy Association by making a donation to Fill-the Boot May 6th!



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Request for Proclamation - Freedom Days - June 14 - July 4, 2015

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the Council amended the process by which proclamations are approved. 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 Flag Day Committee has requested that the Council consider approval of a proclamation to proclaim June 14 to July 4, 2015, as "Freedom Days in Porterville." Vice Mayor Hamilton is sponsoring this proclamation request. If approved, the applicant requests that the proclamation be presented at the May 19th City Council meeting.

RECOMMENDATION: That the City Council consider approval of the request to proclaim June 14 to July 4, 2015, as "Freedom Days in Porterville."

ATTACHMENTS: 1. Proclamation Request

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



RECEIVED

Date of Request: 4/24/15

APR 27 2015

Name of Event/Individual: Flag Day Celebration
i.e. "Porterville Tourism Week", "Mr. John Doe"

CITY OF PORTERVILLE
CITY CLERK OFFICE

Name of Sponsoring Organization: Flag Day Committee

Name of Contact Person: Dennis Shaffer /

Address: _____

Phone: 920-7087 FAX: _____

E-mail: _____

I would like the proclamation: ☒ presented at a Council Mtg. ☐ mailed ☐ call for pick-up

Date(s) of Event: June 14, 2015 - July 4, 2015

Date of Council Meeting to be presented, if applicable: May 19, 2015
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:

Dennis Shaffer

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation 3-4 weeks in advance. If assistance is needed, or if you need a sample provided, or to return this form, contact:

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

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.

City Clerk's Section

Request Received: 4/27/15 Sponsored by: Hamilton Date: 4/30/15

Approved by Council: yes ☐ no ☐ Date: _____

Notification to Contact person done (date): _____ in writing ☐ by phone ☐

Items (s) ☐ mailed _____ ☐ faxed _____ ☐ picked up _____

Comment: _____

WHEREAS: There is a three week period between Flag Day, June 14, 2015, and Independence Day, July 4, 2015; and

WHEREAS: The local patriotic activities during this period have grown to involve the support of several community based institutions, service clubs and community organizations; and

WHEREAS: These organizations consist of the Elks Lodge, Emblem Club, American Legion, American Legion Auxiliary, Veterans of Foreign Wars, Old Glory Club, Smith's Enterprise, Save-Mart Supermarkets, Porterville Chamber of Commerce, the Alta Mira Chapter of the Daughters of the American Revolution, Porterville Exchange Club, the Porterville Recorder, and the Women's Club; and

WHEREAS: These organizations form the Porterville Flag Day Committee; and

WHEREAS: It is the wish of the Porterville Flag Day Committee for the entire community to join with them in the events occurring during this period; and

WHEREAS: The Porterville Flag Day Committee encourages all citizens to display "OLD GLORY" each day from Flag Day to Independence Day, and to participate in the 34th Annual Flag Day Ceremony at Smith's Town Square, 50 W. Olive Avenue, at 6:30 p.m. on June 14, 2015.

NOW, THEREFORE, I, Milt Stowe, Mayor of the City of Porterville, on behalf of the City Council, do hereby proclaim the period between June 14 and July 4, 2015, as-

"FREEDOM DAYS IN PORTERVILLE"

and encourage all citizens to participate in the many patriotic activities scheduled during Freedom Days.

PROCLAIMED this 19th day of May, 2015.

Milt Stowe
Mayor

Brian E. Ward,
Council Member

Cameron Hamilton,
Vice Mayor

Virginia Gurrola
Council Member

Monte Reyes
Council Member



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Approval for Community Civic Event - Tulare County Jr. Livestock Show and Community Fair - Porterville Fair - May 13 - 17, 2015.

SOURCE: Finance

COMMENT: The Tulare County Jr. Livestock Show and Community Fair is requesting approval to set up this year's carnival on the City of Porterville's ten acre site next to the fair grounds during the annual fair, from Wednesday, May 13, to Sunday, May 17, 2015.

This application is submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended. It has been routed according to the ordinance regulations and reviewed by all of the departments involved. All requirements are listed on the attached Exhibit A and Exhibit B.

RECOMMENDATION: That City Council approve the Community Civic Event Application and Agreement from the Tulare County Jr. Livestock Show and Community Fair, subject to the Restrictions and Requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

ATTACHMENTS:

1. Community Civic Event Application and Agreement, Exhibit A, Exhibit B, Outside Amplifier Permit, Map, and Certificate of Liability Insurance.

Appropriated/Funded: MB

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? YES E-mail address? YES Website? YES

Application date: 4/29/15 Event date: May 13-17, 2015
Event time: 5/13-5/14 4P-11P, 5/15 4P-12A, 5/16 12P-12A, 5/17 12P-11P
Name of Event: Porterville Fair

Sponsoring organization: Porterville Fair Phone (559) 781-6582
Address: 2700 W. Teapot Dome Ave.
Authorized representative: Susie Godfrey, Manager Phone (559) 781-6582
Address: same as above
Event chairperson: Miten Brown, Board Pres. Phone (559) 333-2994

Location of event see attached
(Location map must be attached)

Type of event: Community Fair

Non-profit organization status: SDIC 3 BL# 00358
(IRS Determination)

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

Barricades (quantity): YES (16) Street sweeping Yes No X

Police protection Yes X No Refuse pickup Yes X No

Other:

Parks facility application required: Yes No X Attached

Assembly permit required: Yes No X Attached

STAFF COMMENTS (list special requirements or conditions for event):

Appr. Deny

<u> </u>	<u> </u>	Bus. Lic. Spvr.	<u> </u>
<u> </u>	<u> </u>	Pub. Works Dir	<u> </u>
<u> </u>	<u> </u>	Comm. Dev. Dir.	<u> </u>
<u> </u>	<u> </u>	Field Svcs. Mgr.	<u> </u>
<u> </u>	<u> </u>	Fire Chief	<u> </u>
<u> </u>	<u> </u>	Parks Dir.	<u> </u>
<u> </u>	<u> </u>	Police Chief	<u> </u>
<u> </u>	<u> </u>	Admin. Svcs. Dir.	<u> </u>

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. **The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured.** A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. **This original certificate and endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval.** *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

SG Authorized Representative Initials

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

Internal Order of Eagles, 784-6123 N/A Authorized Representative Initials

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

SG Authorized Representative Initials

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

SG Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees.

Porterville Fair	<i>Susan Godfrey</i>	3/7/15
(Name of Organization)	(Signature)	(Date)

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

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

[illegible]

The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

CITY OF PORTERVILLE

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

Name of event: N/A

Sponsoring organization: _____

Event date: _____ Hours: _____

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed			
<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Parking lots and spaces</u>	<u>Location</u>		<u>Activity</u>

REQUIREMENTS FOR COMMUNITY CIVIC EVENT
TULARE COUNTY JR. LIVESTOCK SHOW AND COMMUNITY FAIR
PORTERVILLE FAIR
MAY 13-17, 2015

Finance Director:
M. Bemis

Deputy Public Works Director:
M. Reed

Community Development Manager: No comments.
J. Phillips

Deputy Public Works Director:
B. Styles

Fire Chief: No comment.
G. Irish

Parks and Leisure Services Director: No comments.
D. Moore

Police Captain: See Proposed Conditions/Requirements
J. Hall in Exhibit B.

Administrative Services Director: Please see Exhibit A, page 2.
P. Hildreth

REQUIREMENTS FOR COMMUNITY CIVIC EVENT

Sponsor: Tulare County Jr. Livestock Show and Community Fair
Event: Porterville Fair
Event Chairman: Mitch Brown
Location: 2700 W. Teapot Dome Ave.
Date of Event: May 13 -17, 2015

RISK MANAGEMENT: Conditions of Approval

That the Tulare County Jr. Livestock Show and Community Fair provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents, and Volunteers as "Additional Insured" against all claims arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event; and a Certificate of Liquor Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents, and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permittee's operation of a beer garden.

- A. Said Certificate of Insurance shall be an original (fax and xerographic copies not acceptable); the Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A:VII, and the insurance company must be an "admitted" insurer in the State of California.

CITY OF PORTERVILLE
Community Civic Event Application

Porterville Fair- May 15 - 17, 2015

Proposed Conditions/Requirements

- A Beer Garden shall be established as the primary location for the sales and consumption of alcoholic beverages. A minimum of two (2) security guards shall be assigned to control the Beer Garden while it is in operation. No persons under the age of 21 shall be allowed to enter the Beer Garden and no alcoholic beverages shall leave the Beer Garden except by patrons wearing authorized wristbands or on carts authorized for the sales of alcoholic beverages in other designated areas of the fairgrounds.
- Patrons wishing to purchase and consume alcohol inside or outside the confines of the Beer Garden must have an authorized wristband clearly displayed on one wrist in order to purchase and consume alcoholic beverages.
- Alcoholic beverages may only be purchased, possessed or consumed in certain areas when outside the confines of the Beer Garden. At no time shall alcoholic beverages be possessed or consumed within the area designated as ±Kiddy Land≤ or areas set aside for the entertainment of small children.
- Porterville Fair officials shall have been granted a temporary license to sell alcohol from the CA Dept. of Alcoholic Beverage Control.
- Porterville Fair officials will meet with Police Dept. Sgt. Barteau (559-782-7410 or 559-782-7400) to coordinate and schedule appropriate number of law enforcement officers to provide security, police the fairgrounds, and ensure safety during the fair event.
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of the neighborhoods or businesses surrounding the area.
- Amplified music shall not continue after 12:00 midnight.
- Porterville Fair officials shall reserve ±no less≤ than two (2) parking spaces for on-duty police vehicles ±at≤ the front (main) entrance to the fair and the same amount ±at≤ the rear entrance to the fair. This will guarantee the officers working the event will have immediate access to their vehicles to acquire equipment or detain/transport prisoners and shall not detract from the number of similar spaces needed for the staging of emergency equipment and crews inside the fairgrounds.

John Hall, Captain
Porterville Police Department
(559) 782-7405

Exhibit B

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



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

- 1 Name and home address of the applicant: Porterville Fair
2700 W. Teapot Dome Ave
- 2 Address where amplification equipment is to be used: Same
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Rio Productions -
Paul Serpa (owner) 1129 Betaville Ct., Tulare, Ca 93274
- 4 Type of event for which amplification equipment will be used: Music on Blvd & Rotary Stage
- 5 Dates and hours of operation of amplification equipment: May 13-17, 2015 no later than
12 A (midnight)
- 6 A general description of the sound amplifying equipment to be used: Microphones speakers and
sound amplification equipment

Section 18-9

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

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

Section 18-14

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

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

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

[Signature]
Signature of Applicant

3/7/15
Date

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

[Signature]
City of Porterville, Chief of Police/Designee

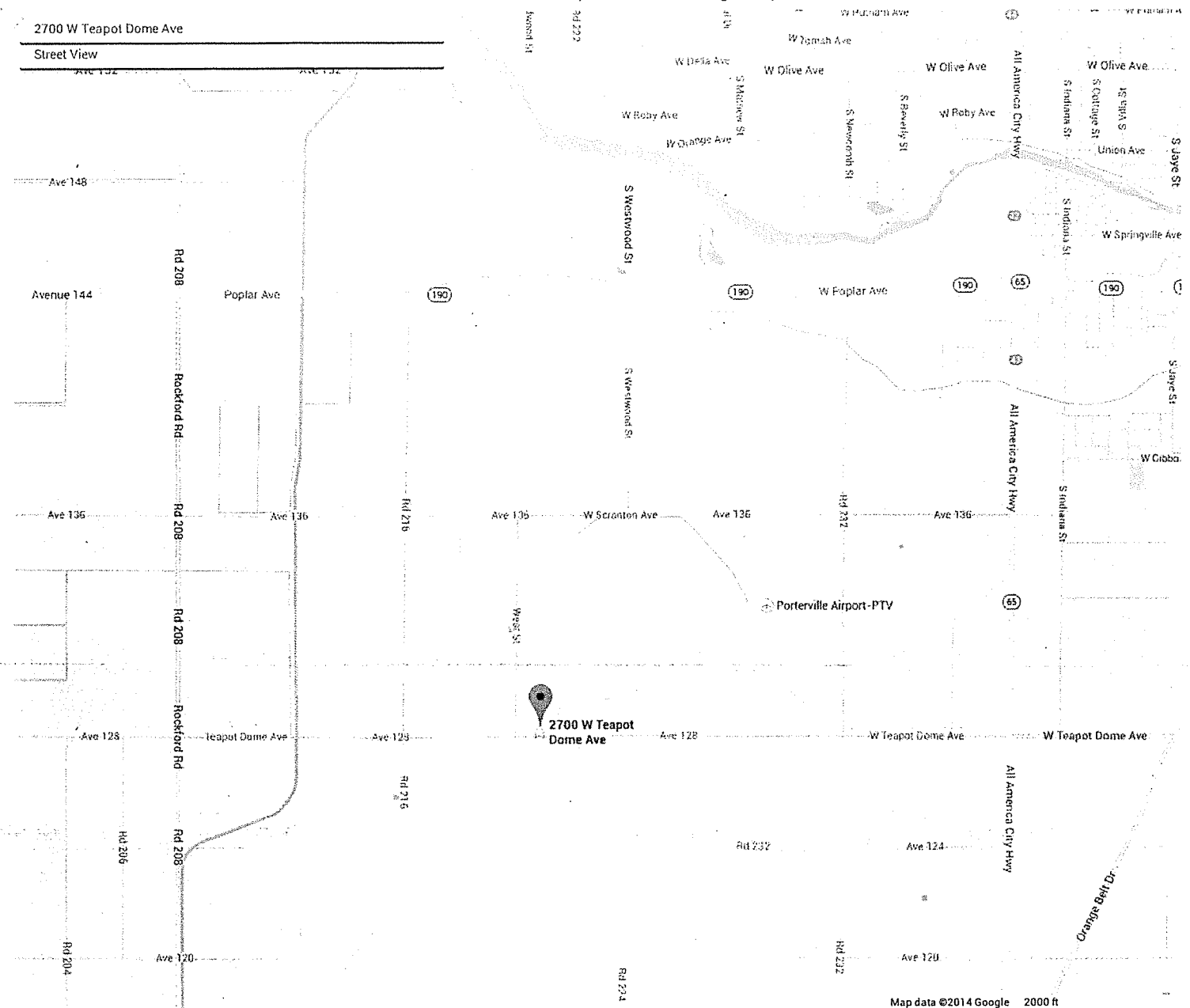
4/30/15
Date

3/21/2014

2700 W Teapot Dome Ave - Google Maps

2700 W Teapot Dome Ave

Street View



ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
10/06/14

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

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

PRODUCER K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME: LEISURE	
	PHONE (A/C, No. Ext): 800-553-8368	FAX (A/C, No): 260-459-5624
	E-MAIL ADDRESS: KK.EVENTSATTRACTIONS@KANDKINSURANCE.COM	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: NATIONAL CASUALTY COMPANY	
	INSURER B: SCOTTSDALE INDEMNITY COMPANY	
INSURED TULARE COUNTY JR. LIVESTOCK(SEE KR-SP-1) D/B/A PORTERVILLE FAIR P.O.BOX 369 PORTERVILLE, CA 93258	NAIC #	
	11991	
	15580	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1771051

REVISION NUMBER:

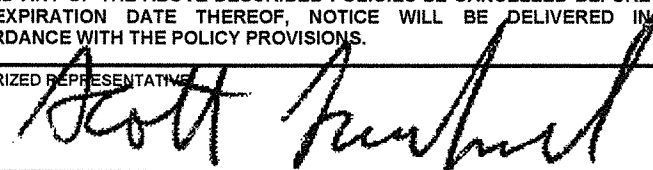
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NC=NOT COVERED

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	Y		KKI0004816300	12:01AM 10/01/14	12:01AM 10/01/15	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) 300000 MED EXP (Any one person) 5000 PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE NONE PRODUCTS-COMP/OP AGG 5000000 Part Lgl Liab NC
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			KKI0004816300	12:01AM 10/01/14	12:01AM 10/01/15	COMBINED SINGLE LIMIT (Ea Accident) 1000000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION			XKO0004816200	12:01AM 10/01/14	12:01AM 10/01/15	EACH OCCURRENCE 1000000 AGGREGATE 1000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

CERTIFICATE HOLDER IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY AS RESPECTS THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF PORTERVILLE 291 NORTH MAIN STREET PORTERVILLE, CA 92357	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):

THOSE PREMISES ON FILE WITH US UNLESS SPECIFICALLY DECLINED.

Name Of Person(s) Or Organization(s) (Additional Insured):

THOSE MANAGERS/LESSORS ON FILE WITH US UNLESS SPECIFICALLY DECLINED.

Additional Premium: INCLUDED

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises (Part Leased To You)
THOSE OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED ON FILE WITH US UNLESS SPECIFICALLY DECLINED.	THOSE PREMISES ON FILE WITH US UNLESS SPECIFICALLY DECLINED.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land;
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

THOSE DESIGNATED PERSONS OR ORGANIZATIONS ON FILE WITH US UNLESS SPECIFICALLY DECLINED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the

insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – LESSOR OF LEASED
EQUIPMENT – AUTOMATIC STATUS WHEN
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: City Council Member Requested Agenda Item - Request for the City Council to Consider Prohibiting the Installation of Natural Grass in Commercial and Industrial Zoned Areas, and to Require a Permit for the Installation of Natural Grass Exceeding 300 Square Feet in Residential Zoned Areas

SOURCE: City Manager's Office

COMMENT: City Council Member Ward has requested that the Council consider prohibiting the installation of natural grass in Commercial and Industrial zoned areas, and to require a permit for the installation of natural grass exceeding 300 square feet in Residential zoned areas.

RECOMMENDATION: That the Council authorize a Scheduled Matter on the next Council Agenda to consider prohibiting the installation of natural grass in Commercial and Industrial zoned areas, and to require a permit for the installation of natural grass exceeding 300 square feet in Residential zoned areas.

ATTACHMENTS:

Appropriated/Funded: N/A

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: California HERO Program - Property Assessed Clean Energy

SOURCE: Community Development

COMMENT: On August 5, 2014, City Council adopted Resolution 54-2014 opting into the Tulare County Property Assessed Clean Energy (PACE) Program and on March 17, 2015, adopted Resolution 28-2015 opting into the California First PACE Program. Staff was recently contacted by a representative of the California HERO PACE Program requesting that the City of Porterville opt into the California HERO Program.

The HERO Program was started in late 2011 in Western Riverside County and has seen success in funding over \$403 million in projects. Due to the success seen in Western Riverside County, the California HERO Program was developed to serve as a turnkey PACE option for all cities and counties in California. The California HERO Program is available at no cost to participating cities and counties and finances improvements which decrease energy, create clean renewable energy, or decrease water consumption.

The draft resolution and Joint Powers Agreement (JPA) authorizes property owners within the city of Porterville the ability to participate in the California HERO Program. The JPA would make Porterville an associate member of the Western Riverside Council of Governments to permit the provisions of the California HERO Program. The City of Porterville is not obligated to repay the bonds issued by Western Riverside Council of Governments or to repay the assessments levied on the participating properties.

The program is available to residential, commercial, multi-family, and industrial property owners wishing to upgrade their properties. The goal of the program is to promote economic growth and job creation in the city of Porterville by allowing businesses and property owners an additional financing tool to lower their operating costs by decreasing energy and water consumption.

RECOMMENDATION: That the City Council adopt the draft resolution and authorize the Mayor to sign the Joint Exercise of Powers Agreement opting into the California HERO Program.

ATTACHMENTS:

1. Resolution California HERO Program
2. Joint Powers Agreement for California HERO Program

3. California HERO Awards and Information Sheet

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONSENTING
TO THE INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE
CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION
RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY
IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND
APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT
RELATED THERETO

WHEREAS, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, Authority intends to establish the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Porterville (the "City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Improvements; and

WHEREAS, Authority has authority to establish the California HERO Program, which will be such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the City of Porterville as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the "JPA Amendment"), by and between Authority and

the City, a copy of which is attached as Exhibit "A" hereto, to assist property owners within the incorporated area of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of Improvements.

2. This City Council consents to inclusion in the California HERO Program of all of the properties in the incorporated area within the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction there over by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent and be secured by such contractual assessments.

4. This City Council hereby approves the JPA Amendment and authorizes the execution thereof by appropriate City officials.

5. City staff is authorized to and may coordinate with Authority staff to facilitate operation of the California HERO Program within the City, and may report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

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

AMENDMENT TO THE JOINT POWERS AGREEMENT ADDING CITY OF
PORTERVILLE AS AN ASSOCIATE MEMBER OF THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS TO PERMIT THE PROVISION OF PROPERTY
ASSESSED CLEAN ENERGY (PACE) PROGRAM SERVICES WITH SUCH CITY

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the ____ day of _____, 2015, by City of Porterville (“City”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”); and

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority intends to establish a PACE program to be known as the “California HERO Program” pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, which will authorize the implementation of a PACE financing program for cities and county throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services, including the operation of a PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. **JPA Amendment.**

Exhibit A

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

B. Implementation of California HERO Program within City Jurisdiction.

1. Boundaries of the California HERO Program within City Jurisdiction. City shall determine and notify Authority of the boundaries of the incorporated territory within City's jurisdiction within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries"), which boundaries may include the entire incorporated territory of City or a lesser portion thereof.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Establishment of California HERO Program. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

C. Miscellaneous Provisions.

1. Withdrawal. City or Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. City may withdraw approval for conduct of the HERO Program within the jurisdictional limits of City upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorney's fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
Attn: Executive Director

City:

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

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: _____

Date: _____

Executive Committee Chair

Western Riverside Council of Governments

CITY OF PORTERVILLE

By: _____

Date: _____

Title: Mayor, City of Porterville



ENVIRONMENTAL AND ECONOMIC PARTNERSHIP GOVERNOR OF CALIFORNIA



Awarded California's highest honor by Governor Brown for exceptional leadership in environmental preservation and economic stimulus.



BEST RESIDENTIAL PARTNERSHIP U.S. GREEN BUILDING COUNCIL



Recognized as a Top 10 Green Building Policy in California, serving as a national model, for financing residential and commercial energy efficiency and water conservation retrofits.



BEST OF THE BEST

Urban Land Institute | Recognized for sustainable community development and organizational leadership in providing: economic value, environmental quality, and social equity.



PRESIDENTS AWARD FOR EXCELLENCE

Southern California Association of Governments | Recognized for creating successful public/private partnerships and economic stimulus through bringing private funding into local communities.



BUSINESS ACHIEVEMENT AWARD

Climate Change Business Journal | Recognized for successfully partnering with local governments to develop residential financing programs for energy efficiency and renewable energy systems.



NORTON YOUNGLOVE AWARD

Western Riverside Council of Governments | Recognized for positive environmental and economic impact created through innovative financing structure and successful public/private partnership.



How it Works For Property Owners

1 Apply for HERO

You hear about HERO and decide to call and find more about it, or search on the web. You, then apply for HERO.



or

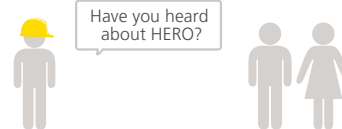


855-HERO-411
(855-437-6411)

1 or 1

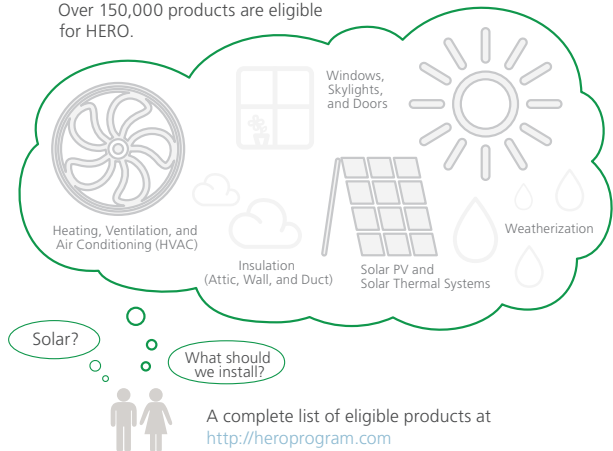
1 Meet Contractor

You have a contractor you want to work with. Your contractor introduces HERO.



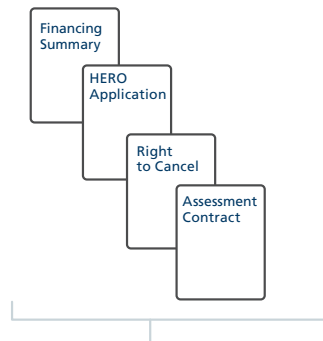
2 Select Project

Over 150,000 products are eligible for HERO.



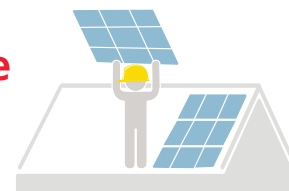
3 Sign Financing Documents

After you picked out a product(s) you would like to install, you sign Financing Documents.



Send ALL original signed documents to HERO.

4 Complete Project



5 Sign Completion Certificate

After your product is installed, you and your contractor sign the Completion Certificate.

6 Pay Contractor

PROPERTY TAX BILL	
Charges Levied by Taxing Agencies	Amount
Development Mello-Roos	10.00
HERO Financing	1200.00
Paramedics Assessment	40.00
Total Amount	\$1250.00



7 Make Payments



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Request for a Conditional Use Permit (PRC 2015-008-C) to Allow for the Sale of Alcohol for the Vault Bar & Grill Located at 178 N. Main Street

SOURCE: Community Development

BACKGROUND: On February 20, 2015, the applicant, Mr. Sam Zenz, submitted an application to the Project Review Committee (PRC) to consider a Conditional Use Permit to allow for the sale of beer and wine under a Type 41 On-Sale Beer & Wine license for a Bona-Fide Public Eating Place for The Vault Bar & Grill located at 178 N. Main Street within an existing tenant space in Downtown Porterville.

COMMENT: The California Department of Alcoholic Beverage Control (ABC) allows for a specific number of licenses per census tract, based on population. Whenever the ratio of on-sale licenses to population in a census tract exceeds the average ratio for the county, an “undue concentration” of licenses is determined to exist. The subject site is located within Census Tract 38.02; this tract contains 17 licenses for alcohol sales; ten (10) on-sale and seven (7) off-sale. In Census tract 38.02, three (3) on-sale and four (4) off-sale are allowed without being deemed over-concentrated. Approval of this on-sale license would be the eleventh (11th) on-sale license, eight (8) above the allowable as determined by ABC. Due to the over-concentration of on-sale licenses, a Letter of Public Convenience or Necessity will be required.

During the Project Review Committee meeting, the PRC acknowledged that the proposed location of the project and the conditions under which it will be operated or maintained will not be detrimental to the public health, safety, or welfare to properties or improvements in the vicinity.

ANALYSIS: It is not anticipated that this use would have a negative impact on the surrounding properties. Conditions of approval are in place to protect the public’s safety and interest. Due to the close proximity of Believer’s Church (383 feet from property line to property line) and Church of God of Prophecy (500 feet from property line to property line), alcohol advertisement visible from the outside of the proposed building shall not be allowed. The applicant is conditioned to operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and to operate the business in compliance with all laws, ordinances and regulations regarding the sale of alcohol. Furthermore, at all times the facility shall be operated and maintained to comply with State Laws, the City of Porterville Development Ordinance, adopted Building Codes and all other applicable laws and ordinances.

The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for Downtown Retail North of Olive Avenue (DR-N). The DR-N designation is intended to maintain the pedestrian- and transit-oriented environment of retail, restaurants, services and government offices with active commercial uses on the ground floor in the heart of Porterville's Downtown. The proposed restaurant with alcohol sales would suit the purpose of the zone designation. The restaurant is a permitted use in the DR-N Zone, and alcohol sales may be permitted in that zone with the requested Conditional Use Permit.

ENVIRONMENTAL REVIEW:

On April 21, 2015, 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:

That the City Council:

1. Adopt the draft resolution approving Conditional Use Permit (PRC 2015-008-C) subject to conditions of approval; and
2. Authorize the Mayor to sign the Letter of Public Convenience or Necessity.

ATTACHMENTS:

1. Locator Map
2. 500' Radius Map
3. Floor Plan
4. Existing Licenses
5. Draft Resolution
6. Letter of Public Convenience

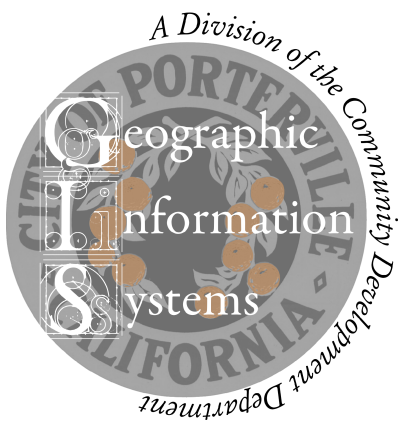
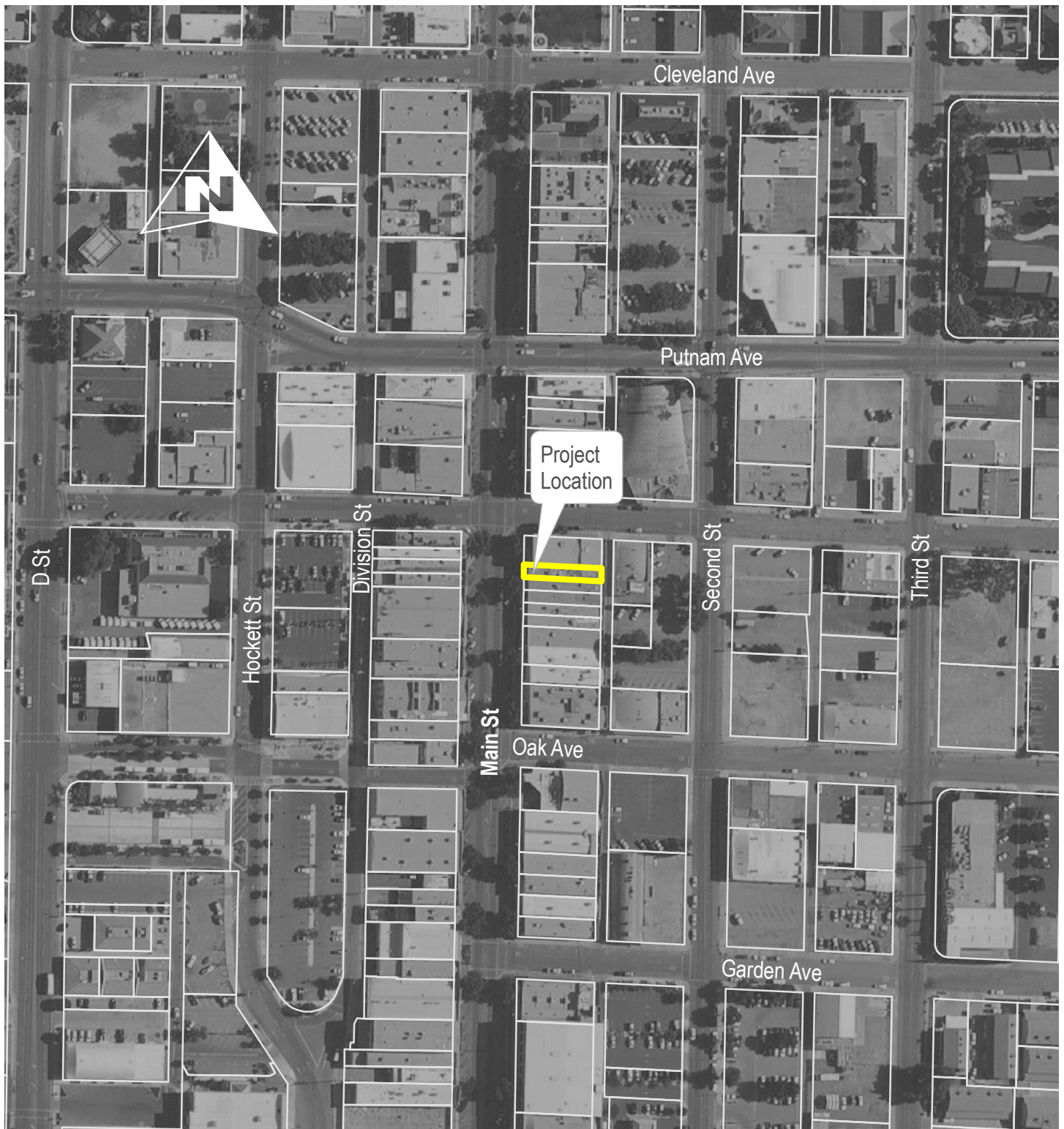
Appropriated/Funded: N/A

Review By:

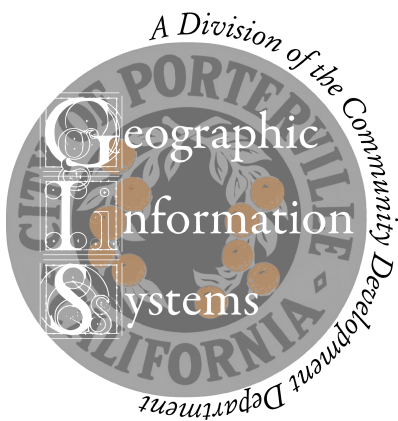
Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager



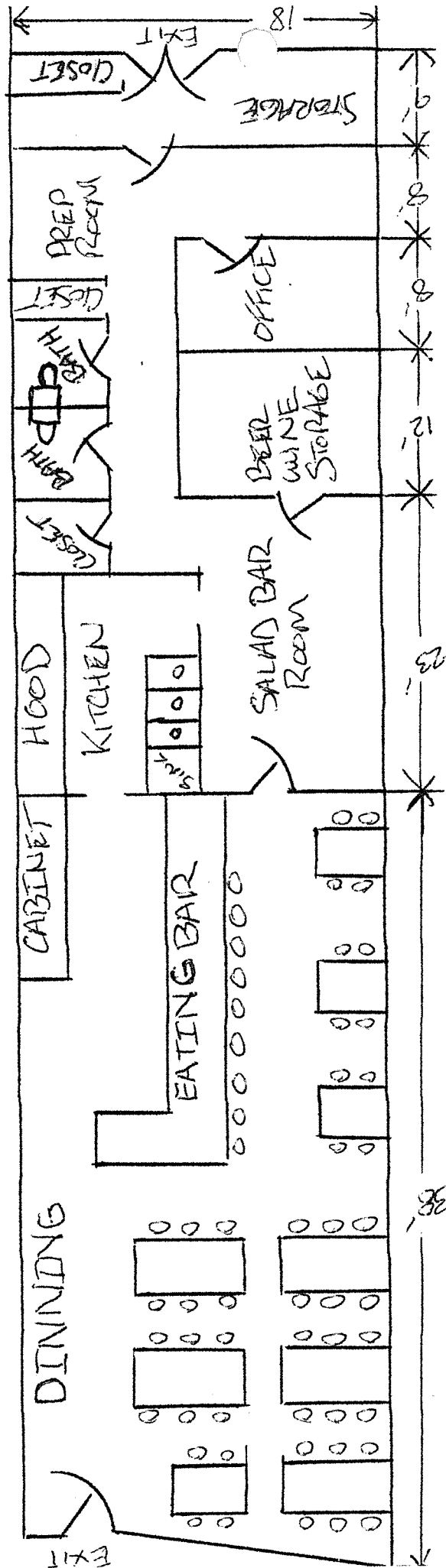
PRC 2015-008
The Vault Bar & Grill @ 178 N Main St
Project Locator Map
1" = 200 ft.



PRC 2015-008
 The Vault Bar & Grill @ 178 N Main St
 500' Radius Map
 1" = 200 ft.

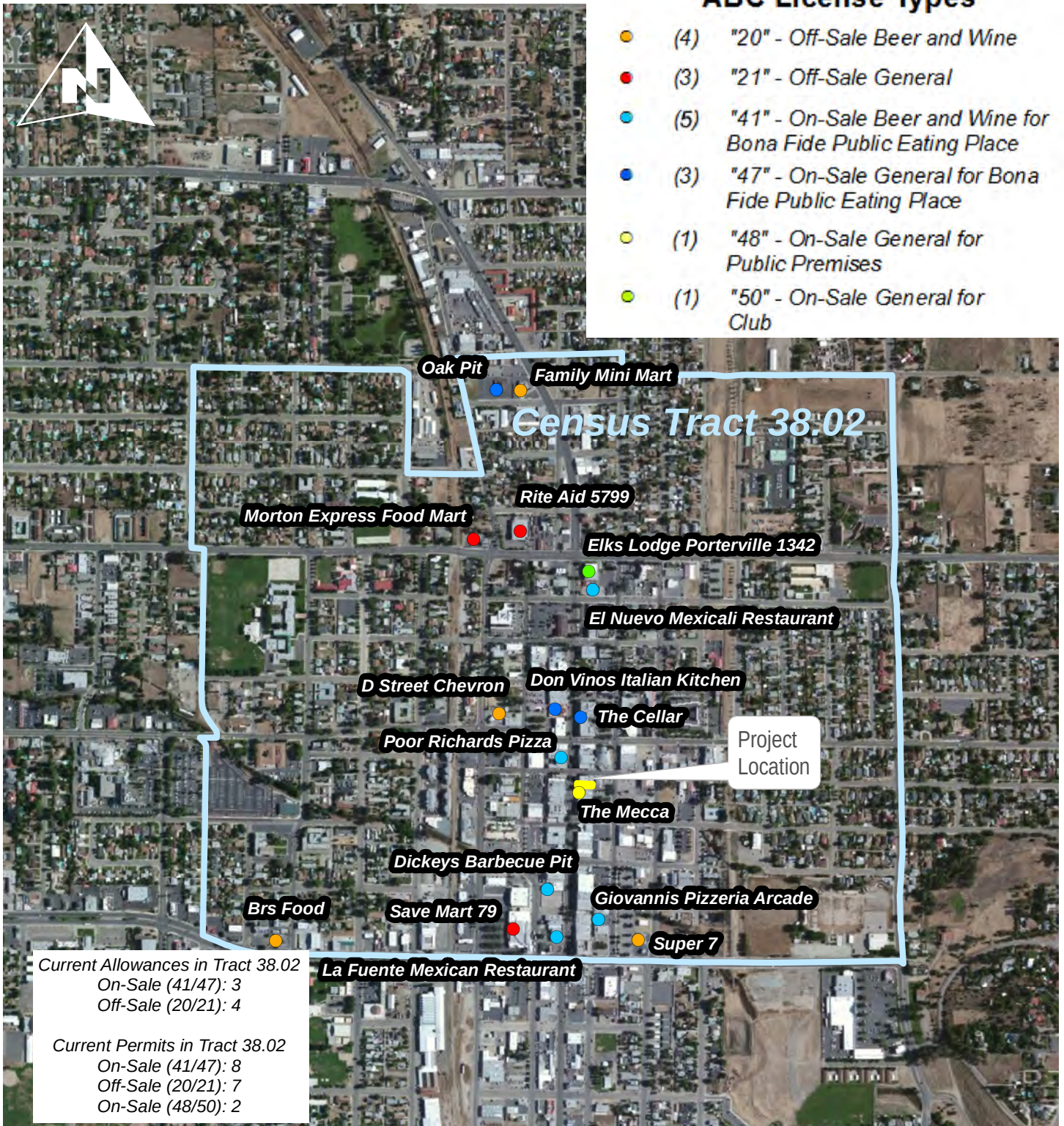
THE VAULT BAR & GRILL
 178 N MAIN
 PORTERVILLE CA 93257

APN 253-187-011-000
 1800 S.F.
 CITY SEPTIC & WATER



ABC License Types

- (4) "20" - Off-Sale Beer and Wine
- (3) "21" - Off-Sale General
- (5) "41" - On-Sale Beer and Wine for Bona Fide Public Eating Place
- (3) "47" - On-Sale General for Bona Fide Public Eating Place
- (1) "48" - On-Sale General for Public Premises
- (1) "50" - On-Sale General for Club



PRC 2015-008
The Vault Bar & Grill @ 178 N Main St
ABC Permit Map
1" = 1,000 ft.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF CONDITIONAL USE
PERMIT (PRC 2015-008-C) TO ALLOW FOR A TYPE 41 ON-SALE BEER AND WINE
LICENSE FOR A BONA-FIDE PUBLIC EATING PLACE FOR THE VAULT BAR & GRILL
LOCATED AT 178 N. MAIN STREET

WHEREAS: On April 21, 2015, 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); and

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of May 5, 2015, conducted a public hearing to consider Conditional Use Permit (PRC 2015-008-C), to allow for a Type 41 On-Sale Beer and Wine license for a Bona-Fide Public Eating Place for The Vault Bar & Grill located at 178 N. Main Street; and

WHEREAS: The City Council of the City of Porterville authorized the ~~mayer~~ Mayor to sign the Letter of Public Convenience or Necessity because of the pedestrian- and transit-oriented environment of Downtown Porterville within which the restaurant is located; and

WHEREAS: The City Council of the City of Porterville received testimony from all interested parties related to said Conditional Use Permit; and

WHEREAS: The City Council made the following findings:

1. That the proposed project will advance the goals and objectives of, and is consistent with, the policies of the General Plan and any other applicable plan that the City has adopted.

The DR-N designation is intended to maintain the pedestrian- and transit-oriented environment of retail, restaurants, services and government offices with active commercial uses on the ground floor in the heart of Porterville's Downtown, focused on Main Street. The proposed restaurant with alcohol sales would suit the purpose of the zone designation. The restaurant is a permitted use in the DR-N Zone, and alcohol sales may be permitted in that zone with a Conditional Use Permit.

2. That the proposed location of the project and the conditions under which it will be operated or maintained will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity.

Conditions of approval are included herein to ensure adequate development standards are met. The project is located within an existing building in the Downtown area that has been well maintained since its original development. Further, all land owners within the city of Porterville are held to performance standards identified in Chapter 306 of the Development Ordinance. Specifically, Section 306.03 of the Ordinance states, "Land or buildings shall not be used or

occupied in a manner creating any dangerous, injurious, or noxious fire, explosive, or other hazard; noise, vibration, smoke, dust, odor, or form of air pollution; heat, cold, dampness, electrical or other disturbance; glare, refuse, or wastes; or other substances, conditions, or elements which would substantially adversely affect the surrounding area.”

3. This project is Categorically Exempt pursuant to CEQA Guidelines §15061(b); (3) - General Rule: the approval of alcohol sales in a bona-fide eating establishment would have no physical change to the environment.
4. The California Department of Alcoholic Beverage Control (ABC) allows for a specific number of licenses per census tract, based on population. Whenever the ratio of on-sale licenses to population in a census tract exceeds the average ratio for the county, an “undue concentration” of licenses is determined to exist. The subject site is located within Census Tract 38.02. This tract contains 17 licenses for alcohol sales: ten (10) on-sale and seven (7) off-sale. In Census tract 38.02, three (3) on-sale and four (4) off-sale are allowed without being deemed over-concentrated. Approval of this on-sale license would be the eleventh (11th) on-sale license, eight (8) above the allowable number as determined by ABC. Due to the over concentration of on-sale licenses, a Letter of Public Convenience or Necessity will be required.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit (PRC 2015-008-C) subject to the following conditions:

1. The developer/applicant shall keep the beer and wine in a secure place with access only available to the employees, shown herein in the storage area in Exhibit “A.” Any future changes in operation which substantially alter the condition or nature of the subject business will require approval by the City Council if such modification involves expansion, relocation, or change in accessibility to the conditioned uses.
2. The facility shall be operated and maintained to comply with applicable State and Federal laws, and the City of Porterville Development Ordinance at all times.
3. The applicant shall maintain the security lighting on the exterior of the building and in the parking lot in a manner to allow reasonable surveillance of the area to the satisfaction of the Police Department and Zoning Administrator.
4. The applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations regarding the sale of alcohol. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.10 of the Porterville Development Ordinance.

5. The elements of the conditional use permit approving on-site alcohol sales will be subject to modification or revocation if the State of California imposes sanctions on the on-sale license.
6. The entire site shall be permanently maintained free of accumulated dirt and litter and in an otherwise neat and attractive manner.
7. No alcohol advertising shall be displayed and/or viewed from the outside of the proposed building.
8. The consumption of alcoholic beverages shall be prohibited off-site or outside of the building.
9. Upon approval of the conditional use permit, any future violations of regulations of the codes relating to the sales or consumption of alcohol, and/or excessive service calls by the Police Department resulting from the sales of alcohol will result in revocation of the Conditional Use Permit.
10. Unless an extension of time is granted by the City Council, the conditional use permit shall expire two (2) years after the date of approval if the on-sale Type 41 Beer and Wine Alcohol License for a Bona-Fide Eating Place is not active or actively pursued. The alcohol license permits sale of beer and wine in conjunction with the serving of meals.
11. The hours of operation during which alcoholic beverages may be sold and served under the on-sale license shall be limited to only during business hours.
12. That a Letter of Public Convenience or Necessity shall be required.

PASSED, APPROVED AND ADOPTED this 5th day of May, 2015.

ATTEST:
John D. Lollis, City Clerk

Milt Stowe, Mayor

By _____
Patrice Hildreth, Chief Deputy City Clerk

May 5, 2015

California Department of Alcoholic Beverage Control
Fresno District Office
3640 East Ashlan Ave
Fresno, CA 93726
ATTN: Christine Weldon

RE: The Vault Bar & Grill – 178 N. Main Street

Dear Ms. Weldon:

The City Council of the City of Porterville has elected to approve submittal of this letter regarding the public convenience or necessity to be served through issuance of a Type 41 On-Sale Beer & Wine for Bona Fide Public Eating Place license for The Vault Bar & Grill located at 178 N. Main Street, Porterville. The Downtown Porterville area within which the proposed restaurant will be located is in the heart of Porterville and has significant economic draw beyond the boundaries of the census tract.

Approval of this letter was based on the following:

1. Per Section 23958.4 of the “Business and Professions Code,” the subject site is located within Census Tract 38.02; this tract contains 17 licenses for alcohol sales; ten (10) on-sale, seven (7) off-sale. In Census tract 38.02, three (3) on-sale and four (4) off-sale are allowed without being deemed over-concentrated. Approval of this on-sale license would be the eleventh (11th) on-sale license, eight (8) above the allowable as determined by ABC. Due to the over concentration of on-sale licenses, a Letter of Public Convenience or Necessity will be required.
2. On May 5, 2015, the City Council conditionally approved Conditional Use Permit (PRC 2015-008-C), review attached resolution, to allow the on-sale of beer and wine under a Type 41 License located at 178 N. Main Street. As a condition of approval, a Letter of Public Convenience or Necessity was required to be approved by the City Council.
3. In consideration of the above, the City Council determined that public convenience or necessity would be served by the issuance of an on-sale beer and wine license.

Further issuance of an on-sale license allowing beer and wine sales represents a viable economic asset to the community which will contribute tax revenues to the local economy. The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for Downtown Retail North of Olive Avenue (DR-N). The DR-N designation is intended to maintain the pedestrian- and transit- oriented environment of retail, restaurants, services and government offices with active commercial uses on the ground floor in the heart of Porterville’s Downtown, focused

on Main Street. The proposed restaurant with alcohol sales would suit the purpose of the zone designation. The restaurant is a permitted use in the DR-N Zone, and alcohol sales may be permitted in that zone with the requested Conditional Use Permit.

For these reasons, the City Council of the City of Porterville supports issuance of a Type 41 (beer and wine) License for The Vault bar & Grill located in Downtown Porterville at 178 N. Main Street.

Sincerely,

Milt Stowe, Mayor



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Second Reading - Ordinance 1823, Approving Zone Change (PRC 2015-002-Z) From RM-3 (High Density Residential) to CG (General and Service Commercial) at 61 W. North Avenue

SOURCE: Administrative Services

COMMENT: Ordinance 1823, an Ordinance of the City Council of the City of Porterville Approving Zone Change (PRC 2015-002-Z) From RM-3 (High Density Residential) to CG (General and Service Commercial) at 61 W. North Avenue, was given first reading on April 21, 2015, and has been printed.

RECOMMENDATION: That the City Council give second reading to Ordinance 1823, waive further reading, and adopt said Ordinance.

ATTACHMENTS:

1. Ordinance 1823
2. Ordinance Exhibit "A"

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

ORDINANCE NO. 1823

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING ZONE CHANGE (PRC 2015-002-Z) FROM RM-3 (HIGH DENSITY
RESIDENTIAL) TO CG (GENERAL AND SERVICE COMMERCIAL)
AT 61 W. NORTH AVENUE

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of April 21, 2015, conducted a public hearing to consider and approve findings for Zone Change (PRC 2015-002-Z), being a change of zone from RM-3 (High Density Residential) to CG (General and Service Commercial) for the property located at 61 W. North Avenue; and

WHEREAS: The City Council of the City of Porterville determined that the proposed zone change (PRC 2015-002-Z) is consistent with the guiding and implementation policies of the adopted 2030 General Plan; and

WHEREAS: On March 12, 2015, 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; and

WHEREAS: The City Council made the following findings that the proposed project will advance the goals and objectives of and is consistent with the policies of the General Plan and any other applicable plan that the City has adopted.

- a. The project supports and complies with the following General Plan guiding policies:
LU-G-1: Promote a sustainable, balanced land use pattern that responds to existing needs and future needs of the City.
ED-G-2: Retain, improve, and promote existing business in Porterville and foster local start-up businesses.
ED-G-5: Retain existing local businesses and foster local start-ups.
- b. The subject zone change will not create any environmental impacts on the adjacent neighborhood since it will not include a development component, as the property consists of an existing commercial building.
- c. The location of the existing building and proposed zoning of General and Service Commercial will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does ordain as follows:

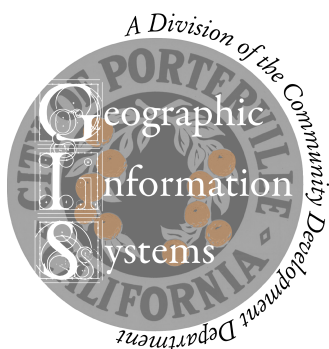
- Section 1: That the following described property in the city of Porterville, County of Tulare, State of California, known as Zone Change PRC 2015-002-Z, is hereby rezoned from RM-3 (High Density Residential) to CG (General and Service Commercial), pursuant to Section 3 below, for the parcel described herein as Assessor Parcel Number 252-155-004 located at 61 W. North Avenue; and
- Section 2: It is further ordained that all records of the City of Porterville, together with the official zoning map of the City of Porterville, shall be changed to show the above described real property is rezoned from RM-3 (High Density Residential) to CG (General and Service Commercial) for the parcel described above, more particularly shown on the attached map as Exhibit "A"; and
- Section 3: This ordinance shall be in full force and effect not sooner than thirty (30) days from and after the ordinance's publication and passage.

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



PRC 2015-002
Zone Change @ 61 W North Ave
Zoning Map
1" = 300 ft.



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Animal Control Ordinance Update

SOURCE: Community Development

COMMENT: At the meeting of May 20, 2014, the City Council gave first reading to an ordinance establishing the Animal Control Commission, and directed staff to work with that commission to review the animal control ordinance. In recent months, the Commission has reviewed the proposed language and listened to public comment regarding the ordinance. The resulting draft is presented for review by the City Council.

Currently, animal control is regulated in various chapters of the City's municipal code. Chapter 5 of the Municipal Code addresses Animal Control in general, and Chapter 21, Section 301.03 addresses animal keeping as an accessory to a primary residential use. The proposed amendments combine these two related ordinances into a single chapter of the Municipal Code, with the intention of making City regulations related to animal keeping clearer for the general public to find and research. Proposed changes also focus on more elaborate parameters regarding ethical animal treatment, mandatory spay and neuter requirements, and accommodations for urban/backyard farming.

Major substantive changes in the proposed ordinance compared to the current regulations are summarized in the table below.

Topic	Proposed Ordinance	Current Ordinance
Spay/neuter of dogs & cats	Mandates spay/neuter except in special circumstances, such as health of animal, competition animal, service animal, or association with licensed kennel.	Applies to dogs only. Not mandatory, but offers a lesser license fee.
License terms	Dogs and cats must be licensed. Accommodates longer license terms to match the term of the rabies vaccination.	Applies to dogs only. Specified one year time frames from July 1 to June 30,

		ignoring the term of the rabies vaccination.
Leash requirements	Requires owner/handlers to walking a dog in a public place to use a leash. Number of dogs walked must be controllable by the handler, and cannot exceed three.	Not addressed
Animal Keeping	Largest new section of Ordinance. - Incorporates Animal Keeping from Ch 21, Section 301.03. Further, accommodates keeping of chickens on a property with a single family use; note this is distinct from specifying the zone district. Also, allows keeping of ag animals on lots 2 acres or larger developed as a single family residential use, with ZA approval, and subject to specific criteria. -Adds Animal Care, Control, & Subsistence, which defines minimum care requirements for animal keeping. -Establishes an annexation compliance/transition period of one year. -Prohibits animals in city buildings and vehicles (would not apply to service dogs, including police dogs) -Defines as unlawful the keeping of an animal within the City if it is known they have a disease transmittable to humans or detrimental to other animals and authorizes the police dept to seize any such animal. -Prohibits cruelty to and abandonment of animals. -Prohibits killing/butchering/processing of animals within the public view. -Nuisance and Hearing provisions relocated to this subsection.	Keeping of Animals currently addressed in Ch 21, Section 301.03. Chickens not allowed in residential zones, and ag animals allowed only in AG & RR zones. Nuisance subsections (3.9 through 3.13) are currently in another section. Other subsections are not addressed in current ordinance.

RECOMMENDATION: That the City Council review the proposed changes and if the Council opines that no major additions or revisions are required, direct staff to schedule the ordinance for public hearing at a future Council meeting.

ATTACHMENTS: 1. Draft Animal Control Ordinance

2. Draft Animal Control Ordinance- Redline Markup
3. Excerpts from May 20, 2014 Council Staff Report

Appropriated/Funded: N/A

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

Porterville Municipal Code Chapter 5 and Chapter 21, Section 301.03

Proposed Changes

Chapter 5, and Chapter 21, Section 301.03 of the Porterville Municipal Code are repealed in their entirety and replaced with the following:

Chapter 5

ANIMAL CONTROL

Article I

GENERAL PROVISIONS

Sections:

- 5-1.0 Definitions
- 5-1.1 Animal Control Unit
- 5-1.2 Records
- 5-1.3 Animal Shelter
- 5-1.4 Dog Parks
- 5-1.5 Impounding /Collection of Animals
- 5-1.6 Right to Enter Premises
- 5-1.7 Interference with Duties

5-1.0 DEFINITIONS:

- (a) The term "owner," or "handler," as used in this Chapter, means any person, firm or corporation owning, harboring, having an interest in, or having control, custody or possession of an animal. In the case of an animal which is owned by a minor, the parent or guardian of the minor shall constitute the "owner" of such animal for the purposes of this Chapter.
- (b) The term "at large," as used in this Chapter, means any animal that is off the premises of its owner and not under restraint by leash or chain, or which is wandering or running freely on public property or property belonging to a person not the owner or person in control of the animal and without supervision, accompaniment and adequate restraint.
- (c) The term "dangerous animal," as used in this Chapter, means a dog or other animal which has attacked, bitten or injured any human being or other animal without reasonable provocation, or which has been so declared pursuant to this Chapter, or under the facts and circumstances has acted in a threatening manner towards any human being or other animal or has displayed characteristics of being trained for fighting, or there is other evidence to show such training or fighting.
- (d) The term "attack," as used in this Chapter, means any unprovoked aggressive behavior toward a person or animal. Aggressive behavior in defense of property or territory of the owner shall constitute an attack unless the dog or other animal is securely contained within

an enclosure sufficient to prevent physical contact with a person or animal outside such enclosure.

- (e) The term “field officer,” as used in this Chapter, shall mean any officer of the police department or other employee of the City as designated to enforce this ordinance.
- (f) The term “competition dog,” as used in this Chapter, shall mean any animal which is used to show, to compete, or to breed which is of a breed recognized by the American Kennel Club, United Kennel Club, or American Dog Breeders Association and meets the following requirements:
 - (1) The dog has competed in at least one (1) dog show or sporting competition sanctioned by the national registry or approved by the department within the last 365 days.
 - (2) The dog has earned a confirmation, obedience, agility, carting, herding, protection, rally, sporting, working, or other title from a purebred dog registry or dog sport association.
 - (3) The owner or custodian of the dog is a member of a purebred dog breed club, approved by the department, which maintains and enforces a code of ethics for dog breeding that includes restrictions from breeding dogs with genetic defects and life threatening health problems that commonly threaten the breed.
- (g) The term “competition cat,” as used in this Chapter, shall mean any show cat (also known as a purebred cat or pedigreed cat) that is recognized by the Cat Fanciers’ Association and/or The International Cat Association and meets the following requirements:
 - (1) The owner or custodian of the cat is a member of a purebred cat breed club, approved by the department, that encourages its members to be owners and breeders of cats who work together to promote the preservation of pedigreed cats and the health and welfare of domestic cats.
 - (2) Maintains a certified pedigree registry.
 - (3) Has participated in a cat show in the last 365 days, which promotes both pedigreed and non-pedigreed cats.
 - (4) The owner or custodian of the cat is a member of a purebred cat breed club, approved by the department, which maintains and enforces a code of ethics for cat breeding that includes restrictions from breeding cats with genetic defects and life threatening health problems that commonly threaten the breed.
- (h) The term “service animal,” as used in this Chapter, means any animal which shall include, but not be limited to, assistance dogs, guide dogs, signal dogs, police dogs, search and rescue animals, or other service animals as defined by applicable State or Federal law, or being trained for such use.

- (i) The term "altered animal," as used in this Chapter, means any animal that has been surgically altered (spayed/neutered) or by means of written proof from a licensed veterinarian stating that the animal does not possess the capability of reproduction.
- (j) The term "unaltered animal," as used in this Chapter, means any animal capable of reproduction.
- (k) The term "licensable animal," as used in this Chapter, means a domestic dog or cat. Other domestic pets, such as birds or aquarium fish, are not required to obtain a license.

5-1.1 ANIMAL CONTROL UNIT: Supervision of the Animal Control Unit shall be delegated to any supervisor of the police department at the direction of the Chief of Police and/or his/her designee. The Police Department shall carry out the duties of Animal Control.

- (a) Any City employee acting in the capacity of animal control duties shall have the following powers:
 - (1) To enforce the provisions of this chapter and state laws relating to the care, treatment, impounding and destruction of animals. These provisions will also encompass the adoption of animals and/or safe return of animals to their rightful owner.
 - (2) The Chief of Police may formulate rules and regulations in conformity with and for the purposes of carrying out this chapter.
- (b) The Chief of Police or his designee shall have authority to determine whether any animal has engaged in the behaviors or exhibits any of the characteristics of a dangerous animal.

5-1.2 RECORDS: The police department shall keep a record of every animal impounded pursuant to this Chapter which shall include a description of the animal, the date of receipt, the date and manner of disposal, the name of the person redeeming or purchasing, and the fees, charges and proceeds of sales received on account of said animal, and any additional records as may be required.

5-1.3 ANIMAL SHELTER: There shall be provided by the police department a suitable building, enclosure, or other support facility to keep and safely hold all animals to be impounded pursuant to the provisions of this Chapter, and said building or enclosure shall be known and designated as the "Shelter."

5-1.4 DOG PARKS: There may be provided by the City certain defined open spaces for the purposes of allowing dogs to run freely in a specified enclosed area, and said enclosed open space areas shall be known and designated as "Dog Parks." Dog parks shall be regulated by rules to be adopted by the City Manager and/or his/her designee.

5-1.5 IMPOUNDING/COLLECTION OF ANIMALS: The police department may pick up, impound and safely keep any animal that is found running at large contrary to the provisions of this Chapter within the incorporated territory of the city.

5-1.6 RIGHT TO ENTER PREMISES: Any police department employees performing animal control duties shall be authorized to enter upon any premises for the purpose of enforcing the provisions of this Chapter.

5-1.7 INTERFERENCE WITH DUTIES: It shall be unlawful for any person to interfere with police department employees engaged in the performance of animal control duties.

Article II

LICENSABLE ANIMALS

Sections:

- 5-2.1 License Required
- 5-2.2 Mandatory Spay/Neuter Requirement
- 5-2.3 Issuance of License and Tag
- 5-2.4 Time Limits
- 5-2.5 Vaccination Certificate Required
- 5-2.6 Term of License
- 5-2.7 License Fees
- 5-2.8 Exemption: Service or Assistance Animals
- 5-2.9 Extension of Time: Animals too Ill to be Vaccinated
- 5-2.10 Replacing Lost or Stolen Tags
- 5-2.11 License Transferable
- 5-2.12 Affixing License Tag
- 5-2.13 Impounding Biting or Attacking Animals
- 5-2.14 Notice to Owner of Licensed Animal
- 5-2.15 Redemption of Impounded Animals
- 5-2.16 Fees for Impounding and Keeping Licensable Animals
- 5-2.17 Adoption, Rescue, and/or Destruction of Impounded Animals
- 5-2.18 Licensing Impounded Dogs
- 5-2.19 Removal of Tag
- 5-2.20 Display of Tag
- 5-2.21 Keeping Dangerous Animals
- 5-2.22 Interference with Highways
- 5-2.23 Permitting Animals to Run At Large
- 5-2.24 Leash Requirements
- 5-2.25 Barking Dogs

5-2.1 LICENSE REQUIRED: Every owner of a licensable animal within the city, shall secure a license from a Police Department facility for each licensable animal within the time limits set forth in this Chapter. It shall be unlawful for any owner to fail to secure said license in accordance with the provisions of this Chapter. A license need not be secured for a licensable animal which is brought into the city by its visiting owner or for the purpose of being entered in a show or exhibition, provided that the owner of such animal provides proof of current license and/or current

rabies vaccination from the jurisdiction of origin, and the animal is removed from the city limits no more than thirty (30) days after entry.

5-2.2 MANDATORY SPAY/NEUTER REQUIREMENT: It has been shown that mandatory spaying/neutering has been effective in reducing the population of animals in the city. By requiring mandatory spaying/neutering, the police department is working to reduce the number of euthanizations conducted in the City of Porterville each year. Spaying/neutering has been shown to be effective in reducing animals running at large and also reduces aggressive behavior in animals. As an additional benefit, this requirement will cut costs to the community in managing the pet population.

- (a) Requirement for Altered Animals: No person may keep, own or harbor an unaltered dog or cat over four (4) months of age within the city limits, unless an unaltered license has been properly obtained. An owner or custodian of an unaltered dog or cat must have the animal spayed or neutered or obtain an unaltered license in accordance with the exceptions to the spay/neuter requirements as described in section (b) “Unaltered Animals.”
- (b) Unaltered Animal License: An owner or custodian of an unaltered dog or cat over the age of four (4) months must obtain an annual unaltered animal license. The license shall be issued only if the department has determined that all of the following conditions have been met:
 - (1) The owner or custodian has submitted the required application for the license and the applicable fees for the license have been paid in accordance with the fee schedule as set by Resolution of the City Council.
 - (2) The animal meets one or more of the following exemptions:
 - (i) An animal unable to be spayed/neutered without a high likelihood of suffering serious bodily harm or death due to age or infirmity, which is confirmed in writing from a licensed veterinarian.
 - (ii) A competition animal as defined in this Chapter.
 - (iii) A service animal which shall include, but not be limited to, assistance dogs, guide dogs, signal dogs, police dogs, search and rescue animals, or other service animals as defined by applicable State or Federal law, or being trained for such use.
 - (iv) An animal associated with a licensed kennel within the city for breeding purposes.

5-2.3 ISSUANCE OF LICENSE AND TAG: An application for a license required by this Chapter shall be filed with the Police Department. Upon payment of the required fee and upon compliance with the other requirements of this Chapter, a license shall be issued. The application shall contain a description of the animal including the age, sex, color and breed of the animal, and the name and address of the owner. The license shall contain a serial number and such other information as the police department may determine. The police department shall keep a copy of the application on file. With each license issued, the police department shall also issue a tag that

shall bear the words "City of Porterville" and the serial number on the animal license. The tag shall be securely worn by the animal for which the license was issued.

5-2.4 TIME LIMITS:

- (a) An owner of a licensable animal shall secure a license for the animal within thirty (30) days after he/she acquires ownership of the dog or cat. However, if a licensable animal is less than four (4) months of age when the owner acquires it, the owner shall secure a license for the animal within ten (10) days after the animal becomes four (4) months of age.
- (b) Any person who enters the city and resides in the city for a period of thirty (30) days or more, and who has brought a licensable animal with him/her from outside the city, shall secure a license for the animal within thirty (30) days after the person first enters the city.

5-2.5 VACCINATION CERTIFICATE REQUIRED:

- (a) A license for an animal shall not be issued unless the owner of the animal presents a certificate signed by a veterinarian or other professional as authorized pursuant to applicable State law showing that said animal has been vaccinated against rabies. The certificate shall indicate that the period of time elapsing from the date of the vaccination to the date of expiration of the license does not exceed thirty six (36) months in the case of vaccination with live virus rabies vaccine or eighteen (18) months in the case of vaccination with killed virus rabies vaccine, as those types of vaccines are defined in Section 2606 et seq. of Chapter 17 of the California Code of Regulations. During any period when the city is designated as a rabies area pursuant to Sections 121575-121710 of the Health and Safety Code of the State of California, no killed virus vaccine shall be used other than vaccine of bovine nerve tissue origin.
- (b) Every duly licensed veterinarian or other authorized professional, after vaccinating any animal owned by a resident of the city of Porterville, shall sign a certificate containing the following information pursuant to Sections 121575-122374 of the Health and Safety Code:
 - (1) The type of vaccination used.
 - (2) The date of the vaccination.
 - (3) The breed, age, color and sex of the vaccinated animal.
 - (4) The serial number of the vaccination tag issued.
 - (5) The name and address of the owner of the animal.
- (c) The veterinarian or other authorized professional shall immediately present the original vaccination certificate to the owner of the animal, and shall deliver the duplicate copy to the police department. The veterinarian or other authorized professional shall keep a copy.

5-2.6 TERM OF LICENSE: Animal licenses shall be issued for all licensable animals older than four months of age at intervals not less than one year and not more than three years. Commencing on the first day of the month after a license period lapses, the police department shall collect a

delinquent penalty, in addition to the regular license fee, before issuing any license. The delinquent penalty shall be in an amount equal to the regular license fee as set forth in the fee schedule.

5-2.7 LICENSE FEES: The license fee for each licensable animal shall be established by a Resolution of the City Council as adopted in a fee schedule.

5-2.8 EXEMPTION: SERVICE OR ASSISTANCE ANIMALS: Any other provision of this Chapter notwithstanding, it shall be at the discretion of the police department regarding whether or not there will be a charge for the annual licensing of a service animal as described by this Chapter. Proof of such use or training shall be provided by the applicant at the time of license application in a form satisfactory to the police department, pursuant to Sections 365.5 and 365.7 of the Penal Code.

5-2.9 EXTENSION OF TIME: ANIMALS TOO ILL TO BE VACCINATED: If a licensable animal is too ill to be vaccinated against rabies at the time that the time limits set forth in this Chapter, expire, then the date for securing the license is extended until thirty (30) days after the date on which the animal is well enough to be vaccinated, and no delinquent penalties shall be charged for issuance of the license during said thirty (30) day period. However, an extension of time shall not be granted pursuant to this section unless the application for the license is accompanied by a certificate signed by a veterinarian setting forth facts which show that the licensable animal comes within the provisions of this chapter.

5-2.10 REPLACING LOST OR STOLEN TAGS: Whenever a tag issued for the current period has been stolen or lost, the owner of the animal for which the tag was issued may, upon the payment of a fee to the police department, receive a duplicate tag. The fee for a duplicate tag shall be set by Resolution of the City Council as adopted in a fee schedule.

5-2.11 LICENSE TRANSFERABLE: The license and tag issued pursuant to this Chapter may be transferred when the ownership of the animal is transferred. The new owner or the previous owner of the animal shall notify the police department in writing of the change in ownership of the animal and the name and address of the new owner. If such written notice is not given, the police department shall send all required notices concerning said animal to the person whose name and address are on file with the police department.

5-2.12 AFFIXING LICENSE TAG: It shall be unlawful to possess a licensable animal in the city limits without the tag issued pursuant to this Chapter being securely affixed to the animal by means of a collar, harness or other suitable device. It shall be unlawful for any person to affix the tag required by this Chapter to any animal except the animal for which it was issued and it shall be unlawful for the owner of an animal to allow the animal to wear a tag other than the tag issued for the current period.

5-2.13 IMPOUNDING BITING OR ATTACKING ANIMALS:

- (a) The police department shall have the power to summarily and immediately impound any animal where there is evidence it has attacked, bitten or injured any human being or other animal, or where there is evidence that an animal has acted in a threatening manner towards any human being, has exhibited characteristics of being trained for fighting or attacking,

or there is other evidence to show such training or fighting, pending any court proceeding or animal license or animal permit revocation proceeding arising from the attack, bite or injury; or pending a hearing pursuant to Section 5-2.29 and 5-2.30 of this Chapter. The police department may enter and inspect private property to enforce the provisions of this section. Failure to surrender to the police department upon demand an animal which is being impounded pursuant to this section is a misdemeanor. The police department shall also, as soon as reasonably possible, notify the bite victim of the rabies vaccination status of the biting animal.

An animal wearing a current license tag, impounded pursuant to the authority of this Chapter, shall be returned to the owner or custodian as provided by this Chapter when it is no longer required as evidence or considered to be vicious by the police department. Once the owner is notified the animal is to be returned, he/she has six working days, not including the date of notification, to retrieve the animal.

An animal not wearing a license tag, impounded pursuant to the authority of this section may be destroyed in accordance with applicable state and federal laws, if within six business days after being impounded, not including the date of impoundment, the owner has failed to make application to redeem the animal. If, within six business days after being impounded, not including the date of impoundment, the owner has applied to redeem the animal, then the animal shall be returned to the owner as provided by this Chapter, or when it is no longer required as evidence or considered to be vicious by the police department, and the owner has also satisfied all licensing requirements.

- (b) In lieu of impound, the police department may permit the animal to be confined at the owner's or custodian's expense in a licensed kennel or veterinary facility approved by the police department, or at the owner's or custodian's residence provided that the owner or custodian:
 - (1) Shall not remove the animal from the kennel or veterinary facility without the prior written approval of the police department.
 - (2) Shall make the animal available for observation and inspection by the police department.
- (c) The police department may have an animal impounded or confined as provided in (a) or (b) above, permanently identified by means of photo identification prior to release from impound or confinement.

5-2.14 NOTICE TO OWNER OF LICENSED ANIMAL: Within two (2) days after an animal which is wearing a license tag is impounded, the police department shall contact the owner by phone or in person at the address shown on the application for the license on file, and advise the owner of the procedure whereby he/she may apply to regain custody of the animal. If the owner cannot be contacted with the first (2) days of impoundment, the police department shall mail a written notice of the impoundment to the mailing address on file for the owner.

5-2.15 REDEMPTION OF IMPOUNDED ANIMALS:

- (a) The owner of any animal impounded, other than pursuant to this Chapter, may redeem the animal at any time prior to its sale or destruction. The owner desiring to redeem an animal shall deliver to the police department an application for redemption and a statement in a form prescribed by the police department which shall contain a description of the animal to be redeemed, the name and address of the owner, and the statement that he or she is the owner of the animal. The police department shall issue to the owner a written statement containing the name and address of the owner, a description of the animal redeemed, the date on which the animal was impounded, and the accrued fees, and said statement shall serve as a certificate of redemption and receipt for the fees paid.
- (b) The owner of any animal impounded pursuant to this Chapter may redeem the animal pursuant to (a) above only after six days from impoundment if he or she has not received notice that the animal has been declared a dangerous animal and of the right to a hearing pursuant to this Chapter or if, after a hearing, an order is made to return the animal to the owner.

5-2.16 FEES FOR IMPOUNDING AND KEEPING LICENSABLE ANIMALS: The owner of an animal which has been impounded shall pay to the police department an impounding fee and shall also pay a fee for keeping said animal for each day, or portion thereof, which said animal has been impounded. The owner of an animal other than a dog or cat which has been impounded shall also pay an impoundment fee and a fee per day for keeping said animal unless the amount required to keep the animal is higher in which case the owner shall pay the actual cost of keeping the animal. The owner may also be charged for actual costs of veterinarian fees, medications and vaccinations associated with the care of their animal while said animal is under the care and custody of the police department. Impoundment and associated fees will be set by Resolution of the City Council as adopted in a fee schedule.

5-2.17 ADOPTION, RESCUE AND/OR DESTRUCTION OF IMPOUNDED ANIMALS:

- (a) Unless an animal has been claimed within six (6) days after being impounded, not including the date of impoundment, or unless it is being held for evidence in a hearing pursuant to Sections 5-2.29 through 5-2.33 of this Article, it may be made available for adoption or rescue by the police department to a person other than the owner. No animal which has been declared a dangerous animal pursuant to Sections 5-2.29 through 5-2.33 of this Article shall be made available for adoption or rescue pursuant to this section nor shall any animal which has been impounded pursuant to Section 5-2.15 and subsequently found not dangerous but improperly trained, handled or maintained be made available for adoption or rescue.
- (b) An animal may be humanely destroyed in accordance with state laws by the police department if within (6) days of impoundment, not including the date of impoundment, the owner has failed to make an application to claim the animal.
- (c) All animals coming into the jurisdiction of the police department animal control unit shall be screened for a license tag, microchip, or any other means of locating the owner. After

all efforts have been made to locate the owner, the animal will be handled pursuant to (a) and (b) above.

(d) All animals voluntarily surrendered by their owner will be handled in accordance with (a) and (b) above.

(e) When an animal is adopted pursuant to the provisions of this Chapter, the police department shall deliver to the person adopting said animal a contract containing a description of the animal, the date of transfer, and the terms of the adoption and the amount of fees paid. Upon the proper adoption of an animal, the previous owner of the animal shall thereafter be barred from all rights to recover the animal.

5-2.18 LICENSING IMPOUNDED ANIMALS: The police department shall not release any licensable animal to its owner until such time the owner provides proof of application for license in the jurisdiction of their residence.

5-2.19 REMOVAL OF TAG: It shall be unlawful for any person to remove from a licensable animal the attached license tag for the current period.

5-2.20 DISPLAY OF TAG: It shall be unlawful for any person to refuse to show police department employees, on request, the license certificate and/or the tag for any licensable animal kept on the premises under their control.

5-2.21 KEEPING DANGEROUS ANIMALS: It shall be unlawful for a person to keep an animal which has been found to be a dangerous or vicious animal pursuant to this Chapter, or any other jurisdiction.

5-2.22 INTERFERENCE WITH HIGHWAYS:

It shall be unlawful for the owner to allow or permit any animal to habitually or repeatedly attack, chase, molest or frighten pedestrians, cyclists, vehicles or other users of the public right of ways or roadways.

5-2.23 PERMITTING ANIMALS TO RUN AT LARGE: It shall be unlawful for the owner or other person in lawful possession or control of an animal to allow or permit the animal to run at large upon any property, public or private, except with the consent of the property owner, or in a park or other area designated for such activity. Every animal found running at large in violation of the provisions of this section may be seized and impounded and/or the responsible person may be issued a citation for said violation.

5-2.24 LEASH REQUIREMENTS: It shall be unlawful for the owner or handler in lawful possession or control of a dog to walk the dog on any public place or right of way without the dog being secured or tethered by a fixed length leash not to exceed six (6) feet and the number of dogs shall not exceed the number of dogs the owner or handler can reasonably and safely control and in no circumstance shall the number of dogs exceed three (3).

5-2.25 BARKING DOGS: It shall be unlawful for any owner or caretaker of a dog to keep said dog in the city limits which by loud or excessive barking, howling, whining, crying, yelping or

making any other noise disturbs the comfort, quiet, or peace of any neighborhood or any person at any time; provided the owner has been made aware of the disturbance by the police department.

Article III

ANIMAL KEEPING

Sections:

- 5-3.1 Keeping of Animals
- 5-3.2 Animal Care, Control, & Subsistence
- 5-3.3 Annexations- Compliance/Transition Period
- 5-3.4 Animals in City Buildings and Vehicles
- 5-3.5 Control and Seizure of Diseased Animals
- 5-3.6 Cruelty to Animals Prohibited
- 5-3.7 Abandonment of Animals Prohibited
- 5-3.8 Killing/Butchering/Processing of Animals or Fowl
- 5-3.9 Public Nuisance
- 5-3.10 Nuisance - Inspection for Same
- 5-3.11 Hearing to Determine if Animal is Dangerous
- 5-3.12 Hearing - Conduct
- 5-3.13 Hearing - Decision and Disposition of Animal

5-3.1 KEEPING OF ANIMALS:

Animal keeping is allowed as an accessory use to a primary residential use. Animals may be kept in compliance with the following standards:

- (a) Residential Household Pets. Household pets such as domestic dogs, cats, birds, or other small animals ordinarily permitted inside of a dwelling and kept only for the company and pleasure provided to the occupants shall be permitted. Chickens may be allowed within certain residential zones subject to the conditions specified herein. Household pets shall not include horses, cows, goats, sheep or other equine, bovine, ovine or ruminant animals, pigs, chickens, ducks, geese, turkeys, game birds or fowl which normally constitute an agricultural use. At no time shall the combined number of animals kept exceed seven (7) animals. At no time shall the number of cats, dogs, or chickens exceed three (3) animals. It shall be unlawful to possess a combination of animals kept to exceed (7) residential household pets.
- (b) Keeping of Chickens in Residential Areas: It is unlawful for any person to keep or maintain within single family residential uses any chickens, except as follows:
 - (1) A total of not more than three chicken hens may be kept and maintained in a clean and sanitary environment.
 - (2) No part of any structure (ie. coop) shall be located less than thirty feet from any residence, other than a residence owned and occupied by the person owning or in

possession of such chickens. Further, the keeping of chickens shall not create a health or nuisance problem.

(3) The permissive keeping of chickens shall be subject to the following minimum standards:

(i) All chickens shall be kept in an area which is fenced so as to prevent the chickens from roaming, and such fenced area shall be wholly located within the rear yard of the site where the chickens are kept.

(ii) Within the fenced area, a shelter shall be provided of sufficient size to provide cover for the chickens kept on the parcel.

(iii) Enclosure areas shall be of sufficient size to provide adequate and proper housing so as to prevent overcrowding.

(iv) Roosters are expressly prohibited.

(c) Agricultural Animals. The keeping of horses, cows, goats, sheep or other equine, bovine, ovine or ruminant animals is permitted in the AC and RR zone districts on lots one-half (0.5) acre or greater and on lots two (2) acres or larger developed as a single family residential use, subject to Zoning Administrator approval, as long as the number of animals does not exceed one (1) per fifteen thousand (15,000) square feet of lot area. The keeping of chickens, ducks, geese, turkeys, game birds or fowl is permitted with the total number not to exceed twelve (12) birds per gross acre. The raising of pigs is permitted in conjunction with an FFA or 4-H project for any recognized Fair, the limit being one (1) animal per student residing on the property. All animals other than household pets shall be housed or penned at a minimum distance of thirty-five (35) feet from property lines and fifty (50) feet from any residence. All areas and structures used in conjunction with the keeping of animals other than household pets shall be maintained and cleaned so as not to present a public hazard or nuisance.

(d) Except as permitted in sections (b) and (c) above, it is unlawful for any person to keep, maintain or permit to be maintained bees, swine, llamas, roosters, chickens, pigeons, turkeys, pea fowl, water fowl, ostriches and other "Ratitae," or livestock on any premises within the city. In addition, predatory, wild, or endangered animals are not allowed within the city.

(e) The offspring of any permitted animal may be kept until weaned, as long as they do not exceed the total number of animals allowed herein.

(f) The keeping of animals for commercial purposes shall not violate the provisions of Chapter 21 of the City of Porterville Municipal Code, which regulates kennels, pet stores, veterinary services, and animal raising.

5-3.2 ANIMAL CARE, CONTROL & SUBSISTENCE:

The following section provides the minimal requirements for the care and harboring of animals within the city limits. Nothing in this section is intended to conflict with any provision of Chapter 21 of the Porterville Municipal Code.

(a) Sanitary Enclosure Requirements:

(1) All premises, enclosures, or structures used or intended to be used for the harboring of animals must be cleaned and kept reasonably free of debris, refuse, manure, excreta, or like material as often as may be necessary to comply with the provisions of this section.

(2) The floor of any premises, enclosure, or structure used for the keeping of animals must be smooth and tight to prevent the accumulation of water, debris, refuse, manure, excreta, or like material. A wire floor may be used if appropriate for the type of animal being harbored and if maintained to prevent injury to the animal.

(3) Evidence of unsanitary or substandard maintenance of the premises, enclosure, or structure may include, but not be limited to, the following:

(i) the accumulation of debris, refuse, manure, excreta, or other like material upon any surface within any such premises, enclosure, or structure used or intended to be used for the housing of such animals,

(ii) any reasonably obnoxious odor or allergen arising from any condition existing within the premises, enclosure, or structure used or intended to be used for the housing of such animals, and

(iii) the presence of numerous flies or fly larvae in the vicinity.

(b) Enclosure, Structure, Shading Requirements:

(1) All animals must have adequate enclosures, structures, or alternate forms of shading to allow an animal maintained outdoors to:

(i) protect itself from the direct rays of the sun when the sunlight is likely to cause overheating or discomfort; and

(ii) remain dry during the rain or other wet conditions.

(2) The enclosure, structure, or shading must be accessible to the animal at all times.

(3) The enclosure or structure must be situated to prevent exposing the animal to:

(i) unreasonably loud noise; and/or

(ii) teasing, harassment, abuse, or injury by another animal or person.

(4) If the animal is confined in an enclosure or structure, the enclosure or structure must be:

(i) of adequate size inside and outside the enclosure or structure to allow the animal to stand, sit, turn around freely, or lie down in a normal position, relieve itself away from its confinement, and safely interact with any other animal;

(ii) adequately lighted to provide regular lighting cycles of natural or artificial light uniformly diffused throughout the shelter, and sufficient illumination for routine inspections and maintenance of the animal; and

- (iii) supplied with clean and dry bedding material or other means of protection from the weather elements to maintain the shelter at a temperature that is not harmful to the health of the animal.

(c) Water Requirements:

- (1) All animals must have access to clean potable water at all times unless restricted for veterinary care. If the water is kept in a container, the container must be designed to prevent tipping and spilling of the water or be secured to a solid structure, object or the ground.
- (2) Water containers must be clean and must be emptied and refilled with fresh water as necessary to maintain cleanliness or alternatively, if the water is provided by an automatic or demand device, the water supply connected to the device must be functional at all times.

(d) Food and Feeding Requirements:

- (1) All animals must be provided food that is wholesome and be of sufficient quantity and nutritive value to maintain a healthy body weight and meet the normal daily requirements for the condition and size of the animal.
- (2) The food receptacles must be accessible to the animal and be placed in a location to minimize contamination from excreta and insects. Feeding pans must be durable and kept clean. Disposable food receptacles may be used and must be discarded after each feeding. Self-feeders may be used for dry food and must be sanitized regularly to prevent molding, deterioration, or the dense compaction of food.
- (3) Spoiled or contaminated food must be disposed of in a sanitary manner.

(e) Veterinary Treatment Requirement: All animals must receive veterinary treatment from a veterinarian licensed by the State of California when such treatment is necessary to alleviate the animal's apparent suffering or prevent the transmission of disease.

(f) Exercise Requirements: All animals must be provided the opportunity to exercise in order to maintain normal muscle tone and mass for the age, size, and condition of the animal.

(g) Transportation Requirements: All animals must be handled, moved, or shipped in a manner to ensure the health and safety and overall comfort of the animal.

(h) Refuse Container Requirements: Any debris, refuse, manure, excreta, or other like material conducive to the breeding of flies or that creates a reasonably obnoxious odor must be placed in a fly-proofed container until the material is removed from the premises or buried under the soil surface as fertilizer.

(i) Food Storage Containers: All grain or cereal intended for use as food for animals must be kept in containers with tightly fitted covers or other containers constructed to keep out vermin and wild animals.

(j) Disposal of Deceased Animals:

- (1) Upon the death of any animal, the owner or person in charge thereof shall provide for the burial, incineration or other disposition of the body of such animal in a manner not likely to result in an unsanitary condition. It shall be unlawful to dispose of any dead animal in any trash or garbage receptacle, whether public or private, to be hauled and carried into the general municipal solid waste stream. If the owner or person in charge of any dead animal is unable to provide for burial or other disposition, he/she may request the police department to remove and dispose of the body of such animal for a fee as set forth by a Resolution of the City Council in a fee schedule.
- (2) Upon learning that the body of a dead animal has not been disposed of in a safe and sanitary manner, the police department may remove and dispose of such body immediately. The owner or person who had legal custody of such animal at the time of removal shall, immediately upon City's demand for payment, pay the police department for costs incurred as established by a Resolution of the City Council in a fee schedule.

5-3.3 ANNEXATIONS - COMPLIANCE/TRANSITION PERIOD: Prohibited animals brought into the city limits as the result of a property annexation may be maintained on the annexed property for a maximum transitional period of 365 days from the date of annexation as long as the animals in question can legally be owned or possessed by law, are not classified as or presumed to be dangerous, and are in compliance with the ordinances of the County of Tulare at the time of annexation. Subsequent to the transitional period, the animals/property must be brought into compliance with the ordinances of the City of Porterville.

5-3.4 ANIMALS IN CITY BUILDINGS AND VEHICLES:

- (a) It shall be unlawful for any person charged with the care of any animal or animals to cause or permit such animal to enter or remain in City-owned or City-managed buildings other than a building used for the purpose of care, detention, control or treatment of animals, or a building used for training classes, shows or exhibitions. This subsection shall not apply to persons using service animals.
- (b) It shall be unlawful, other than an individual actually in the process of working a dog or other animal for ranching purposes, to transport or carry the animal in a motor vehicle on any public highway, public roadway, or lot open to the public unless the animal is safely enclosed within the vehicle or by means of a container, cage or other device which will prevent the animal from falling from, jumping from, or being thrown from the motor vehicle.
- (c) It shall be unlawful for any person to leave any dog or other animal in a vehicle or other enclosure without adequate ventilation or in such a manner as to subject the animal to extreme temperatures which may adversely affect the health or well-being of the animal.

5-3.5 CONTROL & SEIZURE OF DISEASED ANIMALS:

- (a) It shall be unlawful for any person owning or having charge of any animal which that person knows to be infected with any disease transmittable to humans or detrimental to other animals to permit such animal to remain within the city limits other than at an approved veterinary hospital unless the police department or other appropriate authority approves an alternative means of confinement.
- (b) The police department is authorized to seize any animal reasonably believed to be infected with disease transmittable to humans or detrimental to other animals.

5-3.6 CRUELTY TO ANIMALS PROHIBITED: It shall be unlawful for any person to engage in any activity likely to cause harm or maliciously, willfully, or recklessly kill, maim, wound, mutilate, torment, torture or physically abuse any animal as defined in Section 597 of the California Penal Code.

5-3.7 ABANDONMENT OF ANIMALS PROHIBITED: It shall be unlawful to abandon any animal within the city limits. "Abandonment" as used herein, refers to acts clearly indicating intent on the part of an owner or person in control of an animal to permanently relinquish control over the animal.

5-3.8 KILLING/BUTCHERING/PROCESSING OF ANIMALS OR FOWL: It shall be unlawful to kill, slaughter, or sacrifice any game animal or fowl inside the city limits of Porterville within the public view except on the premises or within the confines of establishments licensed for that purpose or within the confines of a recognized/licensed teaching institution as part of a curriculum. This section does not apply to police department employees acting in the capacity of animal control duties.

5-3.9 PUBLIC NUISANCE:

- (a) It is declared to be a nuisance, and it shall be unlawful, for any person owning or having control or custody of any animal to do any of the following:
 - (1) permit an animal to defecate or urinate on any privately owned or occupied property other than that of the owner or the person having control of the animal;
 - (2) permit an animal to defecate on public property without immediately cleaning or removing the excrement to a proper receptacle;
 - (3) permit unsanitary conditions to exist on any premises where an animal is kept which would cause foul or obnoxious odors, attract flies or vermin or otherwise threaten public health and safety; or
 - (4) cause or permit any animal to run or wander on any public property or privately owned or occupied property or premise without the consent of the owner or occupant of the property.
- (b) If an unaltered animal is determined to be a nuisance pursuant to this subsection, upon a second offense the owner may be required to have the animal altered;

- (c) The owner or person in control of an animal that has been determined to be a nuisance on a second or subsequent occasion maybe required to have a microchip inserted into the animal for identification purposes. In such instances, the microchip must be implanted by a licensed veterinarian within twenty (20) days of being classified as a nuisance for a second or subsequent offense and shall be at the expense of the owner or person in control of the animal. The owner or person in control of the animal shall provide the police department with a certificate of completion and provide the information listed on the microchip, which will be included in the licensing record for that animal.
- (d) Any police department employee acting in the capacity of animal control may seize and impound any animal causing a public nuisance.
- (e) Any private person may maintain an action under Civil Code Section 3493 for enforcement of this chapter declaring certain acts a public nuisance, if such acts are especially injurious to such person.

5-3.10 NUISANCE – INSPECTION FOR SAME:

- (a) The police department may enter upon any yard, lot or parcel of land for the purpose of investigating animal-related nuisances.
- (b) If the investigating officer has reason to believe a nuisance exists, he/she may serve written notice of correction to the person or persons owning or having control of, or acting as agent for, leasing or occupying such premises, to abate or remove such nuisance within forty-eight (48) hours or other reasonable time as stated in the notice. Such notice shall be served personally or, where the person responsible for such nuisance cannot be located, by posting the notice in a conspicuous place on the front door or entranceway.
- (c) It shall be unlawful for any person to knowingly, willfully, or negligently fail to abate the nuisance alleged in the notice or fail to contest the allegations in the notice within forty-eight (48) hours (or other time as specified in the notice) following receipt or knowledge of same.
- (d) Where the person upon whom the abatement notice is required to be served under subsection (b) has been properly served but does not abate the nuisance within the time specified in the notice, the police department shall have the authority to do the following:
 - (1) Where the nuisance is caused by an at-large animal, a wild or exotic animal or a dangerous animal, the police department may follow the procedures relating to seizure and impoundment.
 - (2) Where the nuisance is in the nature of noise or odors and is caused by an animal or animals by animal waste or other conditions on the premises that are the result of the keeping of the animals, the police department may abate the nuisance by substantially following the notice, hearing, and the abatement procedure. Cost recovery procedures will follow the same as set forth in the impoundment recovery procedures defined in this Chapter pursuant to a fee schedule adopted by Resolution of the City Council.

5-3.11 HEARING TO DETERMINE IF ANIMAL IS DANGEROUS:

- (a) The police department may declare any animal to be dangerous whenever it has attacked, bitten or caused injury to any human being or other animal, or where there is evidence that an animal has acted in a threatening manner towards any human being, or has exhibited characteristics of being trained for fighting or attacking. Within two (2) days after an animal, which is wearing a license tag or can otherwise be identified, is impounded pursuant to this section, the police department shall serve notice of the finding to the owner of record via registered mail or deliver the same in person, advising the owner that the animal is dangerous and of the owner's right to a hearing on the issue of whether or not the animal is dangerous.
- (b) The owner of an animal confined or impounded pursuant to this section may, within the six (6) day time period, not including the date of impound, provide application for redemption of the animal, requesting a hearing to determine whether or not the animal is a dangerous.
- (c) When a hearing is requested pursuant to subsection (b) above, a date and time for such a hearing shall be set, and notice thereof shall be served to all involved parties including but not limited to, the owner, witness(es), and victim(s) within five (5) business days.

5-3.12 HEARING - CONDUCT:

- (a) A hearing requested in accordance with this chapter shall be conducted before a person appointed by the Chief of Police to serve as a hearing officer.
- (b) The hearing shall be open to the public. The animal owner may be represented by an attorney. The hearing officer shall hear all pertinent evidence offered by any interested persons. The technical rules of evidence shall not be applicable to the hearing, except that the hearing officer's decision may not be based solely on hearsay evidence. All persons giving evidence shall be sworn before testifying. The hearing will be recorded electronically by an uninvolved member of the police department. Copies of the hearing recording will be provided to the involved parties upon request.
- (c) Any animal which has attacked, bitten or caused injury to a human being or other animal is presumed to be dangerous and the burden is on the owner to present evidence that the animal is not dangerous.
- (d) In making a determination that an animal is or is not dangerous, evidence of the following shall be considered:
 - (1) any previous history of the animal attacking, biting or causing injury to a human being or other animal;
 - (2) the nature and extent of injuries inflicted and the number of victims involved;
 - (3) the place where the bite, attack or injury occurred;
 - (4) the presence or absence of any provocation for the bite, attack or injury;

- (5) the extent to which property has been damaged or destroyed;
- (6) whether the animal exhibits any characteristics of being trained for fighting or attack or other evidence to show such training or fighting;
- (7) whether the dog or other animal exhibits characteristics of aggressive or unpredictable temperament or behavior in the presence of human beings or animals;
- (8) whether the animal can be effectively trained or re-trained to change its temperament or behavior;
- (9) the manner in which the animal had been maintained by its owner or custodian;
- (10) any other relevant evidence concerning the maintenance of the animal;
- (11) any other relevant evidence regarding the ability of the owner or custodian to protect the public safety in the future if the animal is permitted to remain in the city; and
- (12) any other relevant evidence concerning the characteristics or behavior of the animal, or concerning the circumstances of the incident.

5-3.13 HEARING- DECISION AND DISPOSITION OF ANIMAL:

- (a) At the conclusion of the hearing, the hearing officer may determine:
 - (1) that the animal is not dangerous and should be returned to its owner; or
 - (2) that the animal is not dangerous but that the attack, bite or injury was the result of improper or negligent training, handling or maintenance; or
 - (3) that the animal is dangerous and it should be humanely destroyed after all appeal processes have been exhausted following the receipt of the hearing officer's decision.
- (b) If it is determined that the animal is not dangerous, but that the bite, attack or injury was the result of improper or negligent training, handling or maintenance and the owner is unable or unwilling to properly train, handle or maintain the animal and that a similar incident is likely to occur in the future without proper training, handling or maintenance, the animal may be disposed.
- (c) If it is determined that the animal is not dangerous, but that the bite, attack or injury was the result of improper or negligent training, handling or maintenance, but also that the owner is able and willing to properly train, handle or maintain the animal and that similar incident is not likely to occur in the future with proper training, handling and maintenance, the animal may be returned to the owner with documentation of how to prevent future incidents.
- (d) The decision of the hearing officer shall be in writing and shall be delivered personally to the owner or mailed to him or her by certified mail.

- (e) The owner may, within ten (10) days of receipt of the hearing officer's written decision, appeal the hearing officer's decision to the Tulare County Superior Court pursuant to California Code of Civil Procedure Section 1094.6. The police department will be notified by the owner of the appeal in writing on the same date as the appeal was filed.

Article IV

KENNELS

Sections:

- 5-4.1 Kennel Defined
- 5-4.2 Kennel Permit and Application Fee
- 5-4.3 Vaccination Certificate Required
- 5-4.4 Preliminary Inspection
- 5-4.5 License
- 5-4.6 Term of Permit
- 5-4.7 Delinquent Penalties, Securing Individual Licenses if Kennel Permit Denied, Time Limits
- 5-4.8 Inspection of Kennel
- 5-4.9 Delivery of Vaccination Certificates to Purchasers
- 5-4.10 Effect of Revocation of Kennel Permit

5-4.1 KENNEL DEFINED: The term "kennel," as used in this Chapter, means a premises, building or enclosure where four (4) or more animals not owned by the kennel owner or operator are kept, boarded, trained, or maintained for commercial purposes for a period longer than 24 hours. The maintenance of more than two (2) animals used for breeding purposes for which compensation is received, or the parturition or rearing of more than two (2) litters in one (1) calendar year shall be a rebuttable presumption that such animals are owned or maintained for the purpose of commercial breeding and the owner and the premises shall be subject to permit and licensing requirements as established in Chapter 15 of the City of Porterville Municipal Code.

5-4.2 KENNEL PERMIT AND APPLICATION FEE: In lieu of securing the permit required by this Chapter for each of the animals in a kennel, a person owning or operating a kennel may obtain a kennel permit covering all of the animals maintained in the kennel. It shall be unlawful to fail to secure the permit required by this Chapter. The application for a kennel permit shall be filed with the police department, along with a copy of a valid City business license. The fees for kennel permits shall be set by Resolution of the City Council in a fee schedule.

5-4.3 VACCINATION CERTIFICATE REQUIRED: The police department shall not issue a kennel permit unless the person applying for the permit files a certificate or certificates signed by a licensed veterinarian showing that all of the animals in the kennel which are over four (4) months of age have been vaccinated against rabies and which indicates that the period of time elapsing from the dates of the vaccinations to the date of expiration of the kennel permit does not exceed thirty-six (36) months in the case of vaccination with live virus rabies vaccine or eighteen (18) months in the case of vaccination with killed virus rabies vaccine, as those types of vaccines are

defined in section 2606 et seq. of Chapter 17 of the California Code of Regulations. During any period when the city of Porterville is designated as a rabies area pursuant to sections 1900-1921 of the Health and Safety Code of the State of California, no killed virus vaccine shall be used other than vaccine of bovine nerve tissue origin.

However, if one or more animals in the kennel are too ill to be vaccinated against rabies at the time the application for the kennel permit is filed with the police department, and the application for the kennel permit is accompanied by a certificate signed by a veterinarian which states this fact, the police department may process and issue the kennel permit in compliance with this Chapter. The owner of the kennel shall thereafter have each such animal vaccinated within thirty (30) days after the date on which it becomes well enough to be vaccinated and the owner of the kennel shall file the vaccination certificate with the police department. If a person holding a kennel permit has failed to have an animal vaccinated pursuant to this section, the police department may immediately revoke the kennel permit and give the holder of the kennel permit written notice of such revocation.

5-4.4 PRELIMINARY INSPECTION: The police department may inspect all kennels to determine whether the kennels are constructed and operated in such a manner as to prevent the animals confined therein from running at large.

5-4.5 LICENSE: If the police department has determined that the kennels are constructed and operated in such a manner as to prevent animals confined therein from running at large, and if the required vaccination certificates have been filed in compliance with the provisions of this Chapter, the police department may issue a kennel permit to the applicant. The kennel permit issued by the police department shall contain a serial number, the expiration date of the permit, the address of the kennel, and such other information as the police department may require.

5-4.6 TERM OF PERMIT: Kennel permits shall be issued on an annual basis commencing on January 1st and expiring on December 31st.

5-4.7 DELINQUENT PENALTIES, SECURING INDIVIDUAL PERMITS IF KENNEL PERMIT DENIED, TIME LIMITS: Commencing on the 1st day of January each year, the police department shall collect a delinquent penalty, in addition to the regular permit fee, before issuing any kennel permit if the time limits set forth in this Chapter have expired for any animal in the kennel at the time that the application for the permit is filed. The delinquent penalty shall be in an amount equal to the regular permit fee as set forth in this Chapter. If an application for a kennel permit is filed before the time limits set forth in this Chapter have expired, and if after the expiration of such time limits, the police department determines that a kennel permit will not be issued, the police department shall send the owner of the kennel written notice that the kennel permit will not be issued. It shall be unlawful for the owner of the kennel to fail to secure individual permits for each of the animals in the kennel, pursuant to the provisions of this Chapter, within thirty (30) days after receipt of such written notice of such violation. During the period between the date on which the application for the kennel permit is filed with the police department until thirty (30) days after receipt of said written notice, the owner of the kennel shall not be in violation of this chapter.

5-4.8 INSPECTION OF KENNEL: The police department may at any time inspect any kennel for which a kennel permit has been issued. If the police department determines that the kennel is not being operated in accordance with the Chapter, the police department may revoke the kennel permit.

5-4.9 DELIVERY OF VACCINATION CERTIFICATES TO PURCHASERS: Whenever a person holding a kennel permit sells any animal in the kennel, he/she shall deliver a copy of the vaccination certificate for the animal to the purchaser. If satisfactory evidence is presented to the police department that a person holding a kennel permit has failed to comply with the provisions of this section, the police department may revoke the kennel permit.

5-4.10 EFFECT OF REVOCATION OF KENNEL PERMIT. If the police department revokes a kennel permit pursuant to the provisions of this chapter, it shall be unlawful for the owner of the kennel to fail to secure individual licenses for each of the animals in the kennel, pursuant to this Chapter, within thirty (30) days after receipt of written notice of such revocation from the police department. Any person whose kennel permit has been revoked by the police department shall not be permitted to apply for a kennel permit until the next calendar year.

Article V

RABIES CONTROL

Sections:

- 5-5.1 Application of Article
- 5-5.2 Animal Showing Signs of Rabies
- 5-5.3 Isolation of Rabid Animals and Clinically Suspected Rabid Animals
- 5-5.4 Animals Biting Persons
- 5-5.5 Animals in Contact with Rabid Animals
- 5-5.6 Violation of Quarantine

5-5.1 APPLICATION OF ARTICLE: This Chapter shall be in effect only at those times when the City of Porterville is not designated as a rabies area pursuant to sections 121575-122374 of the Health and Safety Code of the State of California. During those periods when the city of Porterville is designated as a rabies area, the provisions of said sections 121575-122374 of the Health and Safety Code, and the rules and regulations adopted pursuant thereto, are applicable rather than the provisions of this Article.

5-5.2 ANIMAL SHOWING SIGNS OF RABIES: Whenever the owner of an animal observes or learns that such animal shows symptoms of rabies or acts in a manner which would lead to a reasonable suspicion that it may have rabies, such person shall immediately notify the police department. Said person shall thereafter allow the police department to inspect or examine the animal.

5-5.3 ISOLATION OF RABID ANIMALS AND CLINICALLY SUSPECTED RABID ANIMALS: The owner of any rabid animal or clinically suspected rabid animal shall isolate the animal in strict confinement under proper care and under the observation of a veterinarian, in a

kennel, veterinary hospital, or other adequate facility in a manner approved by the police department, and said animal shall not be destroyed or released from confinement for at least ten (10) days after the onset of symptoms suggestive of rabies and until the police department gives written authorization for the release of the animal, with the exception that such animal may be euthanized with the permission of the police department for the purpose of a laboratory examination for rabies using the fluorescent rabies antibody test in an approved public health laboratory.

5-5.4 ANIMALS BITING PERSONS. Whenever the owner of an animal has knowledge that such animal has bitten any person, the owner shall immediately report that fact to the police department Shelter Supervisor and report the name and address of the person bitten and the time and place that such person was bitten. Upon order of the police department Shelter Supervisor, the owner shall quarantine the animal for the period of time specified in section 2606 of Chapter 17 of the California Administrative Code with regard to rabies areas, and shall allow the police department Shelter Supervisor or his/her representative to make inspections and examinations of the animal from time to time during such period. The police department Shelter Supervisor may quarantine said animal upon the premises of the owner. However, if the owner of the animal so desires, the police department Shelter Supervisor shall place the animal in quarantine in a veterinary hospital, at the expense of the owner, in lieu of quarantine of the animal on the premises of the owner. Quarantine shall be made by written notice delivered to the owner of said animal stating that the animal is quarantined and the instructions to be followed. If the quarantine is upon the premises of the owner of the animal, the animal shall be confined within a locked enclosure so constructed that the animal cannot escape or have contact with any other animal or human being other than the person responsible for its care or, at the discretion of the police department Shelter Supervisor, the animal may be kept under restraint by leash in charge of a responsible person, or under such restrictions as the Shelter Supervisor may prescribe. Said animal shall be kept in quarantine until the police department Shelter Supervisor gives written authorization for the release of the animal from quarantine. Notwithstanding the foregoing provisions, such animal may be euthanized with the permission of the police department Shelter Supervisor for the purpose of a laboratory examination for rabies using the fluorescent rabies antibody test in an approved public health laboratory.

5-5.5 ANIMALS IN CONTACT WITH RABID ANIMALS. Any animal of a species subject to rabies which has been bitten by a known rabid or suspected rabid animal or has been in intimate contact with a rabid or suspected rabid animal shall be quarantined by the owner in a place and manner approved by the police department Shelter Supervisor for a period of six (6) months or destroyed; provided, however, that the following alternatives are permitted in the case of dogs and cats: if the dog or cat has been vaccinated against rabies within two (2) years but not less than thirty (30) days with a live virus vaccine, or within one (1) year but not less than thirty (30) days with a killed virus vaccine, as those types of vaccines are defined in section 2606 et seq. of Chapter 17 of the California Administrative Code, the dog or cat may be re-vaccinated in a manner approved by the police department Shelter Supervisor and quarantined in a place and manner approved by the police department Shelter Supervisor for a period of thirty (30) days. The

provisions of this Chapter concerning quarantine shall also apply to the quarantine of animals pursuant to this section.

5-5.6 VIOLATION OF QUARANTINE. When any animal is quarantined by the police department Shelter Supervisor, it shall be unlawful for the owner of the animal to violate the quarantine by removing said animal from the premises where it is quarantined, allowing it to run at large, destroying it without authorization from the police department Shelter Supervisor, concealing it from the police department Shelter Supervisor or disobeying any of the quarantine restrictions which have been imposed by the police department.

Article VI

PIGEONS

Sections:

- 5-6.1 Conditional Use Permit Required
- 5-6.2 Applicability
- 5-6.3 Leg Banding
- 5-6.4 Number Allowed
- 5-6.5 Structure/Loft Requirements
- 5-6.6 Loft Maintenance
- 5-6.7 Release and Feeding of Pigeons
- 5-6.8 Number of Squabs Allowed; Breeding of Pigeons
- 5-6.9 Association Membership
- 5-6.10 Limitations
- 5-6.11 Association Membership Documentation
- 5-6.12 City Right of Entry
- 5-6.13 Violation

5-6.1: CONDITIONAL USE PERMIT REQUIRED:

Pigeons which have been selectively bred for specific racing, homing, or sporting purposes, shall be subject to the limitations of this article and shall only be permitted in residential zoning districts upon obtaining a conditional use permit from the City Council according to chapter 21, article 604 of this code. (Ord. 1751, 4-21-2009)

5-6.2: APPLICABILITY:

The provisions of this article shall apply only to parcels six thousand (6,000) square feet and over, which are located within a residential zoning district. (Ord. 1751, 4-21-2009)

5-6.3: LEG BANDING:

All racing, homing or sporting pigeons shall be banded with a leg band. The "leg band" is defined as a seamless band, made of a durable material, which designates the national organization with

which the bird is registered, and indicates the year of birth of the bird. Birds which are not banded shall not be considered to be racing, homing or sporting pigeons. (Ord. 1751, 4-21-2009)

5-6.4: NUMBER ALLOWED:

The number of racing, homing or sporting pigeons shall not cumulatively exceed one bird for every one thousand (1,000) square feet of lot area for lots under ten thousand (10,000) square feet in size and two (2) birds for every one thousand (1,000) square feet of lot area for lots in excess of ten thousand (10,000) square feet. (Ord. 1751, 4-21-2009)

5-6.5: STRUCTURE/LOFT REQUIREMENTS:

The structure ("loft") housing the racing, homing or sporting pigeons shall comply with setback, height, and lot coverage limitations in the underlying zone. The loft shall be set back a minimum distance of ten feet (10') from residential structures on the site, to provide adequate distance for clean and sanitary loft maintenance, and a minimum distance of twenty feet (20') from the property line of any adjacent parcel when there are no more than twenty (20) birds. The minimum distance from the property lines shall increase one foot (1') for every one bird over twenty (20) in number. (Ord. 1751, 4-21-2009)

5-6.6: LOFT MAINTENANCE:

Any loft used for housing the racing, homing or sporting pigeons shall be kept in a clean and sanitary condition at all times. (Ord. 1751, 4-21-2009)

5-6.7: RELEASE AND FEEDING OF PIGEONS:

All racing, homing or sporting pigeons shall be confined to the loft, except for limited periods necessary for exercise, training and competition. At no time shall pigeons be allowed to perch or linger on the buildings or property of others. Objects shall not be thrown at the birds during their training or exercise. All birds shall be fed within the confines of the loft. (Ord. 1751, 4-21-2009)

5-6.8: NUMBER OF SQUABS ALLOWED; BREEDING OF PIGEONS:

Not more than twelve (12) squabs over six (6) weeks old shall be permitted to be kept or maintained or raised on the property where pigeons are allowed in a residential zoning district. The squabs shall be counted in the cumulative total of pigeons allowed on the property by this article. Breeding of pigeons shall be incidental to the keeping of pigeons for racing, homing, or sporting and the breeding of pigeons for commercial purposes shall be prohibited. (Ord. 1751, 4-21-2009)

5-6.9: ASSOCIATION MEMBERSHIP:

Owners of racing, homing, or sporting pigeons are required to be current members of a nationally recognized racing, homing, or sporting pigeon association. (Ord. 1751, 4-21-2009)

5-6.10: LIMITATIONS:

The limitations set forth in this article shall be deemed minimum limitations required for the keeping of pigeons as provided for herein. The city may, as a condition to issuance of the permit required in chapter 21, article 604 of this code set forth additional requirements in said permit as may be necessary to maintain the health, safety and general welfare of its citizens. (Ord. 1751, 4-21-2009)

5-6.11: ASSOCIATION MEMBERSHIP DOCUMENTATION:

The applicant shall provide documentation of current membership in a nationally recognized racing, homing or sporting pigeon association with the conditional use permit application. (Ord. 1751, 4-21-2009)

5-6.12: CITY RIGHT OF ENTRY:

The city shall have the right to enter the property for verification of conditional use permit compliance at any time. (Ord. 1751, 4-21-2009)

5-6.13: VIOLATION:

The conditional use permit may be revoked by the city council upon violation of any condition, regulation or limitation of the permit issued, unless such violation is corrected within ten (10) days of notice of such violation. Any permit may be revoked for any violation. (Ord. 1751, 4-21-2009)

Article VII

VIOLATIONS

5-7.1 Violations

5-7.1 VIOLATIONS

(a) **Administrative Citation.** Upon a finding by the City official or representative vested with the authority to enforce the various provisions of this Chapter that a violation exists, he or she may issue an Administrative Citation and proceed with enforcement pursuant to Chapter 2, Article XIV, of the Municipal Code.

(b) **Misdemeanor.** Any person violating any of the provisions of this Chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding one thousand dollars (\$1,000.00) or by imprisonment for a term not exceeding six (6) months or by both such fine and imprisonment. Notwithstanding the classification of a violation of this Chapter as a

misdemeanor, at the time an action is commenced to enforce the provisions of this Chapter, the trial court, upon recommendation of the prosecuting attorney, may reduce the charged offense from a misdemeanor to an infraction. A person who owns or is in charge of or controls or who possesses an animal who permits, allows or causes the dog to run, stray, be uncontrolled or in any manner be in, upon, or at large upon a public street, sidewalk, park or other public property or in or upon the premises or private property of another person is guilty of a misdemeanor if said animal bites, attacks or causes injury to any human being or other animal.

(c) Infraction. Notwithstanding the classification of a violation of this Chapter as a misdemeanor, at the time an action is commenced to enforce the provisions of this Chapter, the trial court, upon recommendation of the prosecuting attorney, may reduce the charged offense from a misdemeanor to an infraction. Any person convicted of an infraction under this Chapter shall be punished by:

- (1) A fine not exceeding one hundred dollars (\$100.00) for a first violation;
- (2) A fine not exceeding two hundred dollars (\$200.00) for a second violation of this Chapter within one (1) year; and
- (3) A fine not exceeding five hundred dollars (\$500.00) for each additional violation of this Chapter within one (1) year.

(d) Separate Offense. Each day that any provision of this chapter is violated is a separate and distinct offense and shall be punishable as a separate and distinct offense.

(e) Except as provided for in subsection (c) of this section, violation of any of the provisions covered in this chapter may be investigated and punished as an infraction. An administrative citation may be issued in lieu of filing a criminal case. Each day a violation continues may be investigated regarded as a new and separate offense.

- (1) The punishment upon conviction may be:
 - i. A fine not exceeding one hundred dollars (\$100.00) for a first violation;
 - ii. A fine not exceeding two hundred dollars (\$200.00) for a second violation of the same provision within one (1) year; or
 - iii. A fine not exceeding five hundred dollars (\$500.00) for each additional violation of the same provision within one (1) year, to a maximum of three (3) such violations.
- (2) For purposes of this section, bail forfeiture shall be deemed to be a conviction of the offense charged.
- (3) In addition to any other penalties or fines provided for in this chapter, any reasonable costs incurred by the City in seizing, impounding and for confining any dangerous animal may be charged and recovered against the owner.

(f) Four (4) or more violations of the same section of this chapter shall constitute a misdemeanor and shall be investigated according to section (b) above. Each additional day the violations continue unabated shall be regarded as a new and separate offense.

(g) Civil Action. The City Attorney, or an attorney hired for such purposes by and at the request of the City Council, may institute an action in any court of competent jurisdiction to restrain, enjoin or abate the condition found to be in violation of the provisions of this Chapter, or State Codes specifically adopted by reference, as provided by law, and the City shall be entitled to its attorney's fees and costs.

(h) These remedies shall not supplant or replace the procedures concerning dangerous animals as specified in elsewhere in this Chapter.

(i) Allocation of fees and fines collected. All fees and the City's share of all fines collected shall be used only to fund the implementation and enforcement of the City's animal control program.

Article VIII

ANIMAL CONTROL COMMISSION

Sections:

- 5-8.1 Established
- 5-8.2 Composition
- 5-8.3 Compensation
- 5-8.4 Term of Office; Removal
- 5-8.5 Vacancies
- 5-8.6 Appointment of Chairperson and Vice Chairperson
- 5-8.7 Term of Officers
- 5-8.8 Meetings and Records
- 5-8.9 Quorum
- 5-8.10 General Powers and Duties of Commission

5-8.1: ESTABLISHED:

An animal control commission is established in and for the city of Porterville. The animal control commission shall serve in an advisory capacity to the City Council. (Ord. 1812, 6-3-2014)

5-8.2: COMPOSITION:

The animal control commission shall consist of five (5) members who shall be residents of the city of Porterville. Commissioners shall be appointed by the City Council at its complete discretion by a majority vote. Members of the commission shall be representative of a cross section of the community. (Ord. 1812, 6-3-2014)

5-8.3: COMPENSATION:

Members of the animal control commission shall serve without compensation. (Ord. 1812, 6-3-2014)

5-8.4: TERM OF OFFICE; REMOVAL:

The term of office shall be four (4) years with terms staggered to prevent concurrent expiration of terms. All commission members shall serve at the pleasure of the City Council and may be removed by a majority vote of the City Council at any time and for any reason. (Ord. 1812, 6-3-2014)

5-8.5: VACANCIES:

Vacancies, occurring otherwise than by expiration of the terms, shall be filled by appointment by the City Council as soon as possible; such appointee is to serve for the unexpired term of the vacant office. (Ord. 1812, 6-3-2014)

5-8.6: APPOINTMENT OF CHAIRPERSON AND VICE CHAIRPERSON:

The animal control commission shall appoint one of its members chairperson, and one of them vice chairperson. (Ord. 1812, 6-3-2014)

5-8.7: TERM OF OFFICERS:

The officers thus appointed shall serve one year, until their successors in office have been appointed by the animal control commission. (Ord. 1812, 6-3-2014)

5-8.8: MEETINGS AND RECORDS:

The animal control commission shall hold meetings regularly as determined by the commission and shall designate the time and place thereof. The commission may hold as many meetings as determined necessary for the performance of the duties prescribed in this chapter. The meetings shall be held in compliance with the Brown Act and all applicable laws, and the meetings and records of attendance shall be public. The commission shall adopt its own rules of procedure and keep a record of its proceedings. A record of attendance shall be kept regularly and reported to the City Council at least once per year. Members are expected to have at least seventy-five percent (75%) attendance based upon the commission's regular meeting schedule (e.g., 9 out of 12 meetings if held monthly, and 3 out of 4 if held quarterly). Members who fail to meet the attendance requirement automatically vacate their seat and the vacancies shall be filled per section 5-7.5 of this article. (Ord. 1812, 6-3-2014)

5-8.9: QUORUM:

Three (3) members shall constitute a quorum for the transaction of business. (Ord. 1812, 6-3-2014)

5-8.10: GENERAL POWERS AND DUTIES OF COMMISSION:

The animal control commission shall:

- (a) Advise the City Council and staff on any matters concerning animal control and shelter programs;
- (b) Make recommendations to the City Council and staff concerning regulations affecting animals and the care, control, and treatment of animals;
- (c) Make recommendations to the City Council and staff to strengthen the city's animal control and shelter programs;
- (d) Engage in a long-term planning process through which it identifies major priorities and provides recommendations for the City Council for policies and procedures on animal control and shelter program operations;
- (e) Promote public awareness of the goals and operations of the animal shelters and to enhance community relations with respect to animal control program operations;
- (f) To advise and assist the City Council and staff in conducting public education and outreach programs to city residents regarding animal owner responsibility for licensing, spaying and neutering, and proper care of animals;
- (g) To review and recommend proactive enforcement programs that will result in reducing cases of animal overpopulation, neglect, abuse, and public nuisance;
- (h) To review and provide recommendations to the City Council and staff on all proposed amendments to this chapter;
- (i) Serve as a sounding board for staff to review their plans and ideas; and
- (j) Act on any matters referred by the City Council or staff in accordance with the instructions provided with the said referrals. (Ord. 1812, 6-3-2014)

Porterville Municipal Code Chapter 5 and Chapter 21, Section 301.03

Proposed Changes

Chapter 5, and Chapter 21, Section 301.03 of the Porterville Municipal Code are repealed in their entirety and replaced with the following:

Chapter 5

ANIMAL CONTROL

Article I

GENERAL PROVISIONS

Sections:

- 5-1.0 Definitions
- 5-1.1 Shelter Supervisor; Department of Animal Control Unit
- 5-1.2 Records
- 5-1.3 Animal Shelter
- 5-1.4 Dog Parks
- 5-1.5 Impounding /Collection of Animals
- 5-1.56 Right to Enter Premises
- 5-1.67 Interference with Duties

5-1.0: DEFINITIONS:

(a) The term "owner," or "handler" as used in this Chapter, means any person, firm or corporation owning, harboring, having an interest in, or having control, custody or possession of an animal. In the case of an animal which is owned by a minor, the parent or guardian of the minor shall constitute the "owner" of such animal for the purposes of this Chapter.

(b) The term "at large," as used in this Chapter:

AT LARGE: An, means any animal that is off the premises of its owner which is and not under restraint by leash and/or chain, or which is wandering or running freely on public property or property belonging to a person not the owner or person in control of the animal and without supervision, accompaniment and adequate restraint.

(c) The term "dangerous animal," as used in this Chapter, means a dog or other animal which has attacked, bitten or injured any human being or other animal without reasonable provocation, or which has been so declared pursuant to this Chapter, or under the control and in the immediate presence of the owner.

ATTACK: facts and circumstances has acted in a threatening manner towards any human being or other animal or has displayed characteristics of being trained for fighting, or there is other evidence to show such training or fighting.

(d) The term "attack," as used in this Chapter means any unprovoked aggressive behavior toward a person or animal. Aggressive behavior in defense of property or territory of the owner shall constitute an attack unless the dog or other animal is securely contained within an enclosure sufficient to prevent physical contact with a person or animal outside such enclosure.

~~DANGEROUS ANIMAL: A dog~~ (e) The term "field officer" as used in this Chapter shall mean any officer of the police department or other employee of the City as designated to enforce this ordinance.

(f) The term "competition dog" as used in this Chapter shall mean any animal which has attacked, bitten, is used to show, to compete, or injured any human being to breed which is of a breed recognized by the American Kennel Club, United Kennel Club, or American Dog Breeders Association and meets the following requirements:

(1) The dog has competed in at least one (1) dog show or sporting competition sanctioned by the national registry or approved by the department within the last 365 days.

(2) The dog has earned a confirmation, obedience, agility, carting, herding, protection, rally, sporting, working, or other animal without reasonable provocation, or which has been so declared pursuant to this chapter, or under the facts and circumstances has acted in a title from a purebred dog registry or dog sport association.

(3) The owner or custodian of the dog is a member of a purebred dog breed club, approved by the department, which maintains and enforces a code of ethics for dog breeding that includes restrictions from breeding dogs with genetic defects and life threatening manner towards any human being or displayed characteristics of health problems that commonly threaten the breed.

(g) The term "competition cat" as used in this Chapter shall mean any show cat (also known as a purebred cat or pedigreed cat) that is recognized by the Cat Fanciers' Association and/or The International Cat Association and meets the following requirements:

(1) The owner or custodian of the cat is a member of a purebred cat breed club, approved by the department that encourages its members to be owners and breeders of cats who work together to promote the preservation of pedigreed cats and the health and welfare of domestic cats.

(2) Maintains a certified pedigree registry.

(3) Has/have participated in a cat show in the last 365 days, which promotes both pedigreed and non-pedigreed cats.

(4) The owner or custodian of the cat is a member of a purebred cat breed club, approved by the department, which maintains and enforces a code of ethics for cat breeding that includes restrictions from breeding cats with genetic defects and life threatening health problems that commonly threaten the breed.

(h) The term “service animal,” as used in this Chapter, means any animal which shall include but not be limited to assistance dogs, guide dogs, signal dogs, police dogs, search and rescue animals, or other service animals as defined by applicable State or Federal law, or being trained for fighting, or there is other evidence to show such training or fighting, such use.

~~FIELD OFFICER: The animal control agents or peace officers that respond to any complaint or incident.~~

~~OWNER: Any person, firm or corporation owning, harboring, having an interest in, or having control, custody or possession of an animal. In the case of an animal which is owned by a minor, the parent or guardian of the minor shall constitute the "owner" of such animal for the purposes of this Chapter. (Ord. 1726, 11-6-2007)~~

(i) The term "altered animal," as used in this Chapter, means any animal that has been surgically altered (spayed/neutered) or by means of written proof from a licensed veterinarian that the animal does not possess the capability of reproduction.

(j) The term “unaltered animal,” as used in this Chapter, means any animal capable of reproduction.

(k) The term “licensable animal,” as used in this Chapter, means a domestic dog or cat. Other domestic pets, such as birds or aquarium fish, are not required to obtain a license.

5-1.1: ~~SHELTER SUPERVISOR; DEPARTMENT OF~~ ANIMAL CONTROL:

~~The office of shelter~~ **UNIT:** Supervision of the Animal Control Unit shall be delegated to any supervisor shall be established. The shelter supervisor shall be appointed or contracted by the city council and may be either a person, firm, association, corporation, public entity or joint powers authority. The shelter supervisor shall serve for such period of time and shall receive such compensation as shall be established by the city council by ordinance or by contract. If an association or corporation is appointed as shelter supervisor, each officer and employee authorized by such association of the police department at the direction of the Chief of Police and/or corporation to perform duties under this chapter shall be deemed to be a shelter supervisor and shall have all of the rights and duties of the shelter supervisor which are set forth in this chapter. his designee. The Police Department shall carry out the duties of a department of animal control, and the chief of police shall serve as the ex officio director. The director shall perform all duties of the shelter supervisor unless the city council has entered into a contract with another person, firm, association, corporation, or public entity, or has otherwise provided for such services via a joint powers authority, to furnish animal control services, in which case the director shall administer said contract on behalf of the city council. (Ord. 1726, 11-6-2007)Animal Control.

(a) Any City employee acting in the capacity of animal control duties shall have the following powers:

1. To enforce the provisions of this chapter and state laws relating to the care, treatment, impounding and destruction of animals. These provisions will also encompass the adoption of animals and / or safe return of animals to their rightful owner.

2. The Chief of Police may formulate rules and regulations in conformity with and for the purposes of carrying out this chapter.

(b) The Chief of Police or his designee shall have authority to determine whether any animal has engaged in the behaviors or exhibits any of the characteristics of a dangerous animal.

5-1.2: RECORDS: The ~~shelter supervisor~~police department shall keep a record of every animal impounded pursuant to this Chapter which shall include a description of the animal, the date of receipt, the date and manner of disposal, the name of the person redeeming or purchasing, and the fees, charges and proceeds of sales received on account of said animal, and ~~such any~~ additional records as may be required ~~by the city council from time to time. (Ord. 1726, 11-6-2007).~~

5-1.3: ANIMAL SHELTER: There shall be provided by the ~~shelter supervisor, upon such terms and conditions as may be mutually agreed upon by the shelter supervisor and the city council,~~police department a suitable building ~~or~~ enclosure, or other support facility to keep and safely hold all animals to be impounded pursuant to the provisions of this Chapter, and said building or enclosure shall be known and designated as the "Shelter". ~~(Ord. 1726, 11-6-2007).~~

5-1.4: IMPOUNDING ANIMALS:

5-1.4 DOG PARKS: There may be provided by the City certain defined open spaces for the purposes of allowing dogs to run freely in a specified enclosed area, and said enclosed open space areas shall be known and designated as "Dog Parks." Dog parks shall be regulated by rules to be adopted by the City Manager and/or his designee.

5-1.5 IMPOUNDING/COLLECTION OF ANIMALS: The ~~shelter supervisor shall take~~police department may pick up, impound and safely keep any ~~dog~~animal that is found running at large contrary to the provisions of this Chapter within the incorporated territory of the City. ~~(Ord. 1726, 11-6-2007)~~

5-1.5:6 RIGHT TO ENTER PREMISES:

~~The shelter supervisor, and his or her agents,~~ Any police department employees performing animal control duties shall be authorized to enter upon any premises for the purpose of enforcing the provisions of this Chapter. ~~(Ord. 1726, 11-6-2007)~~

5-1.6:7 INTERFERENCE WITH DUTIES: It shall be unlawful for any person to interfere with the ~~shelter supervisor~~police department employees engaged in the performance of his/her officialanimal control duties. ~~(Ord. 1726, 11-6-2007)~~

Article II

DOGS

LICENSABLE ANIMALS

Sections:

- 5-2.1 License Required
- 5-2.2 Mandatory Spay/Neuter Requirement
- ~~5-2.3~~ Issuance of License and Tag
- ~~5-2.34~~ Time Limits ~~to Secure a License~~
- ~~5-2.45~~ Vaccination Certificate Required
- ~~5-2.56~~ Term of License
- ~~5-2.6~~ License Fees
- 5-2.7 License Fees; ~~Spayed or Neutered Dogs~~
- 5-2.8 Exemption; ~~Service or Assistance~~ Dog Animals
- 5-2.9 Delinquent Penalties
- ~~5-2.10~~ Vaccination Time Limit Extension of Time: Animals too Ill to be Vaccinated
- ~~5-2.11~~ Replacing Lost or Stolen Tags
- ~~5-2.11~~ License Transferable
- 5-2.12 License Transferrable
- ~~5-2.13~~ Affixing Dog License Tag
- ~~5-2.14~~ Impounding Dogs Without Tags
- ~~5-2.15~~ Impounding Biting or Attacking Animals
- ~~5-2.16~~ Notice to Owner of Impoundment Licensed Animal
- ~~5-2.17~~ Redemption of Impounded Dogs Or Other Animals
- ~~5-2.18~~ Fees for Impounding and Keeping Animals
- ~~5-2.19~~ Sale And Adoption, Rescue, and/or Destruction of Impounded Dogs And Other Animals Wearing Tags
- ~~5-2.20~~ Sale And Destruction of Impounded Dogs And Other Animals Not Wearing Tags
- ~~5-2.21~~ Sale Of Impounded Dogs
- ~~5-2.22~~ 5-2.18 Licensing Impounded Dogs
- ~~5-2.23~~ 19 Removal of Tag
- ~~5-2.24~~ 20 Display of Tag
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- ~~5-2.26~~ 22 Interference with Highways
- ~~5-2.27~~ Dogs Running 23 Permitting Animals to Run At Large Unlawful
- ~~5-2.28~~ 24 Leash Requirements
- ~~5-2.25~~ Barking Dogs
- ~~5-2.29~~ Hearing To Determine If Animal Is Dangerous
- ~~5-2.30~~ Hearing Conduct
- ~~5-2.31~~ Hearing Decision
- ~~5-2.32~~ Disposition of Dangerous Animal
- ~~5-2.33~~ Dog Or Other Animal Declared Not Dangerous

5-2.1: LICENSE REQUIRED: Every owner of a doglicensable animal, within the City, shall secure a license from the shelter supervisor, or from the city finance department, a Police Department facility for each such doglicensable animal within the time limits set forth in this articleChapter. It shall be unlawful for any owner to fail to secure said license in accordance with the provisions of this articleChapter. A license need not be secured for a doglicensable animal which is brought into the City by its visiting owner or for the sole purpose of being entered in a dog show or dog exhibition, provided that the owner of such dog is entered in such show or exhibition animal provides proof of current license and/or current rabies vaccination from the jurisdiction of origin, and the animal is removed from the city within limits no more than thirty (30) days after the date on which the dog was brought into the city. (Ord. 1726, 11-6-2007)entry.

5-2.2: MANDATORY SPAY/NEUTER REQUIREMENT: It has been shown that mandatory spaying/neutering has been effective in reducing the population of animals in the city. By requiring mandatory spaying/neutering, the police department is working to reduce the number of euthanizations conducted in the City of Porterville each year. Spaying/neutering has been shown to be effective in reducing animals running at large and also reduces aggressive behavior in animals. As an additional benefit, this requirement will cut costs to the community in managing the pet population.

(a) Requirement for Altered Animals: No person may keep, own or harbor an unaltered dog or cat over four (4) months of age within the city limits, unless an unaltered license has been properly obtained. An owner or custodian of an unaltered dog or cat must have the animal spayed or neutered or obtain an unaltered license in accordance with the exceptions to the spay/neuter requirements as described in section (b) "Unaltered Animals."

(b) Unaltered Animal License: An owner or custodian of an unaltered dog or cat over the age of four (4) months must obtain an annual unaltered animal license. The license shall be issued only if the department has determined that all of the following conditions have been met:

(1) The owner or custodian has submitted the required application for the license and the applicable fees for the license have been paid in accordance with the fee schedule as set by Resolution of the City Council.

(2) The animal meets one or more of the following exemptions:

(a) An animal unable to be spayed/neutered without a high likelihood of suffering serious bodily harm or death due to age or infirmity, which is confirmed in writing from a licensed veterinarian.

(b) A competition animal as defined in this Chapter.

(c) A service animal which shall include but not be limited to assistance dogs, guide dogs, signal dogs, police dogs, search and rescue animals, or other service animals as defined by applicable State or Federal law, or being trained for such use.

(d) An animal associated with a licensed kennel within the city for breeding purposes.

5-2.3 ISSUANCE OF LICENSE AND TAG: Application for a license required by this ~~article~~Chapter shall be filed with the ~~shelter supervisor, finance department, or police department, on a form prescribed by the shelter supervisor.~~Police Department. Upon payment of the required fee and upon compliance with the other requirements of this Chapter, ~~the shelter supervisor shall issue a dog license. Either shall be issued.~~ The application ~~or the license~~ shall contain a brief description of the ~~dog~~animal including the age, sex, color and breed of the ~~dog~~animal, and the name and address of the owner. The license shall contain a serial number, ~~the expiration date of the license and~~ and such other information as the ~~shelter supervisor~~police department may determine. The ~~shelter supervisor~~police department shall keep a copy of the application ~~and license on file in his office and the application and license shall be open to public inspection.~~ With each license issued, the ~~shelter supervisor~~police department shall also issue a tag ~~made of some durable material. Said tag that~~ shall bear the words "City of Porterville", and the serial number on the ~~dog license, the date of expiration of the license, and such other information as the shelter supervisor may determine. Said animal license.~~ The tag shall be securely worn by the animal for which the license was issued. ~~(Ord. 1726, 11-6-2007)~~

5-2.3:4 TIME LIMITS TO SECURE A LICENSE:;

~~A.~~(a) An owner of a ~~dog~~licensable animal shall secure a license for ~~his dog~~the animal within thirty (30) days after ~~he/she/he~~ acquires ownership of the dog ~~or cat~~. However, if a ~~dog~~licensable animal is less than four (4) months of age when the owner acquires it, the owner shall secure a license for the ~~dog~~animal within ~~thirty (30)~~ten (10) days after the ~~dog~~animal becomes four (4) months of age.

~~B.~~(b) Any person who enters the City and ~~dwells~~resides in the City for a period of thirty (30) days or more, and who has brought a ~~dog~~licensable animal with him/her from outside the City, shall secure a license for the ~~dog~~animal within thirty (30) days after the person first enters the City.

~~C. Prior to the time that a license is issued, the dog shall not be allowed to run at large, and any dog found running at large shall be impounded pursuant to this article, even though the time limits for securing the license which are set forth hereinabove have not expired. (Ord. 1726, 11-6-2007)~~

5-2.4:5 VACCINATION CERTIFICATE REQUIRED:

~~A.~~(a) A license for a ~~dog~~animal shall not be issued unless the owner of the ~~dog~~animal presents ~~for filing~~ a certificate signed by a veterinarian or other professional as authorized pursuant to applicable State law showing that said ~~dog~~animal has been vaccinated against rabies, ~~which indicates. The certificate shall indicate~~ that the period of time elapsing from the date of the vaccination to the date of expiration of the license does not exceed thirty ~~(30)~~six (36) months in the case of vaccination with live virus rabies vaccine or eighteen (18) months in the case of vaccination with killed virus rabies vaccine, as those types of vaccines are defined in Section 2606 et seq. of Chapter 17 of the California Code of Regulations.

During any period when the City is designated as a rabies area pursuant to Sections ~~1900-1924~~121575-121710 of the Health and Safety Code of the State of California, no killed virus vaccine shall be used other than vaccine of bovine nerve tissue origin.

~~B.~~ (b) Every duly licensed veterinarian or other authorized professional, after vaccinating any ~~dog~~animal owned by a resident of the City of Porterville, shall sign a certificate ~~in triplicate~~ containing the following information: pursuant to Sections 121575-122374 of the Health and Safety Code:

~~(1.)~~ The type of vaccination used.

~~(2.)~~ The date of the vaccination.

~~(3.)~~ The breed, age, color and sex of the vaccinated ~~dog~~animal.

~~(4.)~~ The serial number of the vaccination tag issued.

~~(5.)~~ The name and address of the owner of the ~~dog~~animal.

(c) The veterinarian or other authorized professional shall immediately present the original vaccination certificate to the owner of the ~~dog~~animal, and shall deliver the duplicate copy to the ~~shelter supervisor~~police department. The veterinarian or other authorized professional shall keep ~~the triplicate~~ copy. ~~(Ord. 1726, 11-6-2007)~~

5-2.5:6 TERM OF LICENSE:

~~Dog Animal~~ licenses shall be issued ~~on a fiscal~~ for all licensable animals older than four months of age at intervals not less than one year basis, commencing on July 1 and terminating not more than three years. Commencing on the ~~next~~ June 30. The owner of a dog shall secure 1st day of the month after a license for his dog annually after the expiration of the original license. During period lapses, the police department shall collect a delinquent penalty, in addition to the period from July 1 through August 31 of each year, an owner who has secured a regular license fee, before issuing any license for his dog for the prior fiscal year. The delinquent penalty shall not be in violation of this article, and such dog shall not be impounded pursuant to this article if an amount equal to the regular license fee as set forth in the dog is wearing the tag issued for the prior fiscal year. ~~(Ord. 1726, 11-6-2007)~~fee schedule.

5-2.6:7 LICENSE FEES:

~~A. This section applies only to dogs, which have not been spayed or neutered, and to dogs which are not otherwise unable, for physical or medical reasons, to bear or produce offspring.~~

~~B.~~ The ~~annual~~ license fee for each ~~dog~~licensable animal shall be established by ~~the city council~~ as adopted from time to time. Such resolution may provide for the proration of fees depending upon length of ownership of the dog and portion of year remaining on the license. ~~(Ord. 1726, 11-6-2007)~~

~~5-2.7: LICENSE FEES; SPAYED OR NEUTERED DOGS:~~

- ~~A. This section applies only to dogs which have been spayed or neutered, or which are unable to bear or produce offspring for physical or medical reasons.~~
- ~~B. A certificate from a licensed veterinarian that the dog comes within one of the provisions in subsection A of this section shall accompany the application for a license or the fees set forth in this section shall be paid.~~
- ~~C. The annual license fee for each dog shall be established by a Resolution of the City Council as adopted from time to time. Such resolution may provide for the proration of fees depending upon length of ownership of the dog and portion of year remaining on the license. (Ord. 1726, 11-6-2007) in a fee schedule.~~

~~5-2.8: EXEMPTION; SERVICE OR ASSISTANCE DOG:~~

ANIMALS: Any other provision of this ~~article~~Chapter notwithstanding, ~~no charge~~it shall be made at the discretion of the police department regarding whether or not there will be a charge for a license issued for a seeing eye dog used as the annual licensing of a service or assistance dog, guide dog, or signal dog as defined by applicable state law, or being trained for such use ~~animal as described by this Chapter~~. Proof of such use or training shall be provided by the applicant at the time of license application in a form satisfactory to the ~~city. (Ord. 1726, 11-6-2007)~~police department City, pursuant to Sections 365.5 and 365.7 of the Penal Code.

~~5-2.9: DELINQUENT PENALTIES:~~

~~Commencing on September 1 each year, a delinquent penalty shall be collected in an amount equal to the regular license fee, in addition to the regular license fee, before issuing a license if the time limits for securing licenses which are set forth in this article have expired at the time that the license is issued. (Ord. 1726, 11-6-2007)~~

~~5-2.10: VACCINATION TIME LIMIT EXTENSION:~~

OF TIME: ANIMALS TOO ILL TO BE VACCINATED: If a ~~dog~~licensable animal is too ill to be vaccinated against rabies at the time that the time limits, set forth in this ~~article~~Chapter, expire, then the date for securing the ~~dog~~license is extended until thirty (30) days after the date on which the ~~dog~~animal is well enough to be vaccinated, and no delinquent penalties shall be charged for issuance of the ~~dog~~ license during said thirty (30) day period. However, an extension of time shall not be granted pursuant to this section unless the application for the license is accompanied by a certificate signed by a veterinarian setting forth facts, which show that the ~~dog comes within the provisions of this article~~. Prior to the time that a license is issued for a dog pursuant to this section, the dog shall not be allowed to run at large and any such dog found running at large shall be impounded pursuant to this article. ~~(Ord. 1726, 11-6-2007)~~licensable animal comes within the provisions of this chapter.

5-2.11:10 REPLACING LOST OR STOLEN TAGS: Whenever a tag issued for the ~~then~~ current year has been stolen or lost, the owner of the ~~dog~~animal for which the tag was issued may, upon the payment of a fee to the ~~shelter supervisor~~police department, receive a duplicate tag. The fee for a duplicate tag shall be set by Resolution of the City Council as adopted ~~from time to time.~~ (Ord. 1726, 11-6-2007)in a fee schedule.

5-2.12:11 LICENSE TRANSFERABLE: The license and tag issued pursuant to this ~~article~~Chapter may be transferred when the ownership of the ~~dog~~animal is transferred. The new owner or the previous owner of the ~~dog~~animal shall notify the ~~shelter supervisor~~police department in writing of the change in ownership of the ~~dog~~animal and the name and address of the new owner. If such written notice is not given, the ~~shelter supervisor~~police department shall send all required notices concerning said ~~dog~~animal to the person whose name and address are on file with the ~~shelter supervisor.~~ (Ord. 1726, 11-6-2007)police department.

5-2.13:12 AFFIXING ~~DOG~~LICENSE TAG: It shall be unlawful ~~for the owner of the dog to permit the dog to run at large~~possess a licensable animal in the City Limits without the tag issued pursuant to this ~~article~~Chapter being securely affixed to the ~~dog~~animal by means of a collar, harness or other suitable device. It shall be unlawful for any person to affix the tag required by this ~~article~~Chapter to any ~~dog~~animal except the ~~dog~~animal for which it was issued and it shall be unlawful for the owner of a ~~dog~~animal to allow the ~~dog~~animal to wear a tag other than the tag issued for the current year. (Ord. 1726, 11-6-2007)

5-2.14: IMPOUNDING DOGS WITHOUT TAGS:

~~The shelter supervisor, and any peace officer, shall take up every dog which is not wearing the required tag and which is found running at large within the city of Porterville. When such a dog is taken up by a peace officer, he shall deliver the dog to the shelter supervisor. All such dogs shall be impounded in the Porterville shelter. (Ord. 1726, 11-6-2007)~~

5-2.15:5-2.13 IMPOUNDING BITING OR ATTACKING ANIMALS:

~~A. The shelter supervisor, any of its authorized agents, and any peace officer,~~(a) ~~The~~ police department shall have the power to summarily and immediately impound a ~~dog or other~~any animal where there is evidence it has attacked, bitten or injured any human being or other animal, or where there is evidence that a ~~dog~~animal has acted in a threatening manner towards any human being, a ~~dog~~ has exhibited characteristics of being trained for fighting or attacking, or there is other evidence to show such training or fighting, pending any court proceeding or ~~dog~~animal license or animal permit revocation proceeding arising from the attack, bite or injury; or pending a hearing pursuant to ~~sections~~Section 5-2.29 and 5-2.30 of this ~~article~~Chapter. The ~~shelter supervisor~~police department may enter and inspect private property to enforce the provisions of this section. Failure to surrender to the ~~shelter supervisor~~police department upon demand a ~~dog or other~~an animal which is being impounded pursuant to this section is a misdemeanor. The ~~shelter supervisor~~police department shall also, as soon as reasonably possible, notify the bite victim of the rabies vaccination status of the biting ~~dog~~animal.

~~A dog or other~~An animal wearing a current license tag, impounded pursuant to the authority of this ~~article~~Chapter, shall be returned to the owner or custodian as provided by this ~~article~~Chapter when it is no longer required as evidence, ~~or if a notice that considered to be vicious by the shelter supervisor has declared the dog or other animal dangerous has not been served on~~ police department. Once the owner ~~or custodian within six (6)~~ is notified the animal is to be returned, he/she has six working days ~~after, not including the impoundment provided that, within those six (6) days,~~ date of notification to retrieve the owner has made application to redeem the dog or other animal.

~~A dog or other~~An animal not wearing a license tag, impounded pursuant to the authority of this section ~~shall~~may be destroyed in ~~a humane manner~~accordance with applicable state and federal laws, if, within six ~~(6)~~ business days after being impounded, not including the date of impoundment, the owner has failed to make application to redeem the ~~dog or other~~ animal. If, within six ~~(6)~~ business days after being impounded, not including the date of impoundment, the owner has applied to redeem the ~~dog or other~~ animal, then the ~~dog or other~~ animal shall be returned to the owner as provided by this ~~article~~Chapter, or when it is no longer required as evidence, ~~or if a notice that the shelter supervisor has declared the dog or other animal dangerous has not been served on the owner within six (6) days of the filing of the application to redeem the dog or other animal, or considered to be vicious by the police department, and the owner has also satisfied all licensing requirements.~~

~~B. (b)~~ In lieu of impound, the ~~shelter supervisor~~police department may permit the ~~dog or other~~ animal to be confined at the owner's or custodian's expense in a licensed ~~dog~~ kennel or veterinary facility approved by the ~~shelter supervisor~~police department, or at the owner's or custodian's residence provided that the owner or custodian:

~~(1.)~~ Shall not remove the ~~dog or other~~ animal from the kennel, or veterinary facility ~~or residence~~ without the prior written approval of the ~~shelter supervisor~~police department.

~~(2.)~~ Shall make the ~~dog or other~~ animal available for observation and inspection by the ~~shelter supervisor or members of law enforcement or their authorized representatives~~police department.

~~C. (c)~~ The ~~shelter supervisor~~police department may have ~~a dog or other~~an animal impounded or confined as provided in ~~subsection A(a) or B of this section~~(b) above, permanently identified by means of photo identification prior to release from impound or confinement. ~~(Ord. 1726, 11-6-2007)~~

5-2.16:14 NOTICE TO OWNER OF IMPOUNDMENT:

LICENSED ANIMAL: Within two (2) days after ~~a dog or other~~an animal which is wearing a license tag is impounded, the ~~shelter supervisor shall mail a notice of the impounding to~~ police department ~~shall contact~~ the owner by phone or in person at the address shown on the application for the license ~~which is on file with the shelter supervisor~~, and advise the owner of the procedure whereby he ~~or~~ /she may apply to regain custody of the ~~dog or other~~ animal. ~~(Ord. 1726, 11-6-~~

2007)If the owner cannot be contacted with the first (2) days of impoundment, the police department shall mail a written notice of the impoundment to the mailing address on file for the owner.

5-2.17:15 REDEMPTION OF IMPOUNDED ~~DOGS OR OTHER~~ ANIMALS:

A. (a) The owner of any ~~dog or other~~ animal impounded other than pursuant to this ~~article~~Chapter may redeem the ~~dog or other~~ animal at any time prior to its sale or destruction. ~~A person~~The owner desiring to redeem ~~a dog or other~~an animal shall deliver to the ~~shelter supervisor~~police department an application for redemption and a statement in a form prescribed by the ~~shelter supervisor~~police department which shall contain a description of the ~~dog or other~~ animal to be redeemed, the name and address of the ~~claimant~~owner, and the statement that he or she is the owner of the ~~dog or other~~ animal. The ~~shelter supervisor~~police department shall issue to ~~such person~~the owner a written statement containing the name and address of the ~~claimant~~owner, a description of the ~~dog or other~~ animal redeemed, the date on which the ~~dog or other~~ animal was impounded, and the accrued fees, and said statement shall serve as a certificate of redemption and receipt for the fees paid.

B. (b) The owner of any ~~dog or other~~ animal impounded pursuant to this ~~article~~Chapter may redeem the ~~dog or other~~ animal pursuant to ~~subsection A of this section~~(a) above only after six ~~(6)~~ days from impoundment if he or she has not received notice that the ~~dog or other~~ animal has been declared a dangerous animal and of the right to a hearing pursuant to this ~~article~~Chapter or if, after a hearing, an order is made to return the ~~dog or other~~ animal to the owner. ~~(Ord. 1726, 11-6-2007)~~

5-2.18:16 FEES FOR IMPOUNDING:

AND KEEPING LICENSABLE ANIMALS: The owner of ~~a dog~~an animal which has been impounded shall pay to the ~~shelter supervisor~~police department an impounding fee and shall also pay a fee for keeping said ~~dog~~animal for each day, or portion thereof, that said ~~dog~~animal has been impounded. The owner of an animal other than a dog, ~~or cat~~ which has been impounded, shall also pay an impoundment fee and a fee per day for keeping said animal unless the amount required to keep the animal is higher in which case the owner shall pay the actual cost of keeping the animal. The owner may also be charged for actual costs of veterinarian fees, medications and vaccinations associated with the care of their animal while said animal is under the care and custody of the police department. Impoundment ~~fees~~ and ~~the~~associated fees ~~per day for keeping animals~~ will be set by Resolution of the City Council as adopted ~~from time to time.~~ ~~(Ord. 1726, 11-6-2007)~~in a fee schedule.

5-2.19: ~~SALE~~17 ADOPTION, RESCUE AND/OR DESTRUCTION OF IMPOUNDED ~~DOGS AND OTHER~~ ANIMALS ~~WEARING TAGS~~:

A. (a) Unless ~~a dog or other~~an animal ~~wearing a license tag~~ has been ~~redeemed~~claimed within six (6) days after being impounded, not including the date of impoundment, or

unless it is being held for evidence in a hearing pursuant to this Sections 5-2.29 through 5-2.33 of this Article, it may be ~~sold~~made available for adoption or rescue by the ~~shelter supervisor~~police department to ~~the~~ person other than the owner ~~offering to pay the highest cash amount therefor. But no dog or other.~~ No animal which has been declared a dangerous animal pursuant to Sections 5-2.29 through 5-2.33 of this Article shall be ~~sold~~made available for adoption or rescue pursuant to this section nor shall any ~~dog or other~~ animal which has been impounded pursuant to Section 5-2.15 ~~of this article~~ and subsequently found not dangerous but improperly trained, handled or maintained be ~~sold except to a person who is willing to properly train, handle and maintain the dog or other~~made available for adoption or rescue.

(b) An animal, as determined by the shelter supervisor, may be humanely destroyed in accordance with state laws by the police department if within (6) days of impoundment, not including the date of impoundment, the owner has failed to make an application to claim the animal.

~~B. Unless a dog or other animal wearing a license tag has been redeemed within six (6) business days after being impounded or unless it is being held for evidence in a hearing pursuant to sections 5-2.29 through 5-2.33 of this article, and it has not been sold pursuant to subsection A of this section, it may be destroyed by the shelter supervisor in a humane manner. A dog or other animal not wearing a license tag impounded pursuant to section 5-2.15 of this article shall be humanely destroyed by the shelter supervisor if, within six (6) days after it is impounded, the owner has failed to make application to redeem the dog or other animal.~~

~~C. If the owner of a dog or other animal gives permission in writing to do so, the dog or other animal may be sold or destroyed at any time after it is delivered to the shelter, provided that no dog or other animal pursuant to sections 5-2.29 through 5-2.33 of this article shall be sold even with the permission of the owner. (Ord. 1726, 11-6-2007)~~

5-2.20: SALE AND DESTRUCTION OF IMPOUNDED DOGS AND OTHER ANIMALS NOT WEARING TAGS:

~~A. Unless a dog or other animal which is not wearing a license tag has been redeemed within six (6) business days after being impounded or unless it is being held for evidence in a hearing pursuant to sections 5-2.29 through 5-2.33 of this article, it may be sold by the shelter supervisor to the person offering to pay the highest cash amount therefor. But no dog or other animal not wearing a license tag impounded pursuant to section 5-2.15 of this article, for which no application for redemption has been made by the owner, shall be sold pursuant to this section.~~

~~B. If any impounded dog or other animal which is not wearing a license tag has not been redeemed within six (6) business days after being impounded or unless it is being held for evidence in a hearing pursuant to sections 5-2.29 through 5-2.33 of this article, and it has not been sold pursuant to subsection A of this section, it may be destroyed by the shelter supervisor in a humane manner. A dog or other animal not wearing a license tag impounded pursuant to~~

~~section 5-2.15 of this article shall be destroyed by the shelter supervisor in a humane manner if, within six (6) business days after it is impounded, the owner has failed to make application to redeem the dog or other animal.~~

~~C. If the owner of a dog or other animal given permission in writing to do so, the dog or other animal may be sold or destroyed in accordance with subsections A and B of this section at any time after it is delivered to the shelter. (Ord. 1726, 11-6-2007)~~

5-2.21: SALE OF IMPOUNDED DOGS:

(c) All animals coming into the jurisdiction of the police department animal control unit shall be screened for a license tag, microchip, or any other means of locating the owner. After all efforts have been made to locate the owner, the animal will be handled pursuant to (a) and (b) above.

(d) All animals voluntarily surrendered by their owner will be handled in accordance with (a) and (b) above.

(e) When a dog is sold by the shelter supervisor an animal is adopted pursuant to the provisions of this articleChapter, the shelter supervisorpolice department shall deliver to the purchaser of person adopting said doganimal a statement in writingcontract containing a description of the doganimal, the date of saletransfer, and the terms of the adoption and the amount of the purchase price. All sales shall convey a good and valid title to the purchaser, and fees paid. Upon the proper adoption of an animal, the previous owner of the doganimal shall thereafter be barred from all rightright to recover said dog. (Ord. 1726, 11-6-2007)the animal.

5-2.22:18 LICENSING IMPOUNDED DOGS:

~~A. **ANIMALS:** The shelter supervisorpolice department shall not release an unlicensed dog any licensable animal to its owner or sell an unlicensed dog to any person who resides in the city, unless the owner or purchaser, respectively, signs an agreement that he or she will secure the required license within ten (10) days after he or she is given possession of the dog and pays a deposit in an amount set by the city council by resolution. Said deposit shall be refundable to the owner if the owner submits evidence of compliance with this section. It shall be unlawful to fail to secure said license within said ten (10) day period. If the owner or purchaser fails to secure said license within said ten (10) day period, he shall be required to return the dog to the shelter supervisor, and the dog may be impounded.~~

~~B. The shelter supervisor shall not release to the owner or purchaser any dog whose license has been revoked after a hearing pursuant to this article unless the owner or purchaser shows proof that he or she has enrolled the dog in a class to retrain the dog or proof that he or she is qualified to retrain the dog and the owner or purchaser signs an agreement that, until the dog is retrained as evidenced by a certificate of successful completion of the training program, it will be securely confined when not under the immediate control of a responsible attendant and that he or she will~~

~~secure the required license within ten (10) days after he or she is given possession of the dog. It shall be unlawful for the owner or purchaser to not keep the dog securely confined as agreed and to fail to secure said license within said ten (10) day period and any dog which is not so confined or for which said license is not secured within the required ten (10) day period shall be immediately impounded by the shelter supervisor and, without further notice, humanely destroyed or sold to a person willing to comply with the above requirements for retraining and confinement of the dog. (Ord. 1726, 11-6-2007) such time the owner provides proof of application for license in the jurisdiction of their residence.~~

5-2.23:19 REMOVAL OF TAG: It shall be unlawful for any person to remove from a ~~dog,~~ without authority from the owner, any collar, harness, or other device to which is licensable animal ~~the~~ attached a license tag for the current year, ~~or to remove such tag therefrom. (Ord. 1726, 11-6-2007).~~

5-2.24:20 DISPLAY OF TAG: It shall be unlawful for any person to refuse to show ~~the shelter supervisor or any peace officer~~ police department employees, on request, the license certificate and ~~/ or~~ the tag for any ~~dog~~ licensable animal kept ~~or remaining within his home or upon any enclosed on the~~ premises under ~~his immediate~~ their control. ~~(Ord. 1726, 11-6-2007)~~

5-2.25:21 KEEPING DANGEROUS ~~DOGS OR OTHER~~ ANIMALS: It shall be unlawful for a person to keep ~~a dangerous dog or other~~ an animal. ~~Any dog which has been found to be a dangerous or vicious animal pursuant to this article, or the ordinance code of any other county or city or pursuant to any state statute, shall be conclusively presumed to be dangerous. (Ord. 1726, 11-6-2007) Chapter, or any other jurisdiction.~~

5-2.26:22 INTERFERENCE WITH HIGHWAYS:

It shall be unlawful for the owner to allow or permit ~~a dog~~ any animal to habitually or repeatedly attack, chase, molest or frighten pedestrians, cyclists, vehicles or other users of the public ~~highways. (Ord. 1726, 11-6-2007)~~ right of ways or roadways.

~~5-2.27: DOGS RUNNING~~23 PERMITTING ANIMALS TO RUN AT LARGE UNLAWFUL:

: It shall be unlawful for the owner or other person in lawful possession or control of a dog ~~animal~~ to allow or permit the ~~dog~~ animal to run at large ~~in any public park, public square, school or school grounds in any area of the city; or upon any~~ upon any property, ~~whether~~ public or private, except with the consent of the property owner, ~~where or in a park or other area designated for such property is located within the city limits.~~ activity. Every ~~dog~~ animal found running at large in violation of the provisions of this section ~~shall~~ may be seized and impounded. ~~(Ord. 1726, 11-6-2007) and/or the responsible person may be issued a citation for said violation.~~

~~5-2.28:5-2.24 LEASH REQUIREMENTS:~~ It shall be unlawful for the owner or handler in lawful possession or control of a dog to walk the dog on any public place or right of way without the dog being secured or tethered by a fixed length leash not to exceed six (6) feet and the number of dogs

shall not exceed the number of dogs the owner or handler can reasonably and safely control and in no circumstance shall the number of dogs exceed three (3).

5-2.25 BARKING DOGS: It shall be unlawful for any owner or caretaker of a dog to keep said dog in the City limits, which ~~dog shall~~ by loud or excessive barking, howling, whining, crying, yelping or making any other noise ~~disturb~~disturbs the comfort~~or~~, quiet, or peace of any neighborhood or any person at any time; provided ~~that said~~the owner has been made aware of the disturbance ~~created by the dog.~~ (Ord. 1726, 11-6-2007)police department.

5-2.29: Article III

ANIMAL KEEPING

Sections:

- 5-3.1 Keeping of Animals
- 5-3.2 Enclosure Requirements
- 5-3.3 Annexations- Compliance/Transition Period
- 5-3.4 Animals in City Buildings and Vehicles
- 5-3.5 Control and Seizure of Diseased Animals
- 5-3.6 Cruelty to Animals Prohibited
- 5-3.7 Abandonment of Animals Prohibited
- 5-3.8 Killing/Butchering/Processing of Animals or Fowl
- 5-3.9 Public Nuisance
- 5-3.10 Nuisance- Inspection for Same
- 5-3.11 Hearing to Determine if Animal is Dangerous
- 5-3.12 Hearing- Conduct
- 5-3.13 Hearing- Decision and Disposition of Animal

5-3.1 KEEPING OF ANIMALS:

Animal keeping is allowed as an accessory use to a primary residential use. Animals may be kept in compliance with the following standards:

- (a) Residential Household Pets. Household pets such as domestic dogs, cats, birds, or other small animals ordinarily permitted inside of a dwelling and kept only for the company and pleasure provided to the occupants shall be permitted. Chickens may be allowed within certain residential zones subject to the conditions specified herein. Household pets shall not include horses, cows, goats, sheep or other equine, bovine, ovine or ruminant animals, pigs, chickens, ducks, geese, turkeys, game birds or fowl which normally constitute an agricultural use. At no time shall the combined number of animals kept exceed seven (7) animals. At no time shall the number of cats, dogs, or chickens exceed three (3) animals. It shall be unlawful to possess a combination of animals kept to exceed (7) residential household pets.

(b) Keeping of chickens in Residential Areas: It is unlawful for any person to keep or maintain within single family residential uses any chickens, except as follows:

(1) A total of not more than three chicken hens may be kept and maintained in a clean and sanitary environment.

(2) No part of any structure (ie. coop) shall be located less than thirty feet from any residence, other than a residence owned and occupied by the person owning or in possession of such chickens. Further, the keeping of chickens shall not create a health or nuisance problem.

(3) The permissive keeping of chickens shall be subject to the following minimum standards:

(i) All chickens shall be kept in an area which is fenced so as to prevent the chickens from roaming and such fenced area shall be wholly located within the rear yard of the site where the chickens are kept.

(ii) Within the fenced area, a shelter shall be provided of sufficient size to provide cover for the chickens kept on the parcel.

(iii) Enclosure areas shall be of sufficient size to provide adequate and proper housing so as to prevent overcrowding.

(iv) Roosters are expressly prohibited.

(c) Agricultural Animals. The keeping of horses, cows, goats, sheep or other equine, bovine, ovine or ruminant animals is permitted in the AC and RR zone districts on lots one-half (0.5) acre or greater and on lots two (2) acres or larger developed as a single family residential use, subject to Zoning Administrator approval, as long as the number of animals does not exceed one (1) per fifteen thousand (15,000) square feet of lot area. The keeping of chickens, ducks, geese, turkeys, game birds or fowl is permitted with the total number not to exceed twelve (12) birds per gross acre. The raising of pigs is permitted in conjunction with an FFA or 4-H project for any recognized Fair, the limit being one (1) animal per student residing on the property. All animals other than household pets shall be housed or penned at a minimum distance of thirty-five (35) feet from property lines and fifty (50) feet from any residence. All areas and structures used in conjunction with the keeping of animals other than household pets shall be maintained and cleaned so as not to present a public hazard or nuisance.

(d) Except as permitted in sections (b) and (c) above, it is unlawful for any person to keep, maintain or permit to be maintained bees, swine, llamas, roosters, chickens, pigeons, turkeys, pea fowl, water fowl, ostriches and other "Ratitae," or livestock on any premises within the city. In addition, predatory, wild, or endangered animals are not allowed within the city.

(e) The offspring of any permitted animal may be kept until weaned, as long as they do not exceed the total number of animals allowed herein.

(f) The keeping of animals for commercial purposes shall not violate the provisions of Chapter 21 of the City of Porterville Municipal Code, which regulates kennels, pet stores, veterinary services, and animal raising.

5-3.2 ANIMAL CARE, CONTROL & SUBSISTENCE:

The following section provides the minimal requirements for the care and harboring of animals within the city limits. Nothing in this section is intended to conflict with any provision of Chapter 21 of the Porterville Municipal Code.

(a) Sanitary Enclosure Requirements:

(1) All premises, enclosures, or structures used or intended to be used for the harboring of animals must be cleaned and kept reasonably free of debris, refuse, manure, excreta, or like material as often as may be necessary to comply with the provisions of this section.

(2) The floor of any premises, enclosure, or structure used for the keeping of animals must be smooth and tight to prevent the accumulation of water, debris, refuse, manure, excreta, or like material. A wire floor may be used if appropriate for the type of animal being harbored and if maintained to prevent injury to the animal.

(3) Evidence of unsanitary or substandard maintenance of the premises, enclosure, or structure may include but not limited to the following:

(i) the accumulation of debris, refuse, manure, excreta, or other like material upon any surface within any such premises, enclosure, or structure used or intended to be used for the housing of such animals,

(ii) any reasonably obnoxious odor or allergen arising from any condition existing within the premises, enclosure, or structure used or intended to be used for the housing of such animals, and

(iii) the presence of numerous flies or fly larvae in the vicinity.

(b) Enclosure, Structure, Shading Requirements:

(1) All animals must have adequate enclosures, structures, or alternate forms of shading to allow an animal maintained outdoors to:

(i) protect itself from the direct rays of the sun when the sunlight is likely to cause overheating or discomfort;

(ii) remain dry during the rain or other wet conditions;

(2) The enclosure, structure, or shading must be accessible to the animal at all times;

(3) The enclosure or structure must be situated to prevent exposing the animal to:

(i) unreasonably loud noise or;

(ii) teasing, harassment, abuse, or injury by another animal or person;

(4) If the animal is confined in an enclosure or structure, the enclosure or structure must be:

(i) Of adequate size inside and outside the enclosure or structure to allow the animal to stand, sit, turn around freely, or lie down in a normal position, relieve itself away from its confinement, and safely interact with any other animal;

(ii) Adequately lighted to provide regular lighting cycles of natural or artificial light uniformly diffused throughout the shelter, and sufficient illumination for routine inspections and maintenance of the animal; and

(iii) Supplied with clean and dry bedding material or other means of protection from the weather elements to maintain the shelter at a temperature that is not harmful to the health of the animal.

(c) Water Requirements:

(1) All animals must have access to clean potable water at all times unless restricted for veterinary care. If the water is kept in a container, the container must be designed to prevent tipping and spilling of the water or be secured to a solid structure, object or the ground.

(2) Water containers must be clean and must be emptied and refilled with fresh water as necessary to maintain cleanliness or alternatively if the water is provided by an automatic or demand device, the water supply connected to the device must functional at all times.

(d) Food and Feeding Requirements:

(1) All animals must be provided food that is wholesome and be of sufficient quantity and nutritive value to maintain a healthy body weight and meet the normal daily requirements for the condition and size of the animal.

(2) The food receptacles must be accessible to the animal and be placed in a location to minimize contamination from excreta and insects. Feeding pans must be durable and kept clean. Disposable food receptacles may be used and must be discarded after each feeding. Self-feeders may be used for dry food and must be sanitized regularly to prevent molding, deterioration, or the dense compaction of food.

(3) Spoiled or contaminated food must be disposed of in a sanitary manner.

(e) Veterinary Treatment Requirement: All animals must receive veterinary treatment from a veterinarian licensed by the State of California when such treatment is necessary to alleviate the animal's apparent suffering or prevent the transmission of disease.

(f) Exercise Requirements: All animals must be provided the opportunity to exercise in order to maintain normal muscle tone and mass for the age, size, and condition of the animal.

(g) Transportation Requirements: All animals must be handled, moved, or shipped in a manner to ensure the health and safety and overall comfort of the animal.

(h) Refuse Container Requirements: Any debris, refuse, manure, excreta, or other like material conducive to the breeding of flies or that creates a reasonably obnoxious odor must be placed in a fly-proofed container until the material is removed from the premises or buried under the soil surface as fertilizer.

(i) Food Storage Containers: All grain or cereal intended for use as food for animals must be kept in containers with tightly fitted covers or other containers constructed to keep out vermin and wild animals.

(j) Disposal of Deceased Animals:

(1) Upon the death of any animal, the owner or person in charge thereof shall provide for the burial, incineration or other disposition of the body of such animal in a manner not likely to result in an unsanitary condition. It shall be unlawful to dispose of any dead animal in any trash or garbage receptacle, whether public or private, to be hauled and carried into the general municipal solid waste stream. If the owner or person in charge of any dead animal is unable to provide for burial or other disposition, he/she may request the police department to remove and dispose of the body of such animal for a fee as set forth by a resolution of the city council.

(2) Upon learning that the body of a dead animal has not been disposed of in a safe and sanitary manner, the police department may remove and dispose of such body immediately. The owner or person who had legal custody of such animal at the time of removal shall, immediately upon city's demand for payment, pay the police department for costs incurred as established by a resolution of the city council.

5-3.3 ANNEXATIONS- COMPLIANCE/TRANSITION PERIOD: Prohibited animals brought into the city limits as the result of a property annexation may be maintained on the annexed property for a maximum transitional period of 365 days from the date of annexation as long as the animals in question can legally be owned or possessed by law, are not classified as or presumed to be dangerous, and are in compliance with the ordinances of the County of Tulare at the time of annexation. Subsequent to the transitional period, the animals/property must be brought into compliance with the ordinances of the City of Porterville.

5-3.4 ANIMALS IN CITY BUILDINGS AND VEHICLES:

(a) It shall be unlawful for any person charged with the care of any animal or animals to cause or permit such animal to enter or remain in city-owned or city-managed buildings other than a building used for the purpose of care, detention, control or treatment of animals, or a building used for training classes, shows or exhibitions. This subsection shall not apply to persons using service animals.

(b) It shall be unlawful, other than an individual actually in the process of working a dog or other animal for ranching purposes, to transport or carry the animal in a motor vehicle on any public highway, public roadway, or lot open to the public unless the animal is safely enclosed within the vehicle or by means of a container, cage or other device which will

prevent the animal from falling from, jumping from, or being thrown from the motor vehicle.

- (c) It shall be unlawful for any person to leave any dog or other animal in a vehicle or other enclosure without adequate ventilation or in such a manner as to subject the animal to extreme temperatures which may adversely affect the health or well-being of the animal.

5-3.5 CONTROL & SEIZURE OF DISEASED ANIMALS:

- (a) It shall be unlawful for any person owning or having charge of any animal which that person knows to be infected with any disease transmittable to humans or detrimental to other animals shall permit such animal to remain within the city limits other than at an approved veterinary hospital unless the police department or other appropriate authority approves an alternative means of confinement.

- (b) The police department is authorized to seize any animal reasonably believed to be infected with disease transmittable to humans or detrimental to other animals.

5-3.6 CRUELTY TO ANIMALS PROHIBITED: It shall be unlawful for any person to engage in any activity likely to cause harm or maliciously, willfully, or recklessly kill, maim, wound, mutilate, torment, torture or physically abuse any animal as defined in Section 597 of the California Penal Code.

5-3.7 ABANDONMENT OF ANIMALS PROHIBITED: It shall be unlawful to abandon any animal within the city limits. "Abandonment" as used herein, refers to acts clearly indicating intent on the part of an owner or person in control of an animal to permanently relinquish control over the animal.

5-3.8 KILLING/BUTCHERING/PROCESSING OF ANIMALS OR FOWL: It shall be unlawful to kill, slaughter, or sacrifice any game animal or fowl inside the city limits of Porterville within the public view except on the premises or within the confines of establishments licensed for that purpose or within the confines of a recognized/licensed teaching institution as part of a curriculum. This section does not apply to police department employees acting in the capacity of animal control duties.

5-3.9 PUBLIC NUISANCE:

- (a) It is declared to be a nuisance, and it shall be unlawful, for any person owning or having control or custody of any animal to do any of the following:
- (1) Permit an animal to defecate or urinate on any privately owned or occupied property other than that of the owner or the person having control of the animal;
 - (2) Permit an animal to defecate on public property without immediately cleaning or removing the excrement to a proper receptacle;
 - (3) Permit unsanitary conditions to exist on any premises where an animal is kept which would cause foul or obnoxious odors, attract flies or vermin or otherwise threaten public health and safety;

- (4) Cause or permit any animal to run or wander on any public property or privately owned or occupied property or premise without the consent of the owner or occupant.
- (b) If an unaltered animal is determined to be a nuisance pursuant to this subsection, upon a second offense, the owner may be required to have the animal altered;
- (c) The owner or person in control of an animal that has been determined to be a nuisance on a second or subsequent occasion maybe required to have a microchip inserted into the animal for identification purposes. In such instances, the microchip must be implanted by a licensed veterinarian within twenty (20) days of being classified as a nuisance for a second or subsequent offense and shall be at the expense of the owner or person in control of the animal. The owner or person in control of the animal shall provide the police department with a certificate of completion and provide the information listed on the microchip, which will be included in the licensing record for that animal;
- (d) Any police department employee acting in the capacity of animal control may seize and impound any animal causing a public nuisance.
- (e) Any private person may maintain an action under Civil Code Section 3493 for enforcement of this chapter declaring certain acts a public nuisance, if such acts are especially injurious to such person.

5-3.10 NUISANCE – INSPECTION FOR SAME:

- (a) The police department may enter upon any yard, lot or parcel of land for the purpose of investigating animal-related nuisances.
- (b) If the investigating officer has reason to believe a nuisance exists, he/she may serve written notice of correction to the person or persons owning or having control of or acting as agent for, leasing or occupying such premises, to abate or remove such nuisance within forty-eight (48) hours or other reasonable time as stated in the notice. Such notice shall be served personally or, where the person responsible for such nuisance cannot be located, by posting the notice in a conspicuous place on the front door or entranceway.
- (c) It shall be unlawful for any person to knowingly, willfully, or negligently fail to abate the nuisance alleged in the notice or fail to contest the allegations in the notice within forty-eight (48) hours (or other time as specified in the notice) following receipt or knowledge of same.
- (d) Where the person upon whom the abatement notice is required to be served under subsection (b) has been properly served but does not abate the nuisance within the time specified in the notice, the police department shall have the authority to do the following:
 - (1) Where the nuisance is caused by an at-large animal, a wild or exotic animal or a dangerous animal, the police department may follow the procedures relating to seizure and impoundment.

(2) Where the nuisance is in the nature of noise or odors and is caused by an animal or animals, by animal waste, or other conditions on the premises that are the result of the keeping of the animals, the police department may abate the nuisance by substantially following the notice, hearing, and the abatement procedure. Cost recovery procedures will follow the same as set forth in the impoundment recovery procedures defined in this Chapter pursuant to the attached fee schedule.

5-3.11 HEARING TO DETERMINE IF ANIMAL IS DANGEROUS:

~~A.(a)~~ The ~~field officers shall~~police department may declare any ~~dog or other~~ animal to be a dangerous ~~animal~~ whenever it has attacked, bitten or caused injury to any human being or other animal, or where there is evidence that ~~a dog or other animal~~ has acted in a threatening manner towards any human being, ~~a dog or other~~ has exhibited characteristics of being trained for fighting or attacking, ~~or there is other evidence to show such training or fighting.~~ Within two (2) days after ~~a dog or other~~ animal, which is wearing a license tag or can otherwise be identified, is impounded pursuant to this ~~article~~section, the ~~shelter supervisor~~police department shall ~~mail a serve~~ notice of the finding to the owner of record, via registered mail, or deliver the same in person, advising the owner that the ~~dog or other~~ animal is dangerous and of the owner's right to a hearing on the issue of whether or not the animal is dangerous.

~~B.(b)~~ The owner of an animal confined or impounded pursuant to this ~~article~~section may, within the six (6) day time period ~~provided for, not including the date of impound, provide~~ application for redemption of the ~~dog or other~~ animal, ~~request~~requesting a hearing to determine whether or not the ~~dog or other~~ animal is a dangerous ~~animal~~. ~~Requests must be received by the shelter supervisor no more than six (6) days after impoundment.~~

~~C.(c)~~ When a hearing is requested pursuant to subsection ~~B of this section~~(b) above, a date and time for such a hearing shall be set, and notice thereof shall be ~~sent by regular mail at least five (5) business days, including Saturday, before such date~~served to all involved parties including but not limited to the owner at the address set forth on his or her request, witnesses, and shall notify the victim of such hearing. (Ord. 1726, 11-6-2007) within five (5) business days.

5-2.30: 3.12 HEARING_ CONDUCT:

~~A.(a)~~ A hearing requested in accordance with this ~~article~~chapter shall be conducted before ~~the director or~~ a person appointed by the Chief of Police to serve as a hearing officer ~~by the director~~.

~~B.(b)~~ The hearing shall be open to the public. The animal owner may be represented by ~~counsel~~an attorney. The hearing officer shall hear all pertinent evidence offered by ~~all~~any interested persons. The technical rules of evidence shall not be applicable to the hearing, except that the hearing officer's decision may not be based ~~wholly~~solely on hearsay evidence. All persons giving evidence shall be sworn before testifying. ~~The owner may employ a shorthand reporter to report the~~The hearing will be recorded electronically by

an uninvolved member of the police department. Copies of the hearing recording will be provided to the involved parties upon request.

~~C.-(c)~~ Any ~~dog or other~~ animal which has attacked, bitten or caused injury to a human being or other animal is presumed to be dangerous and the burden is on the owner to present evidence that the animal is not dangerous.

~~D.-(d)~~ In making a determination that ~~a dog or other~~an animal is or is not dangerous, evidence of the following shall be considered:

- ~~(1-)~~ Any previous history of the ~~dog or other~~ animal attacking, biting or causing injury to a human being or other animal.
- ~~(2-)~~ The nature and extent of injuries inflicted and the number of victims involved.
- ~~(3-)~~ The place where the bite, attack or injury occurred.
- ~~(4-)~~ The presence or absence of any provocation for the bite, attack or injury.
- ~~(5-)~~ The extent to which property has been damaged or destroyed.
- ~~(6-)~~ Whether the ~~dog or other~~ animal exhibits any characteristics of being trained for fighting or ~~attacking~~attack or other evidence to show such training or fighting.
- ~~(7-)~~ Whether the dog or other animal exhibits characteristics of aggressive or unpredictable temperament or behavior in the presence of human beings or ~~dogs or other~~ animals.
- ~~(8-)~~ Whether the ~~dog or other~~ animal can be effectively trained or ~~retrained~~re-trained to change its temperament or behavior.
- ~~(9-)~~ The manner in which the ~~dog or other~~ animal had been maintained by its owner or custodian.
- ~~(10-)~~ Any other relevant evidence concerning the maintenance of the ~~dog or other~~ animal.
- ~~(11-)~~ Any other relevant evidence regarding the ability of the owner or custodian to protect the public safety in the future if the ~~dog~~animal is permitted to remain in the City.
- ~~(12-)~~ Any other relevant evidence concerning the characteristics or behavior of the ~~dog~~animal, or concerning the circumstances of the incident. ~~(Ord. 1726, 11-6-2007)~~

5-2.31-3.13 HEARING- DECISION AND DISPOSITION OF ANIMAL:

~~A.-(a)~~ At the conclusion of the hearing, the hearing officer may determine:

- ~~(1-)~~ That the ~~dog or other~~ animal is not ~~a dangerous animal~~ and should be returned to its owner; or

(2-) That the ~~dog or other~~ animal is not dangerous but that the attack, bite or injury was the result of improper or negligent training, handling or maintenance ~~and that the license or animal permit should be revoked; or; or~~

(3-) That the ~~dog or other~~ animal is a dangerous ~~animal~~ and ~~that~~ it should be humanely destroyed ~~no sooner than the sixth business day~~ after all appeal processes have been exhausted following the ~~mailing of notice~~ receipt of the hearing officer's decision.

~~B. (b)~~ If it is determined that the animal is not dangerous, but that the bite, attack or injury was the result of improper or negligent training, handling or maintenance and the owner is unable or unwilling to properly train, handle or maintain the animal and that a similar incident is likely to occur in the future without proper training, handling or maintenance, the animal may be disposed.

(c) If it is determined that the animal is not dangerous, but that the bite, attach or injury was the result of improper or negligent training, handling or maintenance, but also that the owner is able and willing to properly train, handle or maintain the animal and that similar incident is not likely to occur in the future with proper training, handling and maintenance, the animal may be returned to the owner with documentation of how to prevent future incidents.

(d) The decision of the hearing officer shall be in writing and shall be delivered personally to the owner or mailed to him or her by ~~regular mail at the address appearing on the request for hearing~~ certified mail.

~~C. (e)~~ The owner may, within ten (10) days of ~~the mailing~~ receipt of the hearing officer's ~~officer's~~ written decision ~~to the owner~~, appeal the hearing officer's decision to the Tulare County Superior Court pursuant to California Code of Civil Procedure Section 1094.6. ~~(Ord. 1726, 11-6-2007)~~ The police department will be notified by the owner of the appeal in writing on the same date as the appeal was filed.

5-2.32: DISPOSITION OF DANGEROUS ANIMAL:

~~A. It shall be unlawful for any person to own, possess, harbor or keep any dog or other animal declared to be dangerous.~~

~~B. Any dog or other animal declared to be dangerous, if not already impounded, shall be immediately surrendered to the shelter supervisor, and it is the duty of the shelter supervisor to take up and impound any such dog or other animal.~~

~~C. Any dog or other animal declared to be a dangerous animal shall be humanely destroyed as permitted pursuant to this article or otherwise prescribed by law. (Ord. 1726, 11-6-2007)~~

5-2.33: DOG OR OTHER ANIMAL DECLARED NOT DANGEROUS:

- ~~A. If it is determined that the dog or other animal is not dangerous, but that the bite, attack, injury, or other behavior was the result of improper or negligent training, handling or maintenance, the dog license or animal permit shall be revoked.~~
- ~~B. The dog license or animal permit may be reissued with reasonable terms, conditions or restrictions imposed for the training, handling or maintenance of the dog or other animal to protect the public health, safety and welfare only if it is determined that the owner or custodian is able and willing to properly train, handle or maintain the dog or other animal and a similar incident is not likely to occur in the future with proper training, handling or maintenance.~~
- ~~C. If it is determined that the dog or other animal is not dangerous, but that the bite, attack or injury was the result of improper or negligent training, handling or maintenance and that the owner is unable or unwilling to properly train, handle or maintain the dog or other animal and that a similar incident is not likely to occur in the future with proper training, handling or maintenance, the dog or other animal will be disposed of pursuant to section 5-2.32 of this article. (Ord. 1726, 11-6-2007)~~

Article ~~III~~IV

KENNELS

Sections:

- ~~5-34.1~~ — ~~Definition~~ Kennel Defined
- ~~5-34.2~~ Kennel Permit and Application Fee
- ~~5-34.3~~ Vaccination Certificate Required
- ~~5-34.4~~ Preliminary Inspection
- ~~5-34.5~~ ~~Permit~~License
- ~~5-34.6~~ Term of Permit
- ~~5-34.7~~ ~~Permit Time Limit Expired;~~ Delinquent Penalties, Securing Individual Licenses if Kennel Permit Denied, Time Limits
- ~~5-34.8~~ Dogs Running At Large Unlawful
- ~~5-3.9~~ — Inspection of Kennel
- ~~5-3.10~~ — ~~Vaccination~~4.9 Delivery of Additional Dogs
- ~~5-3.11~~ — Vaccination Certificates to Purchasers
- ~~5-3.12~~ — 4.10 Effect of Revocation of Kennel Permit

5-3.1: DEFINITION:

~~The term "kennel", as used in this chapter, means a building or enclosure where five (5) or more dogs over four (4) months of age are kept. (Ord. 1726, 11-6-2007)~~

5-3.2:5-4.1 KENNEL DEFINED: The term "kennel," as used in this Chapter, means a premises, building or enclosure where four (4) or more animals not owned by the kennel owner or operator are kept, boarded, trained, or maintained for commercial purposes for a period longer than 24

hours. The maintenance of more than two (2) animals used for breeding purposes for which compensation is received, or the parturition or rearing of more than two (2) litters in one (1) calendar year shall be a rebuttable presumption that such animals are owned or maintained for the purpose of commercial breeding and the owner and the premises shall be subject to permit and licensing requirements as established in Chapter 15 of the City of Porterville Municipal Code.

5-4.2 KENNEL PERMIT AND APPLICATION FEE: In lieu of securing the permit required by this Chapter for each of the dogsanimals in a kennel, a person owning or operating a kennel may obtain a kennel permit covering all of the dogsanimals maintained in the kennel. It shall be unlawful to fail to secure ~~either~~ the permit required by this Chapter ~~the permit authorized by this article.~~ The application for a kennel permit shall be filed with the shelter-supervisor-on-police department, along with a copy of a form prescribed by him/her. valid city business license. The fees for kennel permits shall be set by Resolution of the City Council ~~as adopted from time to time.~~ (Ord. 1726, 11-6-2007) in a fee schedule.

5-4.3.3 VACCINATION CERTIFICATE REQUIRED: The shelter-supervisorpolice department shall not issue a kennel permit unless the person applying for the permit files with him a certificate or certificates signed by a licensed veterinarian showing that all of the dogsanimals in the kennel, which are over four (4) months of age, have been vaccinated against rabies and which indicates that the period of time elapsing from the dates of the vaccinations to the date of expiration of the kennel permit does not exceed thirty ~~(30-six (36)~~ months in the case of vaccination with live virus rabies vaccine or eighteen (18) months in the case of vaccination with killed virus rabies vaccine, as those types of vaccines are defined in section 2606 et seq., of Chapter 17 of the California Code of Regulations. During any period when the City of Porterville is designated as a rabies area pursuant to sections 1900—1921 of the Health and Safety Code of the State of California, no killed virus vaccine shall be used other than vaccine of bovine nerve tissue origin.

However, if one or more dogsanimals in the kennel are too ill to be vaccinated against rabies at the time the application for the kennel permit is filed with the shelter-supervisorpolice department, and the application for the kennel permit is accompanied by a certificate signed by a veterinarian which ~~so~~ states, the shelter-supervisor-shallpolice department may process and issue the kennel permit in compliance with this articleChapter. The owner of the kennel shall thereafter have each such doganimal vaccinated within thirty (30) days after the date on which it becomes well enough to be vaccinated ~~and, within ten (10) days after such dog has been vaccinated,~~ the owner of the kennel shall file the vaccination certificate with the shelter-supervisor. ~~If satisfactory evidence is presented to the city council that~~ police department. If a person holding a kennel permit has failed to have a dogan animal vaccinated pursuant to this section, the ~~city council shall direct the shelter supervisor to~~ police department may immediately revoke the kennel permit and to give the holder of the kennel permit written notice of such revocation. (Ord. 1726, 11-6-2007)

5-3.4.4 PRELIMINARY INSPECTION: The shelter-supervisor-shallpolice department may inspect ~~the kennel and all kennels to~~ determine whether the kennel-iskennels are constructed and operated in such a manner as to prevent the dogsanimals confined therein from running at large. (Ord. 1726, 11-6-2007)

5-~~34.5~~: PERMIT:

LICENSE: If the ~~shelter supervisor~~police department has determined that the ~~kennel is~~kennels are constructed and operated in such a manner as to prevent ~~dogs~~animals confined therein from running at large, and if the required vaccination certificates have been filed in compliance with the provisions of this Chapter, the ~~shelter supervisor shall~~police department may issue a kennel permit to the applicant. ~~Otherwise, the shelter supervisor shall refuse to issue the kennel permit.~~ The kennel permit issued by the ~~shelter supervisor~~police department shall contain a serial number, the expiration date of the permit, the address of the kennel, and such other information as the ~~shelter supervisor may require.~~ ~~The shelter supervisor shall not issue individual permit tags for the dogs in the kennel.~~ (Ord. 1726, 11-6-2007)police department may require.

5-~~34.6~~: TERM OF PERMIT: Kennel permits shall be issued on ~~a city fiscal year~~an annual basis, commencing on ~~July 1~~January 1st and ~~terminating~~expiring on ~~the next June 30.~~ During the period from July 1 through August 31 of each year, an owner who has secured a kennel permit for his dogs for the prior fiscal year shall not be in violation of this article. (Ord. 1726, 11-6-2007)December 31st.

5-~~34.7~~: PERMIT TIME LIMIT EXPIRED; DELINQUENT PENALTIES: SECURING INDIVIDUAL PERMITS IF KENNEL PERMIT DENIED; TIME LIMITS: Commencing on ~~September 1~~the 1st day of January each year, the ~~shelter supervisor~~police department shall collect a delinquent penalty, in addition to the regular permit fee, before issuing any kennel permit if the time limits set forth in this ~~article~~Chapter have expired for any ~~dog~~animal in the kennel at the time that the application for the permit is filed. The delinquent penalty shall be in an amount equal to the regular permit fee as set forth in this ~~article~~Chapter. If an application for a kennel permit is filed before the time limits set forth in this ~~article~~Chapter have expired and if, after the expiration of such time limits, the ~~shelter supervisor~~police department determines that a kennel permit ~~shall~~will not be issued, the ~~shelter supervisor~~police department shall send the owner of the kennel written notice that the kennel permit ~~shall~~will not be issued. It shall be unlawful for the owner of the kennel to fail to secure individual permits for each of the ~~dogs~~animals in the kennel, pursuant to the provisions of this Chapter, within thirty (30) days after receipt of such written notice of such violation. During the period between the date on which the application for the kennel permit is filed with the ~~shelter supervisor~~police department until thirty (30) days after receipt of said written notice, the owner of the kennel shall not be in violation of this ~~article.~~ (Ord. 1726, 11-6-2007)chapter.

5-~~34.8~~: DOGS RUNNING AT LARGE UNLAWFUL:

~~It shall be unlawful for any person who has secured a kennel permit to allow or permit any dog in his kennel to run at large at any time. Every dog found running at large in violation of the provisions of this section shall be seized and impounded. If satisfactory evidence is presented to the city council that a person holding a kennel permit has allowed or permitted a dog housed in said kennel to run at large, the city council shall direct the shelter supervisor to immediately revoke~~

the kennel permit and to give the holder of the kennel permit written notice of such revocation. (Ord. 1726, 11-6-2007)

5-3.9: INSPECTION OF KENNEL: The ~~shelter supervisor~~police department may ~~from time to at~~any time inspect any kennel for which a kennel permit has been issued. If the ~~shelter supervisor~~police department determines that the kennel is not ~~constructed or being~~ operated in such a manner as to prevent the dogs confined therein from running at large, she/he shall immediately revoke the kennel permit and give the holder of the kennel permit written notice of such revocation. (Ord. 1726, 11-6-2007)

5-3.10: VACCINATION OF ADDITIONAL DOGS:

After a kennel permit has been issued, the owner of the kennel shall thereafter have each additional dog which is maintained in said kennel vaccinated against rabies by a permitted veterinarian within thirty (30) days after he acquires ownership of the dog. However, if the dog is less than four (4) months of age when it is acquired, it shall be vaccinated within thirty (30) days after the dog becomes four (4) months of age. If a dog is too ill to be vaccinated against rabies at the time that the time limits set forth above expire, then the owner of the kennel shall thereafter have each such dog vaccinated within thirty (30) days after the date on which it becomes well enough to be vaccinated. Within ten (10) days after a dog has been vaccinated in accordance with this section, the owner of the kennel shall file the vaccination certificate with the city shelter supervisor. If satisfactory evidence is presented to the city council that a person holding a kennel permit has failed to comply with the provisions of this section, the city council shall direct the shelter supervisor to immediately revoke the kennel permit and to give the holder of the kennel permit written notice of such revocation. (Ord. 1726, 11-6-2007)the Chapter, the police department may revoke the kennel permit.

5-3.11:4.9 DELIVERY OF VACCINATION CERTIFICATES TO PURCHASERS: Whenever a person holding a kennel permit sells any ~~dog~~animal in the kennel, he/she shall deliver his a copy of the vaccination certificate for the ~~dog~~animal to the purchaser. If satisfactory evidence is presented to the ~~city council~~police department that a person holding a kennel permit has failed to comply with the provisions of this section, the ~~city council shall direct the shelter supervisor to immediately~~police department may revoke the kennel permit ~~and to give the holder of the kennel permit written notice of such revocation.~~ (Ord. 1726, 11-6-2007).

5-3.12:4.10 EFFECT OF REVOCATION OF KENNEL PERMIT:

. If the ~~shelter supervisor~~police department revokes a kennel permit pursuant to the provisions of this ~~article~~chapter, it shall be unlawful for the owner of the kennel to fail to secure individual ~~dog~~permitslicenses for each of the ~~dogs~~animals in the kennel, pursuant to this Chapter, within thirty (30) days after receipt of written notice of such revocation from the ~~shelter supervisor~~police department. Any person whose kennel permit has been revoked by the ~~shelter supervisor~~police department shall not be permitted to apply for a kennel permit until the next ~~ensuing fiscal~~calendar year. (Ord. 1726, 11-6-2007)

Article ~~IV~~V

RABIES CONTROL

Sections:

- 5-~~45~~.1 Application of Article
- 5-~~45~~.2 Animal Showing Signs of Rabies
- 5-~~45~~.3 Isolation of Rabid Animals and Clinically Suspected Rabid Animals
- 5-~~45~~.4 Animals Biting Persons; ~~Quarantine~~
- 5-~~45~~.5 Animals in Contact with Rabid Animals
- 5-~~45~~.6 Violation of Quarantine

5-~~45~~.1: APPLICATION OF ARTICLE: This ~~article~~Chapter shall be in effect only at those times when the City of Porterville is not designated as a rabies area pursuant to sections ~~1900-1921~~121575-122374 of the Health and Safety Code of the State of California. During those periods when the City of Porterville is designated as a rabies area, the provisions of said sections ~~1900-1921~~121575-122374 of the Health and Safety Code, and the rules and regulations adopted pursuant thereto, are applicable rather than the provisions of this Article. (~~Ord. 1726, 11-6-2007~~)

5-~~45~~.2: ANIMAL SHOWING SIGNS OF RABIES: Whenever the owner of an animal observes or learns that such animal shows symptoms of rabies or acts in a manner which would lead to a reasonable suspicion that it may have rabies, such person shall immediately notify the ~~shelter supervisor~~police department. Said person shall thereafter allow the ~~shelter supervisor~~police department to inspect or ~~his/her representative to make an inspection or examination of~~ said~~examine the~~ animal. (~~Ord. 1726, 11-6-2007~~)

5-~~45~~.3: ISOLATION OF RABID ANIMALS AND CLINICALLY SUSPECTED RABID ANIMALS: The owner of any rabid animal or clinically suspected rabid animal shall isolate the animal in strict confinement under proper care and under the observation of a veterinarian, in a Kennel, veterinary hospital, or other adequate facility in a manner approved by the ~~shelter supervisor~~police department, and said animal shall not be destroyed or released from confinement for at least ten (10) days after the onset of symptoms suggestive of rabies and until the ~~shelter supervisor~~police department gives written authorization for the release of the animal, with the exception that such animal may be ~~sacrificed~~euthanized with the permission of the ~~shelter supervisor~~police department for the purpose of a laboratory examination for rabies using the fluorescent rabies antibody test in an approved public health laboratory. (~~Ord. 1726, 11-6-2007~~)

5-~~5.4~~.4: ANIMALS BITING PERSONS; ~~QUARANTINE~~

. Whenever the owner of an animal has knowledge that such animal has bitten any person, the owner shall immediately report that fact to the police department Shelter Supervisor and report the name and address of the person bitten and the time and place that such person was bitten. Upon order of the police department Shelter Supervisor, the owner shall quarantine the animal for the period of time specified in section 2606 of Chapter 17 of the California Administrative Code with regard to rabies areas, and shall allow the police department Shelter Supervisor or his/her

representative to make inspections and examinations of the animal from time to time during such period. ~~The shelter supervisor~~The police department Shelter Supervisor may shall quarantine said animal upon the premises of the owner. However, if the owner of the animal so desires, the police department Shelter Supervisor shall place the animal in quarantine in a veterinary hospital, at the expense of the owner, in lieu of quarantine of the animal on the premises of the owner. Quarantine shall be made by written notice delivered to the owner of said animal stating that the animal is quarantined and the instructions to be followed. If the quarantine is upon the premises of the owner of the animal, the animal shall be confined within a locked enclosure so constructed that the animal cannot escape or have contact with any other animal or human being other than the person responsible for its care or, at the discretion of the police department Shelter Supervisor, the animal may be kept under restraint by leash in charge of a responsible person, or under such restrictions as the Shelter Supervisor may prescribe. Said animal shall be kept in quarantine until the police department Shelter Supervisor gives written authorization for the release of the animal from quarantine. Notwithstanding the foregoing provisions, such animal may be sacrificed with the permission of the police department Shelter Supervisor for the purpose of a laboratory examination for rabies using the fluorescent rabies antibody test in an approved public health laboratory. (~~Ord. 1726, 11-6-2007~~)

5-4.5.5 ANIMALS IN CONTACT WITH RABID ANIMALS:

. Any animal of a species subject to rabies which has been bitten by a known rabid or suspected rabid animal or has been in intimate contact with a rabid or suspected rabid animal shall be quarantined by the owner in a place and manner approved by the police department Shelter Supervisor, for a period of six (6) months or destroyed; provided, however, that the following alternatives are permitted in the case of dogs and cats: If the dog or cat has been vaccinated against rabies within two (2) years but not less than thirty (30) days with a live virus vaccine, or within one (1) year but not less than thirty (30) days with a killed virus vaccine, as those types of vaccines are defined in section 2606 et seq., of Chapter 17 of the California Administrative Code, the dog or cat may be ~~revaccinated~~re-vaccinated in a manner approved by the police department Shelter Supervisor and quarantined in a place and manner approved by the police department Shelter Supervisor for a period of thirty (30) days. The provisions of this ~~article~~Chapter concerning quarantine shall also apply to the quarantine of animals pursuant to this section. (~~Ord. 1726, 11-6-2007~~)

5-4.5.6 VIOLATION OF QUARANTINE:

. When any animal is quarantined by the police department Shelter Supervisor, it shall be unlawful for the owner of the animal to violate the quarantine by removing said animal from the premises where it is quarantined, allowing it to run at large, destroying it without authorization from the police department Shelter Supervisor, concealing it from the police department Shelter Supervisor or disobeying any of the quarantine restrictions which have been imposed by the ~~shelter supervisor.~~ (~~Ord. 1726, 11-6-2007~~)police department. Shelter Supervisor.

Article ~~V~~VI

PIGEONS

Sections:

- 5-56.1 Conditional Use Permit Required
- 5-56.2 Applicability
- 5-56.3 Leg Banding
- 5-56.4 Number Allowed
- 5-56.5 Structure/Loft Requirements
- 5-56.6 Loft Maintenance
- 5-56.7 Release and Feeding of Pigeons
- 5-56.8 Number of Squabs Allowed; Breeding of Pigeons
- 5-56.9 Association Membership
- 5-56.10 Limitations
- 5-56.11 Association Membership Documentation
- 5-56.12 City Right of Entry
- 5-56.13 Violation

5-56.1: CONDITIONAL USE PERMIT REQUIRED:

Pigeons which have been selectively bred for specific racing, homing, or sporting purposes, shall be subject to the limitations of this article and shall only be permitted in residential zoning districts upon obtaining a conditional use permit from the city council according to chapter 21, article 604 of this code. (Ord. 1751, 4-21-2009)

5-56.2: APPLICABILITY:

The provisions of this article shall apply only to parcels six thousand (6,000) square feet and over, which are located within a residential zoning district. (Ord. 1751, 4-21-2009)

5-56.3: LEG BANDING:

All racing, homing or sporting pigeons shall be banded with a leg band. The "leg band" is defined as a seamless band, made of a durable material, which designates the national organization with which the bird is registered, and indicates the year of birth of the bird. Birds which are not banded shall not be considered to be racing, homing or sporting pigeons. (Ord. 1751, 4-21-2009)

5-56.4: NUMBER ALLOWED:

The number of racing, homing or sporting pigeons shall not cumulatively exceed one bird for every one thousand (1,000) square feet of lot area for lots under ten thousand (10,000) square feet in size and two (2) birds for every one thousand (1,000) square feet of lot area for lots in excess of ten thousand (10,000) square feet. (Ord. 1751, 4-21-2009)

5-56.5: STRUCTURE/LOFT REQUIREMENTS:

The structure ("loft") housing the racing, homing or sporting pigeons shall comply with setback, height, and lot coverage limitations in the underlying zone. The loft shall be set back a minimum distance of ten feet (10') from residential structures on the site, to provide adequate distance for clean and sanitary loft maintenance, and a minimum distance of twenty feet (20') from the property line of any adjacent parcel when there are no more than twenty (20) birds. The minimum distance from the property lines shall increase one foot (1') for every one bird over twenty (20) in number. (Ord. 1751, 4-21-2009)

5-56.6: LOFT MAINTENANCE:

Any loft used for housing the racing, homing or sporting pigeons shall be kept in a clean and sanitary condition at all times. (Ord. 1751, 4-21-2009)

5-56.7: RELEASE AND FEEDING OF PIGEONS:

All racing, homing or sporting pigeons shall be confined to the loft, except for limited periods necessary for exercise, training and competition. At no time shall pigeons be allowed to perch or linger on the buildings or property of others. Objects shall not be thrown at the birds during their training or exercise. All birds shall be fed within the confines of the loft. (Ord. 1751, 4-21-2009)

5-56.8: NUMBER OF SQUABS ALLOWED; BREEDING OF PIGEONS:

Not more than twelve (12) squabs over six (6) weeks old shall be permitted to be kept or maintained or raised on the property where pigeons are allowed in a residential zoning district. The squabs shall be counted in the cumulative total of pigeons allowed on the property by this article. Breeding of pigeons shall be incidental to the keeping of pigeons for racing and the breeding of pigeons for commercial purposes shall be prohibited. (Ord. 1751, 4-21-2009)

5-56.9: ASSOCIATION MEMBERSHIP:

Owners of racing, homing, or sporting pigeons are required to be current members of a nationally recognized racing, homing, or sporting pigeon association. (Ord. 1751, 4-21-2009)

5-56.10: LIMITATIONS:

The limitations set forth in this article shall be deemed minimum limitations required for the keeping of pigeons as provided for herein. The city may, as a condition to issuance of the permit required in chapter 21, article 604 of this code set forth additional requirements in said permit as may be necessary to maintain the health, safety and general welfare of its citizens. (Ord. 1751, 4-21-2009)

5-~~56~~.11: ASSOCIATION MEMBERSHIP DOCUMENTATION:

The applicant shall provide documentation of current membership in a nationally recognized racing, homing or sporting pigeon association with the conditional use permit application. (Ord. 1751, 4-21-2009)

5-~~56~~.12: CITY RIGHT OF ENTRY:

The city shall have the right to enter the property for verification of conditional use permit compliance at any time. (Ord. 1751, 4-21-2009)

5-~~56~~.13: VIOLATION:

The conditional use permit may be revoked by the city council upon violation of any condition, regulation or limitation of the permit issued, unless such violation is corrected within ten (10) days of notice of such violation. Any permit may be revoked for any violation. (Ord. 1751, 4-21-2009)

Article ~~VI~~ VII

VIOLATIONS

~~Sections:~~

5-~~67~~.1 ~~Enforcement~~ VIOLATIONS.

~~5-6.1: ENFORCEMENT:~~

~~A.~~ (a) Administrative Citation. Upon a finding by the city official or representative vested with the authority to enforce the various provisions of this Chapter, that a violation exists, he or she may issue an Administrative Citation and proceed with enforcement pursuant to Chapter 2, Article XIV, of the Municipal Code.

(b) ~~Misdemeanor.~~ Any person violating any of the provisions of this Chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding one thousand dollars (\$1,000.00) or by imprisonment for a term not exceeding six (6) months or by both such fine and imprisonment. Notwithstanding the classification of a violation of this Chapter as a misdemeanor, at the time an action is commenced to enforce the provisions of this Chapter, the trial court, upon recommendation of the prosecuting attorney, may reduce the charged offense from a misdemeanor to an infraction. A person who owns or is in charge of or controls or who possesses an animal who permits, allows or causes the dog to run, stray, be uncontrolled or in any manner be in, upon, or at large upon a public street, sidewalk, park or other public property or in or upon the premises or private property of another person is guilty of a misdemeanor if said animal bites, attacks or causes injury to any human being or other animal.

~~B. Separate Offense: Each day that any provision of this chapter is violated is a separate and distinct offense and shall be punishable as a separate and distinct offense.~~

~~C.~~(c) Infraction: Notwithstanding the classification of a violation of this Chapter as a misdemeanor, at the time an action is commenced to enforce the provisions of this Chapter, the trial court, upon recommendation of the prosecuting attorney, may reduce the charged offense from a misdemeanor to an infraction. Any person convicted of an infraction under this Chapter shall be punished by:

~~(1. —)~~ A fine not exceeding one hundred dollars (\$100.00) for a first violation;

~~(2. —)~~ A fine not exceeding two hundred dollars (\$200.00) for a second violation of this Chapter within one (1) year; and

~~(3. —)~~ A fine not exceeding five hundred dollars (\$500.00) for each additional violation of this Chapter within one (1) year.

~~D. Administrative Citation: Upon~~(d) Separate Offense. Each day that any provision of this chapter is violated is a finding by the city official or representative vested with the authority to enforce the various separate and distinct offense and shall be punishable as separate and distinct offense.

~~(e) Except as provided in Subsection (c) of this section, violation of any of the provisions of covered in this chapter, that a violation exists, he or she may issue be investigated and punished as an infraction. An administrative citation and proceed with enforcement pursuant to may be issued in lieu of filing a criminal case. Each day a violation continues may be investigated regarded as a new and separate offense.~~

(A) The punishment upon conviction may be:

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

2. A fine not exceeding two hundred dollars (\$200.00) for a second violation of the same provision within one (1) year; or

3. A fine not exceeding five hundred dollars (\$500.00) for each additional violation of the same provision within one (1) year, to a maximum of three (3) such violations.

(B) For purposes of this section, bail forfeiture shall be deemed to be a conviction of the offense charged.

(C) In addition to any other penalties or fines provided for in this chapter, any reasonable costs incurred by the city in seizing, impounding and for confining any dangerous animal may be charged and recovered against the owner.

(f) Four (4) or more violations of the same section of this chapter 2, article XIV of this code shall constitute a misdemeanor and shall be investigated according to section (b) above. Each additional day the violations continue unabated shall be regarded as a new and separate offense.

~~E.~~ (g) Civil Action:- The City Attorney, or an Attorney hired for such purposes by and at the request of the City Council, may institute an action in any court of competent jurisdiction to restrain, enjoin or abate the condition found to be in violation of the provisions of this Chapter, or State Codes specifically adopted by reference, as provided by law, and the City shall be entitled to its ~~attorney~~attorney's fees and costs.

(h) These remedies shall not supplant or replace the procedures concerning dangerous animals as specified in ~~sections 5-2.15 and 5-2.29 through 5-2.33 of~~elsewhere in this Chapter. (~~Ord. 1726, 11-6-2007; Ord. 1751, 4-21-2009~~)

(i) Allocation of fees and fines collected. All fees and the city's share of all fines collected shall be used only to fund the implementation and enforcement of the city's animal control program.

Article ~~VH~~VIII

ANIMAL CONTROL COMMISSION

Sections:

- 5-~~78~~.1 Established
- 5-~~78~~.2 Composition
- 5-~~78~~.3 Compensation
- 5-~~78~~.4 Term of Office; Removal
- 5-~~78~~.5 Vacancies
- 5-~~78~~.6 Appointment of Chairperson and Vice Chairperson
- 5-~~78~~.7 Term of Officers
- 5-~~78~~.8 Meetings and Records
- 5-~~78~~.9 Quorum
- 5-~~78~~.10 General Powers and Duties of Commission

5-~~78~~.1: ESTABLISHED:

An animal control commission is established in and for the city of Porterville. The animal control commission shall serve in an advisory capacity to the city council. (Ord. 1812, 6-3-2014)

5-~~78~~.2: COMPOSITION:

The animal control commission shall consist of five (5) members, who shall be residents of the city of Porterville. Commissioners shall be appointed by the city council at its complete discretion by a majority vote. Members of the commission shall be representative of a cross section of the community. (Ord. 1812, 6-3-2014)

5-~~78~~.3: COMPENSATION:

Members of the animal control commission shall serve without compensation. (Ord. 1812, 6-3-2014)

5-78.4: TERM OF OFFICE; REMOVAL:

The term of office shall be four (4) years with terms staggered to prevent concurrent expiration of terms. All commission members shall serve at the pleasure of the city council and may be removed by a majority vote of the city council at any time and for any reason. (Ord. 1812, 6-3-2014)

5-78.5: VACANCIES:

Vacancies, occurring otherwise than by expiration of the terms, shall be filled by appointment by the city council as soon as possible; such appointee is to serve for the unexpired term of the vacant office. (Ord. 1812, 6-3-2014)

5-78.6: APPOINTMENT OF CHAIRPERSON AND VICE CHAIRPERSON:

The animal control commission shall appoint one of its members chairperson, and one of them vice chairperson. (Ord. 1812, 6-3-2014)

5-78.7: TERM OF OFFICERS:

The officers thus appointed shall serve one year, until their successors in office have been appointed by the animal control commission. (Ord. 1812, 6-3-2014)

5-78.8: MEETINGS AND RECORDS:

The animal control commission shall hold meetings regularly as determined by the commission and shall designate the time and place thereof. The commission may hold as many meetings as determined necessary for the performance of the duties prescribed in this chapter. The meetings shall be held in compliance with the Brown act and all applicable laws, and the meetings and records of attendance shall be public. The commission shall adopt its own rules of procedure and keep a record of its proceedings. A record of attendance shall be kept regularly and reported to the city council at least once per year. Members are expected to have at least seventy five percent (75%) attendance based upon the commission's regular meeting schedule (e.g., 9 out of 12 meetings if held monthly, and 3 out of 4 if held quarterly). Members who fail to meet the attendance requirement automatically vacate their seat and the vacancies shall be filled per section 5-7.5 of this article. (Ord. 1812, 6-3-2014)

5-78.9: QUORUM:

Three (3) members shall constitute a quorum for the transaction of business. (Ord. 1812, 6-3-2014)

5-78.10: GENERAL POWERS AND DUTIES OF COMMISSION:

The animal control commission shall:

- A. Advise the city council and staff on any matters concerning animal control and shelter programs;
- B. Make recommendations to the city council and staff concerning regulations affecting animals and the care, control, and treatment of animals;
- C. Make recommendations to the city council and staff to strengthen the city's animal control and shelter programs;
- D. Engage in a long term planning process through which it identifies major priorities and provides recommendations for the city council for policies and procedures on animal control and shelter program operations;
- E. Promote public awareness of the goals and operations of the animal shelters and to enhance community relations with respect to animal control program operations;
- F. To advise and assist the city council and staff in conducting public education and outreach programs to city residents regarding animal owner responsibility for licensing, spaying and neutering, and proper care of animals;
- G. To review and recommend proactive enforcement programs that will result in reducing cases of animal overpopulation, neglect, abuse, and public nuisance;
- H. To review and provide recommendations to the city council and staff on all proposed amendments to this chapter;
- I. Serve as a sounding board for staff to review their plans and ideas; and
- J. Act on any matters referred by the city council or staff in accordance with the instructions provided with the said referrals. (Ord. 1812, 6-3-2014)

SUBJECT: PROPOSED DRAFT REVISIONS TO CITY ANIMAL CONTROL ORDINANCE

SOURCE: Administration

COMMENT

This item was presented to the City Council for consideration during the May 6, 2014, Council Meeting. Department staff were directed to obtain additional historical information related to rabies control and vaccination efforts required by local jurisdictions. Attached for consideration are memorandums outlining State Mandated requirements, historical dog bite data, and licensing efforts to assist in support of the adoption of the revised Animal Control Ordinance.

The Animal Control Unit of the City of Porterville Police Department has been providing animal control services for the city of Porterville since January 1, 2009. Prior to that date, animal control and sheltering services were contracted with the City of Lindsay.

Since its inception, the Animal Control Unit has grown to employ four full-time employees, one part-time employee, operates three animal control trucks, several support vehicles, maintains a temporary sheltering facility at the City of Porterville Corporation Yard and the recently purchased animal shelter facility near the city of Lindsay. A new animal shelter facility is planned to be built in the city of Porterville this next year. Personnel currently address approximately 500 animal-related incidents per month. In addition to enforcing animal control laws, personnel provide other services such as care and boarding of impounded animals, dog licensing, adoptions, hearings, inspections, etc.

The City has not updated its Animal Control Ordinance since 2007, and yet, since that time, has assumed animal control responsibilities in 2009, recently purchased the animal shelter facility near the city of Lindsay, and plans to build a new animal shelter facility in Porterville this next year. Given these facts, it was determined the Animal Control Ordinance for the City of Porterville was inadequate and in need of update to support the control and enforcement efforts necessary to ensure the citizens of Porterville continue to receive the quality, efficient, and effective animal control services they expect to receive. Personnel from several City Departments were called upon for input, and the draft of proposed revisions to the current Animal Control Ordinance has been produced for the City Council's review, consideration and direction.



Dir



App/Fund



CM

Item No. 20

The draft of the proposed Ordinance includes current Ordinance verbiage (black), newly-proposed verbiage (blue), and recommendations of the City Attorney (red). The proposed Ordinance is in an extremely preliminary form and is extensive and substantial in detail, which the list provided below attempts to summarize by subject:

- Description/Definition of Certain Animals
- Mandatory Spay/Neuter Requirements
- Term of Dog Licenses – Single Calendar Year
- Exemptions for Service or Assistance Animals
- Leash Requirements
- Keeping of Animals
- Annexations/Compliance/Transition Period
- Public Nuisance
- Nuisance/Inspection
- Prohibitions re Killing/Slaughtering Animals
- Authority to Develop Rules and Regulations for Dog Parks
- Implementation of Administrative Citation Process
- Establishment of a Revised Fee Schedule

Staff has also provided sample regulations regarding animal care and control requirements, which include but are not limited to regulations covering hydration, feeding/nutrition, housing, veterinary, and exercise requirements. Additionally, many communities have adopted regulations addressing urban farming, and information from the American Planning Association is also attached.

RECOMMENDATION: That the City Council consider the proposed draft revisions to the City's Animal Control Ordinance, and provide direction to staff as appropriate.

ATTACHMENTS: ~~1)~~ Draft Ordinance with Changes
~~2)~~ Ordinance 1726 with Markings Including Changes
3) American Humane Association: Spaying/Neutering
~~4)~~ Sample Regulations Regarding Animal Care and Control
5) Urban Farming Regulations – American Planning Association
6) Police Department Memorandum 14-221-attachments
7) Police Department Memorandum 14-237

American Humane Association

The nation's voice for the protection of children & animals

Spaying / Neutering

Spaying is a general term used to describe the ovariectomy of a female animal. Neutering is a general term used to describe the castration of a male animal. However, neutering is often used in reference to both genders. The surgical procedure, performed by a veterinarian, renders the animal incapable of reproducing. Here are answers to some questions you may have about this beneficial procedure.

When can I have this procedure done?

American Humane Association believes that all cats and dogs adopted from public or private animal care and control facilities should be spayed or neutered (i.e., sterilized). Such sterilization includes prepubertal spaying and neutering of kittens and puppies. American Humane Association supports the passage of laws and regulations mandating that all cats and dogs adopted from public or private animal care and control facilities be sterilized.

American Humane Association encourages the veterinary profession to assist, whenever and however possible, in reducing the number of unwanted pets. This involvement includes supporting the neutering of cats and dogs adopted from public or private animal care and control facilities — thereby controlling the ongoing contribution of offspring to pet overpopulation.

Pet owners should work with their veterinarians to determine the appropriate sterilization ages for individual cats and dogs. Veterinarians are encouraged to work with clients, especially those who are well known and likely to permit an unwanted pregnancy to occur prior to surgery. Short-term and long-term health risks for each animal should always be assessed. American Humane Association encourages research into the development and use of nonsurgical methods of sterilization.

Why should I have my pet neutered?

Animal shelters, both public and private, are faced with an incredible burden: What to do with the overpopulation of dogs and cats that they cannot find homes for? Approximately 3.7 million animals are euthanized at shelters each year, due to the sheer fact that there are not enough willing adopters. Having your pet spayed or neutered ensures that you will not be adding to this tremendous burden.

What are some of the health and behavioral benefits?

Through neutering, you can help your dog or cat live a happier, healthier, longer life. Spaying eliminates the constant crying and nervous pacing of a female cat in heat. Spaying a female dog also eliminates the messiness associated with the heat cycle.

Neutering of male dogs and cats can prevent certain undesirable sexual behaviors, such as urine marking, humping, male aggression and the urge to roam. If you have more than one pet in your household, all the pets will generally get along better if they are neutered.

A long-term benefit of spaying and neutering is improved health for both cats and dogs. Spaying females prior to their first heat cycle nearly eliminates the risk of breast cancer and totally prevents uterine infections and uterine cancer. Neutering males prevents testicular cancer and enlargement of the prostate gland, and greatly reduces their risk for perianal tumors.

Neutering just costs too much!

The cost of caring for a pet, including providing veterinary care, should be considered before acquiring an animal. Many animal shelters offer low-cost spay/neuter services, and there are also many low-cost spay/neuter clinics across the country. To find low-cost options in your area, call your local animal shelter. The reality is that the cost associated with providing adequate care for just one litter of puppies or kittens is often more than the cost of spaying or neutering. The cost of feeding, worming and first vaccinations for a litter can be upwards of \$200 to \$300. You must also consider that there could be complications with the birth that require hospitalization or surgery. You will also be faced with finding good homes for the offspring yourself or placing more animals into your local shelter. The cost of the well-being of not just your companion animal, but of future generations, should be considered.

Can't I allow my purebred dog to have just one litter?

Mixed breed or purebred — there just aren't enough good homes. Purebred animals also often end up in shelters. In fact, 25 percent of shelter dogs are purebreds. Responsible purebred breeders have homes for their potential litters before they breed.

I don't even own a pet! Why is this my problem?

All of us are affected by animal overpopulation. Millions of tax dollars are spent annually to shelter and care for stray, abandoned and unwanted pets. Much of that money is spent to euthanize these animals when homes cannot be found. Human health is threatened by the danger of transmittable diseases (including rabies), animal bites and attacks. Property may be damaged and livestock killed when pets roam in search of food. Animal waste is proving to be a serious environment hazard, fouling yards and parks. It is only when all of us assume the responsibility for pet overpopulation that we will see any decrease in the problem.

ATTACHMENT 3

Isn't it wrong to deprive an animal of the natural right to reproduce?

No, it's wrong to allow these animals to reproduce millions of unwanted offspring that are eventually killed because there aren't enough responsible homes.

If I find homes for my pet's litters, then I won't contribute to the problem, right?

Wrong. Only a finite number of people want pets. So every home you find for your pet's offspring takes away a home from a loving animal already at a shelter.

Shouldn't every female pet have at least one litter before being spayed?

No. In fact, your pet will be healthier if she never sexually matures.

Shouldn't children experience the miracle of birth?

No. A more important lesson to teach your children would be responsible pet ownership and concern for life by explaining why their pet should not have babies.

Doesn't neutering alter an animal's personality?

No. Personality changes that may result from neutering are for the better. Not being distracted by the instinctual need to find a mate helps your pet stop roaming and decreases aggressive tendencies.

Won't animal shelters take care of the surplus animals?

No. Shelters do their best to place animals in loving homes, but the number of homeless animals far exceeds the number of willing adopters. This leaves many loving and healthy animals in our community that must be euthanized as the only humane solution to this tragic dilemma. Only spaying and neutering can end the overpopulation problem.

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ZONING PRACTICE

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➔ ISSUE NUMBER 4

PRACTICE URBAN LIVESTOCK



4

ATTACHMENT 5

Urban Micro-Livestock Ordinances: Regulating Backyard Animal Husbandry

By Jaime Bouvier

While small farm animals never completely disappeared from most cities, a growing number of communities are revisiting their animal control and zoning regulations in response to a renewed interest in chickens, bees, and goats among urban agriculture practitioners and backyard hobbyists.

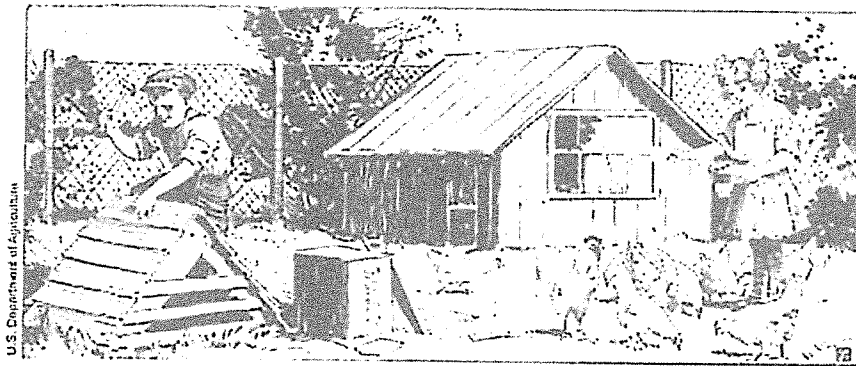
This article explores how small farm animals (i.e., micro-livestock) can and already do coexist in urban environments, and it examines the regulatory tools cities use to sanction and control backyard animal husbandry. The following sections are intended to serve as a guide for local governments considering legalizing and regulating this budding hobby.

WHAT IS MICRO-LIVESTOCK?

There is no universal definition of micro-livestock. It often just means small animals—like chickens, ducks, quail, and rabbits. It can also mean breeds that are smaller than average—such as bantam chickens, Nigerian Dwarf goats, or Red Panda cows. Finally, it can mean an animal of what is normally a large breed that just happens to be small. Many international organizations have long championed raising micro-livestock in cities to provide a secure and safe local food source. Because they require less food and water, are often especially hardy breeds, and their small size makes them ideal for small lots, micro-livestock are especially well suited to urban living.

Right now, most attempts to legalize micro-livestock focus on chickens, goats, and bees. Although rabbits are micro-livestock, they have caused less controversy. Perhaps because they are more accepted as pets, they were never made illegal in many cities. Very small pigs, like the pot-bellied pig, have also been accepted in many cities

Uncle Sam Expects You To Keep Hens and Raise Chickens



➡ During World War II, the U.S. government framed backyard chicken keeping as a patriotic duty.

as a pet; because they are not being raised for bacon, people don't think of them as livestock. There has been some move to legalize miniature horses as guide animals for the blind and disabled. Other animals, like miniature hogs, cows, or sheep, may also be suitable for city life under the right circumstances, but fewer people are advocating for them.

A SHORT HISTORY OF URBAN HENS AND OTHER MICRO-LIVESTOCK.

Although micro-livestock never disappeared from cities altogether, they used

to be an accepted and even encouraged part of urban life. For example, during the Victory Garden campaign, when the U.S. government urged American citizens to grow more of their own food to support the war, the government encouraged people to keep and raise chickens.

As it became cheaper and more convenient to buy food from a grocery store, it became less common to see livestock in the city. While many people believe that livestock became illegal because they were a nuisance, there is little evidence that this was the case—especially when just

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About the Author

Jaime Bouvier is a senior instructor of law and codirector of the Writing and Academic Support Program at Case Western Reserve University School of Law in Cleveland, Ohio. She has also represented state and local governments as well as landowners in zoning and land-use litigation.

a few animals were kept. Instead, exiling livestock was partially a class-based phenomenon. Excluding animals that were seen as productive, that is animals kept for food purposes, was a way to exclude the poor. Animals that came to be viewed as nonproductive, such as dogs and cats, required money to keep and did not have the same associations. By illegalizing behavior associated with the recently rural and poor, a city could present itself as prosperous and progressive.

The desire to exclude the poor is a reason why ordinances making livestock illegal are often found in suburbs and even exurbs where the lot sizes are especially conducive to raising animals. It is also a reason why changing the regulations, even in such suburbs, is often especially contentious.

Now, however, raising livestock is becoming an activity that many young, educated, middle-class people seek out. The association between micro-livestock and poverty is no longer relevant. And distinguishing cities and suburbs from rural occupations is no longer universally seen as a sign of progress. In fact, many view a well-regulated return of micro-livestock to the cities and suburbs as embracing progressive values. And legalizing micro-livestock can actually attract people who seek to live in a place that supports the close-knit communities that this hobby creates.

MICRO-LIVESTOCK COMMUNITIES

Communities are essential to the micro-livestock movement. They provide much-needed support for people to discuss common problems and share interests.

Many communities began as a few people who already raised chickens, or goats, or bees—in violation of city law. They organized to legalize their animals. One of the leading examples of this is a group called Mad City Chickens in Madison, Wisconsin. Members of the group who kept chickens illegally, the self-described "Chicken Underground," were

Many communities
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generally law-abiding citizens uncomfortable with their outlaw status. They did not understand why raising chickens in a way that did not bother their neighbors should be illegal. In 2004, in response to the group's lobbying efforts, Madison amended its zoning ordinance to allow chickens (and, subsequently, bees in 2012). Their lobbying efforts became the focus of a film, also titled *Mad City Chickens*, and have been a model for other groups seeking to legalize micro-livestock, such as the New York City Beekeepers Association and Seattle's Goat Justice League.

These groups' stories show that many people already keep micro-livestock in cities whether or not they are legal. It also shows that once citizens and city leaders are educated about these animals and shown how

they can, and already do, peacefully coexist in cities, they often will legalize these animals. Finally, it shows that cities are better off reasonably regulating micro-livestock, rather than forcing hobbyists out of their cities or underground.

CHICKENS, GOATS, AND BEES: BENEFITS

The main benefits to keeping chickens, goats, and bees is not so much to eat the animal itself, though people do eat chickens and goats. The main benefit is to eat the food they produce: eggs, milk, and honey. There is good research to show that backyard eggs are tastier and have more nutrients than store-bought ones. Milk from backyard goats, moreover, tastes better because goat milk does not store or ship well. It is also, arguably, easier to digest for those who cannot drink cow's milk. Goat hair is a prized material for making cashmere and mohair fabric. Manure from these animals is an excellent, and surprisingly pricey, fertilizer. Many people also value these animals for their companionship and become as close to them as they do any other pet. Finally, backyard and hobbyist livestock keepers ensure a diverse and more robust population of animals, ensuring the propagation of breeds that are not valued commercially but may become important if commercial breeds, because of genetic uniformity, become threatened by disease.

Apart from honey, keeping bees in urban areas has two main benefits: pollination services and ensuring an extant bee population. Honeybees pollinate two-thirds of our food crops and in recent years have suffered devastating losses. Some experts assert that these losses are caused or exac-

erbarated by the use of pesticides, the stress of constant travel to different farms to pollinate crops, and the lack of plant diversity in rural environments. Thus, hobbyist beekeepers who do not subject their hives to such stressors may prove to be a haven for the continued existence of honeybees.

CHICKENS, GOATS, AND BEES: CONCERNS

Concerns about chickens and goats generally boil down to three things: odor, noise, and disease. None of these provide a reason to ban hens and does, but roosters can be too noisy and a rutty buck may be too smelly for dense urban environments.

Contrary to popular myth, roosters do not just crow in the morning to greet the rising sun—roosters crow all day. Hens do not need roosters to lay eggs; roosters are only necessary to fertilize the eggs. Hens are generally quiet, but when they do cluck, the resulting noise is about the same decibel level as a quiet human conversation. And, as long as a chicken coop is regularly cleaned and adequately ventilated, a small flock of hens will not be smelly.

Goats, too, are not generally noisy animals. While a goat may bleat, the sound is generally far less than the noise of a barking dog. Some goats, just like dogs or cats, are noisier than others. And, as for odor, female goats (does) and neutered male goats (wethers) do not smell. Male goats (bucks), during the mating season, do smell. The gamy odor of a rutty buck is the smell many associate with goats. While it is necessary for a doe to mate with a buck and deliver a kid to lactate and provide milk, this can be arranged with a stud-buck kept in more rural environs.

Finally, there is the issue of disease. As with any animal, including dogs and cats, disease can be spread through feces. Regular cleaning and straightforward sanitation practices, such as hand washing, can take care of this issue. While concerns about backyard chickens spreading avian flu have surfaced in some communities, the kind of avian flu that can cross over to humans has not yet been found in North America. And neither the Centers for Disease Control nor the Department of Agriculture have asserted that the possibility of bird flu is a reason to ban backyard hen keeping. Public health scholars have concluded that backyard chickens present no greater threat to public health than other more common pets like dogs and cats.

The major objection to honeybees is the fear of being stung. Here, it is important to understand the distinction between bees and wasps. Honeybees are defensive; they will not bother others unless they are threatened. A honeybee's stinger is attached to the entrails, so it will die if it stings. Bees want pollen; they are not interested in human food. Wasps, by contrast, are predatory, can sting repeatedly with little consequence, and are attracted to human food. Many people confuse fuzzy honeybees with smooth-skinned yellow jackets, a kind of wasp that forms papery hives. People do not keep wasps because they are not effective pollinators and do not produce honey.

A connected objection is a fear of a swarm. A swarm is a group of bees traveling to establish a new hive. While a swarm can be intimidating, before bees swarm they gorge on honey to prepare for the trip, which makes them particularly lazy and docile. Unless attacked or bothered, they will follow a scout bee to a new location within a few hours to a day.

§451 et seq.; 21 U.S.C., §1031 et seq.; and 21 U.S.C. §601 et seq.). The FDA requires that all milk be pasteurized, including goat milk (21 C.F.R. §1240.61) and regulates nutrition and information labeling of honey (21 U.S.C. §§342–343). Many of these laws have exceptions for animals and animal products raised for home consumption, but someone who wants to raise eggs, milk, or meat for sale or distribution would need to comply.

Most states have laws regulating the movement of livestock, including chickens, goats, and bees, into and out of the state. To track and attempt to control some diseases associated with livestock and bees, some states either require or encourage keepers of livestock and beekeepers, even backyard hobbyists, to register their premises with the state. Other states only ask to be alerted if a particular disease is found. Many states also have laws regulating the slaughter and sale of any animal used for meat, as well as laws regulating the sale of eggs, milk, and milk products. While these, also, generally have exceptions for home consumption, they will apply to sales. Often state agricultural

Before drafting an ordinance, local governments should be aware that federal and state laws already regulate livestock.

AGRICULTURAL BASICS FOR CITIES

CONSIDERING LEGALIZING MICRO-LIVESTOCK

Chickens and goats require companionship. As a consequence, cities should allow a minimum of four hens and two does. This ensures that the city is not interfering with good animal husbandry practices.

And, while bees never lack for companionship, it is a good idea to allow beekeepers to have more than one hive. This allows the beekeeper to better inspect for and maintain hive health. Cities should not be overly concerned that hives kept too close together will compete for food—honeybees fly up to a three-mile radius from the hive to find pollen.

FEDERAL AND STATE LAW CONSIDERATIONS

Before drafting an ordinance, local governments should be aware that federal and state laws already regulate livestock. The federal government regulates the sale, processing, labeling, and transportation of chickens, eggs, and other meats (21 U.S.C.

extension services will have online information pages describing the regulations and exemptions for hobbyists.

For beekeeping, however, a few states have passed laws that interfere with a local government's ability to regulate. Wyoming, for instance, controls how close together apiaries (an area with one or more beehives) may be located (Wyo. Stat. Ann. §11-7-201). In June 2011, Tennessee preempted all local government ordinances regulating honeybee hives (Tenn. Code Ann. §44-15-124). And in July 2012, Florida also preempted all local government ordinances regulating managed honeybee colonies or determining where they can be located (Fla. Stat. §§586.055 & 586.10).

COMMON ASPECTS OF URBAN MICRO-LIVESTOCK REGULATION

In the cities that have recently passed ordinances regulating micro-livestock, the ordinances are all quite different. No standard ordinance has yet been established.



⊕ Portland, Oregon, allows up to three pygmy goats in a residential backyard without a permit (§13.05.015.E).

There are, however, many common aspects to these regulations. Most of them limit the number and type of livestock that can be kept in the city, establish setbacks for where the animals can be kept on the property, and require a certain amount of space per animal. Some also require a license.

Micro-Livestock Standards

Most cities have not taken a comprehensive regulatory approach to micro-livestock, but appear to allow particular livestock in response to citizen lobbying. Hundreds of cities have legalized chickens in the past few years. And the growing popularity of beekeeping means many cities have also adopted separate ordinances to allow for it. For example, South Portland, Maine (§§3-51 & 3-710; Cary, North Carolina (§5-3.4(J) & (O)); Ypsilanti, Michigan (§§14-13 & 14-171); and Littleton, Colorado (§§10-4-4 & 10-4-14) have recently passed ordinances separately allowing for both chickens and bees.

Some cities make idiosyncratic choices. For example, Ponca City, Oklahoma, allows miniature horses and donkeys, but still bans all other fowl and livestock (§7-3-10). Sebring, Florida, allows two hens and

two pot-bellied pigs (§4-1). And Carson City, Nevada, allows chickens, pigs, rabbits, and bees, but no goats (§§7.02 & 7.13.190).

And some only allow goats. In 2011, Loveland, Ohio, allowed two pygmy goats on residential properties of any size (§505.16). It defines pygmy as a goat no heavier than 60 pounds. The choice of such a light weight is curious, given that many micro-goat breeds weigh more than 60 pounds. Also, many breeds of dogs weigh up to three times as much, but most cities do not restrict the size of dogs. In 2010, Carl Junction, Missouri, allowed just one pygmy goat on a property of any size (§205.200(C)). Because goats are herd animals, this limit encourages poor animal husbandry practices.

Meanwhile, many cities are legalizing a wider variety of livestock. For example, Denver allows up to eight ducks or chickens and up to two dwarf goats and two beehives (§8-91; §11.8.5.1). But it requires 16 square feet of permeable land available to each chicken and 130 square feet for each goat. The city also requires adequate shelter to protect the animals from the elements and from predators. This means that to keep the full complement of eight chickens and two

goats, the yard would have to have approximately 400 square feet of space. For chickens, ducks, and goats, Denver has a 15-foot setback from neighboring structures used for dwelling and requires that the animals be kept in the rear half of the lot. For bees, Denver has a five-foot setback from any property line and requires that hives be kept in the back third of the lot.

Seattle allows up to eight domestic fowl, four beehives, one potbelly pig, and two pygmy goats, or no pig and three pygmy goats, on any lot (§23.42.052). It then employs a step system for additional animals. For lots larger than 20,000 square feet, an additional small animal—which means a dog, cat, or goat, may be kept on the lot. Seattle also allows other farm animals, including cows, horses, or sheep, to be kept on lots that are greater than 20,000 square feet. Seattle allows one of these animals per 10,000 square feet. Also, it has a 50-foot setback from the neighboring property for all farm animals, not including potbelly pigs, fowl, or miniature goats. Finally, Seattle has a separate ordinance that restricts goats to their premises, “except for purposes of transport or when on property other than

that of the miniature goat's owner with the permission of a lawful occupant of that property" (§ 9.25.084(H)).

Cleveland has a slightly more complex ordinance in that it has different regulations for residential and nonresidential districts (§347.02). It also employs a step system, allowing one animal per a certain number of square feet. In residential districts, it allows one hen, duck, rabbit, or similar animal per 800 square feet, and one beehive per 2,400 square feet. The ordinance spells out that a standard residential lot in Cleveland is 4,800 square feet, so most households could keep up to six hens and two beehives. Setbacks for hens are five feet from the side-yard line and 18 inches from the rear-yard line. Setbacks for bees are five feet from the lot line and 10 feet from any dwelling on another parcel. Neither animal is allowed in the front or side yard. Cleveland only allows goats, pigs, sheep, or similar farm animals on lots that have at least 24,000 square feet (i.e., a little more than a half-acre). If a lot is that size or larger, two of these animals will be allowed, with an additional one for each additional 2,400 square feet. Enclosures for these animals must be set back 40 feet from the property line and at least 100 feet from the dwelling of another.

In Cleveland, the nonresidential districts are less restrictive, with one chicken, duck, or rabbit per 400 square feet, one beehive per 1,000 square feet, and one goat, pig, or sheep per 14,400 square feet. This can allow for more intensive operations in less populated areas—and also opens the area to urban farms.

Hillsboro, Oregon, and El Cerrito, California, employ similar step systems. El Cerrito allows three hens as long as the property is at least 4,000 square feet (§7.08.020). Hillsboro allows three hens as long as the property is 7,000 square feet (§6.20.070). Both cities require at least 10,000 square feet to keep goats, but Hillsboro limits goats to two, and El Cerrito does not appear to limit them. El Cerrito, however, does require an administrative use permit to keep goats and allows for a conditional use permit to keep goats on a smaller parcel of land. El Cerrito requires a property of at least 5,000 square feet to keep one beehive. That beehive must be 20 feet from an adjacent dwelling and 10 feet from the property line. Hillsboro allows up to three beehives on any size residential property with a setback of 10 feet from the property line.

Vancouver, Washington, is an example of a less restrictive ordinance (§20.895.050). It allows up to three goats, if they weigh less than 100 pounds, on any size property. It also allows chickens, ducks, geese, or rabbits on any size lot with no numerical restriction. It does provide in the ordinance that the keeping of animals is subject to already existing nuisance requirements.

Roosters and Bucks

Most of these cities prohibit roosters and male goats (or bucks). Hillsboro prohibits roosters and uncastrated male goats with no exceptions. Seattle also prohibits roosters and uncastrated males but has an exception for nursing offspring that are less than 12 weeks old. Denver does the same but only until they are six weeks old. El Cerrito prohibits roosters but does not say anything about the gender of the goats it allows. And Cleveland has a more complicated system, in that it will allow roosters,

the license on those grounds (§205.04). The department also notifies neighbors about the license application and waits at least 21 days to hear back from them. The director can consider any evidence that the neighbors submit concerning nuisance, unsanitary, or unsafe conditions. To determine whether to grant the license, and any time after the license is granted, the department can inspect the property and enforce any penalties for violating sanitation or nuisance regulations.

Ellensburg, Washington, has an interesting ordinance in that it requires a license for dogs and cats, but does not require a license to keep up to two beehives and four hens (§§5.30.260 & 5.30.310). Seattle, likewise, requires a license for dogs, cats, pigs, and goats, but does not require one for chickens or bees (§9.25.050).

After restricting livestock to property with three acres or more, Pittsburgh amended its ordinance to allow chickens

Some cities require a permit or license . . .
[which] are relatively straightforward and do
not allow for much discretion on the part of the
official who issues it.

but only on property that is at least one acre in size with a 100-foot setback from the property line for the coop. Cleveland, like El Cerrito, does not say anything about goat gender.

Licensing

Some cities require a permit or license. Most of these permits are relatively straightforward and do not allow for much discretion on the part of the official who issues it. For instance, Denver requires a livestock or fowl permit to keep chickens or goats but requires no more than the provisions of the ordinance be met and a fee be paid to acquire the license. The city charges \$100 annually for a livestock permit and \$50 annually for a fowl permit.

Cleveland also requires a license. Its health department issues a two-year license to keep any type of livestock, including chickens and bees. In issuing the license the director of public health must consider evidence of "nuisance or conditions that are unsafe or unsanitary" and any "recorded violations" and may deny

and bees in 2011 (§912.07). It allows three hens and two beehives per 2,000 square feet on occupied, residentially zoned lots. It allows one more bird and hive for each additional 1,000 square feet. However, it requires the home owner to seek a special exception to keep livestock as an accessory use (§922.07). The special exception requires the zoning board of adjustment to hold a public hearing, to make findings of fact, and issue a written decision within 45 days of the hearing. This allows it to reevaluate and reweigh all of the concerns with raising chickens and bees in the city, even though the city council had already made the legislative determination and established criteria for when and where it was legal to do so. This puts a substantial burden on each home owner to fully argue the case before each iteration of the board. It also uses up considerable city resources.

COMMON AND LESS COMMON BEE PROVISIONS

Some cities never made keeping bees illegal, and do not regulate the practice.



ⓘ Chicago allows up to five bee colonies in a residential backyard without a permit (§17-17-0270.7).

Among cities that do regulate beekeeping, flyway barriers and a source of fresh water are common requirements. Flyway barriers force bees to fly up over the heads of people so that they do not establish flight paths through a neighbor's property or populated sidewalks, streets, or parks. Bees require water; if a beekeeper does not provide it, bees will frequently use a close source, like a neighbor's pool.

Concerning flyway barriers, Cleveland requires a fence or a dense hedge of at least six feet in height within five feet of the hive and extending at least two feet on either side. However, it does not require a flyway barrier if the hive is at least 25 feet from the property line or on a porch or balcony at least 10 feet from the ground. South Portland, Maine, has a similar flyway barrier standard, but requires it to extend at least 10 feet in each direction. And Carson City, Nevada, requires the flyway barrier to "surround" the hive on any side that is within 25 feet of a property line. Neither South Portland nor Carson City has exceptions for balcony or rooftop hives.

Concerning a water source, Ellensburg, Washington, requires "a consistent source of water . . . at the apiary when bees are

flying unless it occurs naturally. The water may be 'sweetened' with mineral salt or chlorine to enhance its attractiveness."

Cleveland requires a freshwater source to be maintained "throughout the day." And Carson City requires water only from April 1 to September 30.

As for less common provisions, Ellensburg, Washington, requires that all hives "consist of moveable frames and

combs." Cleveland prohibits Africanized bees. Africanized bees have only been found in a few southern states; beekeepers, moreover, do not seek to keep Africanized bees. Boise, Idaho, prohibits Africanized bees, as well as wasps and hornets (§11-09-11.03). This is peculiar; people do not keep wasps or hornets because they do not provide honey or pollination services. Boise and Carson City require a queen to be removed if the hive shows "unusually aggressive characteristics." And Carson City requires the new queen to be chosen from "stock bred for gentleness and non-swarming characteristics." Carson City only allows honey to be extracted "where there is no access by bees before, during, or after the extraction process." Carson City also requires any hive found to be diseased to be either "treated so as to completely eradicate the disease" or destroyed at the owner's expense. Finally, both Carson City and Ellensburg provide that abandoned hives are to be considered nuisances.

RECOMMENDATIONS

Of the ordinances discussed above, two stand out as potential models: Denver's and Seattle's. These ordinances show that the trend, over time, is to simplify regulations. Local governments seeking to regulate these practices should consider how much they are prepared to spend, in terms of resources, on licensing or monitoring these practices given the relatively small degree of actual nuisance they cause. Governments should also keep in mind that straightforward ordinances following developing norms will be easier to follow and easier to enforce.

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QUESTIONS?

HOW DOES YOUR COMMUNITY
REGULATE BACKYARD FARMS?

1

ZONING PRACTICE

AMERICAN PLANNING ASSOCIATION

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14-221

PORTERVILLE POLICE DEPARTMENT INTEROFFICE MEMO

May 7, 2014

TO: Chuck McMillan, Chief of Police
Dan Haynes

FROM: Dan Haynes, Captain, Services Division

SUBJECT: Rabies Control

[Handwritten signature and date 5-8-14]

During a meeting of the Porterville City Council on May 6, 2014, Council Members reviewed and discussed proposed revisions to the current Animal Control Ordinance of the City of Porterville. During the discussion, several questions arose regarding the need to require dogs to be licensed and the need to include rabies vaccinations as a requirement of the licensing process.

Subsequent research revealed that on February 6, 2014, the Director of the California Department of Public Health declared all 58 counties in California as endemic for rabies, which has been the case every year since 1987. When a rabies declaration is in effect, the licensing and vaccination requirements in question become mandates of the State of California and are referenced in California Health and Safety Code sections 121575-121710. Excerpts from said code and a copy of the declaration are attached for your review.

Section 121585 of the California Health and Safety Code says in part a "rabies area" shall mean any area not less than a county as determined by the director within a region where the existence of rabies constitutes a public health hazard, as found and declared by the director.

Section 121690 of the California Health and Safety Code say in part that in rabies areas, all of the following shall apply:

(a) Every dog owner, after his or her dog attains the age of four months, shall no less than once every two years secure a license for the dog as provided by ordinance of the responsible city, city and county, or county.

(b) Every dog owner, after his or her dog attains the age of three months or older, shall, at intervals of time not more often than once a year, as may be prescribed by the department, procure its vaccination by a licensed veterinarian with a canine antirabies vaccine approved by the department and administered according to the vaccine label, unless a licensed veterinarian determines, on an annual basis, that a rabies vaccination

ATTACHMENT 6

PORTERVILLE POLICE DEPARTMENT INTEROFFICE MEMO NO. 14-221

RABIES CONTROL

May7, 2014

Page 2

would endanger the dog's life due to disease or other considerations that the veterinarian can verify and document.

(g) In addition to the authority provided in subdivision (a), the ordinance of the responsible city, city and county, or county may provide for the issuance of a license for a period not to exceed three years for dogs that have attained the age of 12 months or older and have been vaccinated against rabies. The person to whom the license is issued pursuant to this subdivision may choose a license period as established by the licensing body of up to one, two, or three years. However, when issuing a license pursuant to this subdivision, the license period shall not extend beyond the remaining period of validity for the current rabies vaccination.

Additional references to the same topics can be found in sections 2602-2606.8 of the Title 17 of the California Code of Regulations. Excerpts from said code have been attach for your review.

Attachments: Attachment 1 (Excerpts from California Health and Safety Code)
Attachment 2 (2014 Declaration of Rabies Area)
Attachment 3 (Excerpts from Title 17, California Code of Regulations)
Attachment 4 (Excerpts from 2012 Rabies Control Activities Report)

Laws and Regulations Relating to

RABIES

Excerpts from the California Health and Safety Code
and the
California Code of Regulations



CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
DIVISION OF COMMUNICABLE DISEASE CONTROL
INFECTIOUS DISEASES BRANCH
VETERINARY PUBLIC HEALTH SECTION
1616 CAPITOL AVENUE, M/S 7308
P. O. BOX 997377
SACRAMENTO, CA 95899-7377
<http://www.cdph.ca.gov/HealthInfo/discond/Pages/rabies.aspx>

Please refer to <http://leginfo.legislature.ca.gov/> and
<http://www.calregs.com/>
for the most up to date information

Attachment 1

California Health and Safety Code

121575. "Rabies," as used in this chapter, includes rabies, and any other animal disease dangerous to human beings that may be declared by the department as coming under this chapter.

121580. "Quarantine," as used in this chapter, means the strict confinement, upon the private premises of the owner, under restraint by leash, closed cage, or paddock, of all animals specified in the order of the department.

121585. "Rabies area" shall mean any area not less than a county as determined by the director within a region where the existence of rabies constitutes a public health hazard, as found and declared by the director. A region shall be composed of two or more counties as determined by the director. The status of an area as a rabies area shall terminate at the end of one year from the date of the declaration unless, not earlier than two months prior to the end of the year, it is again declared to be a rabies area in the manner provided in this section. If however, the director at any time finds and declares that an area has ceased to be a rabies area its status shall terminate upon the date of the declaration.

(Added by Stats. 1957. Ch. 1781.)

121595. Whenever any case of rabies is reported as existing in any county or city, the department shall make, or cause to be made, a preliminary investigation as to whether the disease exists, and as to the probable area of the state in which the population or animals are endangered.

121600. If upon the investigation the department finds that rabies exists, a quarantine shall be declared against all animals as are designated in the quarantine order, and living within the area specified in the order.

121605. Following the order of quarantine the department shall make or cause to be made a thorough investigation as to the extent of the disease, the probable number of persons and animals exposed, and the area found to be involved.

121610. The department may substitute for the quarantine order regulations as may be deemed adequate for the control of the disease in each area.

121615. All peace officers and boards of health shall carry out the provisions of this chapter.

121620. During the period for which any quarantine order is in force any officer may kill or in his or her discretion capture and hold for further action by the department any animal in a quarantine area, found on public highways, lands, and streets, or not held in restraint on private premises as specified in this chapter.

121625. Any proper official within the meaning of this chapter may examine and enter upon all private premises for the enforcement of this chapter.

121630. Except as provided in Sections 121705 and 121710, every person who possesses or holds any animal in violation of the provisions of this chapter is guilty of an infraction, punishable by a fine not exceeding one thousand dollars (\$1,000).

(Amended by Stats. 1971, Ch. 1379 and Stats. 1984, Ch. 697.)

121635. For the purpose of providing funds to pay expenses incurred in connection with the eradication of rabies, the rabies treatment and eradication fund is continued in existence in each county or city in this state.

121640. All money collected for dog license taxes shall be deposited to the credit of this fund with the treasurer of the county or city; but funds now collected from any dog tax may continue to be collected and used for other purposes specified by local ordinances.

121645. Upon the determination by the department that rabies exists in any county or city, a special dog license tax shall immediately become effective, unless a dog tax is already in force the funds from which are available for the payment of expenditures in accordance with this chapter.

121650. This tax shall be levied as follows: An annual tax of one dollar and fifty cents (\$1.50) for each male, two dollars and fifty cents (\$2.50) for each female, and one dollar and fifty cents (\$1.50) for each neuter dog. It shall be collected by the proper authority at the same time and in the same manner as other taxes are collected; except that at the first collection the proportion of the annual tax as corresponds to the number of months the tax has been in operation plus one year advance payment shall be collected.

121655. After this dog license tax has been established in a county or city, it shall be continued in force until an order has been issued by the department declaring that county, or the portion of that county as may be deemed advisable, to be free from rabies or further danger of its spread.

121660. One half of all fines collected by any court or judge for violations of this chapter shall be placed to the credit of the rabies treatment and eradication fund of the county or city where the violation occurred.

121665. Whenever it becomes necessary in the judgment of the department, to enforce this chapter in any county or city, the department may institute special measures of control to supplement the efforts of the local authorities in any county or city whose duties are specified in this chapter.

121670. All expenditures incurred in enforcing the special measures shall be proper charges against the special fund referred to in this chapter, and shall be paid as they accrue by the proper authorities of each county or city where they have been incurred; but all expenditures that may be incurred after the issuance of the order establishing the tax and before the first collection of the tax, shall be paid as they accrue from the general fund of the county or city.

121675. All expenditures in excess of the balance of money in this fund shall likewise be paid as they accrue from the general fund. All money thus expended from the general fund shall be repaid from the special fund when the collections from the tax have provided the money.

121680. Notwithstanding any other provision of this chapter a guide dog serving a blind master shall not be quarantined, in the absence of evidence that he or she has been exposed to rabies, unless his or her master fails:

- (a) To keep him or her safely confined to the premises of the master.
 - (b) To keep him or her available for examination at all reasonable times.
- (Added by Stats. 1951, Ch. 1363.)

121685. Notwithstanding any other provision of this chapter, a dog used by any state, county, city, or city and county law enforcement agency shall not be quarantined after biting any person if the bite occurred while the dog was being used for any law enforcement purpose. The law enforcement agency shall make the dog available for examination at any reasonable time. The law enforcement agency shall notify the local health officer if the dog exhibits any abnormal behavior.

(Added by Stats. 1976, Ch. 913.)

121690. In rabies areas, all of the following shall apply:

(a) Every dog owner, after his or her dog attains the age of four months, shall no less than once every two years secure a license for the dog as provided by ordinance of the responsible city, city and county, or county. License fees shall be fixed by the responsible city, city and county, or county, at an amount not to exceed limitations otherwise prescribed by state law or city, city and county, or county charter.

(b) (1) Every dog owner, after his or her dog attains the age of three months or older, shall, at intervals of time not more often than once a year, as may be prescribed by the department, procure its vaccination by a licensed veterinarian with a canine antirabies vaccine approved by the department and administered according to the vaccine label, unless a licensed veterinarian determines, on an annual basis, that a rabies vaccination would endanger the dog's life due to disease or other considerations that the veterinarian can verify and document. The responsible city, county, or city and county may specify the means by which the dog owner is required to provide proof of his or her dog's rabies vaccination, including, but not limited to, by electronic transmission or facsimile.

(2) A request for an exemption from the requirements of this subdivision shall be submitted on an approved form developed by the department and shall include a signed statement by the veterinarian explaining the inadvisability of the vaccination and a signed statement by the dog owner affirming that the owner understands the consequences and accepts all liability associated with owning a dog that has not received the canine antirabies vaccine. The request shall be submitted to the local health officer, who may issue an exemption from the canine antirabies vaccine.

(3) The local health officer shall report exemptions issued pursuant to this subdivision to the department.

(4) A dog that is exempt from the vaccination requirements of this section shall be considered unvaccinated.

(5) A dog that is exempt from the vaccination requirements of this section shall, at the discretion of the local health officer or the officer's designee, be confined to the premises of the owner, keeper, or harborer and, when off the premises, shall be on a leash the length of which shall not exceed six feet and shall be under the direct physical control of an adult. A dog that is exempt from the provisions of this section shall not have contact with a dog or cat that is not currently vaccinated against rabies.

(c) All dogs under four months of age shall be confined to the premises of, or kept under physical restraint by, the owner, keeper, or harborer. Nothing in this chapter and Section 120435 shall be construed to prevent the sale or transportation of a puppy four months old or younger.

(d) A dog in violation of this chapter and any additional provisions that may be prescribed by a local governing body shall be impounded, as provided by local ordinance.

(e) The governing body of each city, city and county, or county shall maintain or provide for the maintenance of a pound system and a rabies control program for the purpose of carrying out and enforcing this section.

(f) (1) Each city, county, or city and county shall provide dog vaccination clinics, or arrange for dog vaccination at clinics operated by veterinary groups or associations, held at strategic locations throughout each city, city and county, or county. The vaccination and licensing procedures may be combined as a single operation in the clinics. No charge in excess of the actual cost shall be made for any one vaccination at a clinic. No owner of a dog shall be required to have his or her dog vaccinated at a public clinic if the owner elects to have the dog vaccinated by a licensed veterinarian of the owner's choice.

(2) All public clinics shall be required to operate under antiseptic immunization conditions comparable to those used in the vaccination of human beings.

(g) In addition to the authority provided in subdivision (a), the ordinance of the responsible city, city and county, or county may provide for the issuance of a license for a period not to exceed three years for dogs that have attained the age of 12 months or older and have been vaccinated against rabies or one year for dogs exempted from the vaccination requirement pursuant to subdivision (b). The person to whom the license is issued pursuant to this subdivision may choose a license period as established by the governing body of up to one, two, or three years. However, when issuing a license pursuant to this subdivision, the license period shall not extend beyond the remaining period of validity for the current rabies vaccination and, if a dog is exempted from the vaccination requirement pursuant to subdivision (b), the license period shall not extend beyond one year. A dog owner who complies with this subdivision shall be deemed to have complied with the requirements of subdivision (a).

(h) All information obtained from a dog owner by compliance with this chapter is confidential to the dog owner and proprietary to the veterinarian. This information shall not be used, distributed, or released for any purpose, except to ensure compliance with existing federal, state, county, or city laws or regulations.

(Amended by Stats. 2013, Ch. 582, Sec. 1. Effective January 1, 2014.)

121695. Nothing in this chapter and Section 120435 is intended or shall be construed to limit the power of any city, city and county, or county in its authority in the exercise of its police power or in the exercise of its power under any other provisions of law to enact

more stringent requirements, to regulate and control dogs within the boundaries of its jurisdiction.

(Added by Stats. 1957, Ch. 1781.)

121700. Rabies vaccines for animal use shall not be supplied to other than a veterinary biologic supply firm, a person licensed to practice veterinary medicine under Chapter 11 (commencing with Section 4800) of Division 2 of the Business and Professions Code, or a public agency.

(Added by Stats. 1965, Ch. 599.)

121705. Any person who willfully conceals information about the location or ownership of an animal subject to rabies, that has bitten or otherwise exposed a person to rabies, with the intent to prevent the quarantine or isolation of that animal by the local health officer is guilty of a misdemeanor.

Any person who violates this section is guilty of a misdemeanor.

(Added by Stats. 1984, Ch. 697.)

121710. Any person who, after notice, violates any order of a local health officer concerning the isolation or quarantine of an animal of a species subject to rabies, that has bitten or otherwise exposed a person to rabies or who, after that order, fails to produce the animal upon demand of the local health officer, is guilty of a misdemeanor, punishable by imprisonment in the county jail for a period not to exceed one year, or by fine of not less than one hundred dollars (\$100), nor more than one thousand dollars (\$1,000) per day of violation, or by both fine and imprisonment.

(Added by Stats. 1984, Ch. 697.)



RON CHAPMAN, MD, MPH
Director

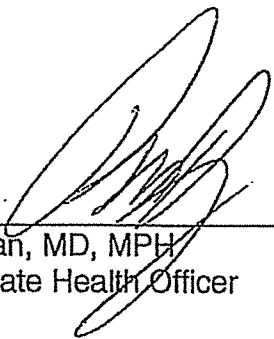
State of California—Health and Human Services Agency
California Department of Public Health



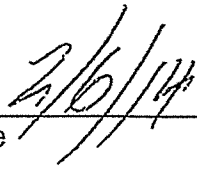
EDMUND G. BROWN JR.
Governor

DECLARATION OF RABIES AREAS

In accordance with the California Health and Safety Code, §121585 and 121690, the existence of rabies in the following California counties has been determined to constitute a public health hazard. This geographical block of fifty-eight (58) counties, which comprise the entire state of California, are: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, and Yuba. The California Department of Public Health hereby declares as a rabies area the block of fifty-eight (58) counties mentioned above, effective January 1, 2014.



Ron Chapman, MD, MPH
Director & State Health Officer



Date

Attachment 2

Title 17, California Code of Regulations

2606. Rabies, Animal.

(a) Reporting. Any person having knowledge of the whereabouts of an animal known to have or suspected of having rabies shall report the facts immediately to the local health officer. The health officer shall likewise be notified of any person or animal bitten by a rabid or suspected rabid animal.

In those areas declared by the Director of the State Department of Health Services to be rabies areas (See Section 121585, California Health and Safety Code) the local health officer shall be notified when any person is bitten by an animal of a species subject to rabies, whether or not the animal is suspected of having rabies.

(b) Isolation. Any rabid animal, clinically suspected rabid animal, or biting animal shall be isolated in strict confinement as follows:

(1) Isolation of Rabid Animals or Clinically Suspected Rabid Animals. Any rabid animal or clinically suspected rabid animal shall be isolated in strict confinement under proper care and under the observation of a licensed veterinarian, in a pound, veterinary hospital, or other adequate facility in a manner approved by the local health officer, except where such responsibility has been delegated to a comparable officer by the governing body, and shall not be killed or released for at least 10 days after the onset of symptoms suggestive of rabies, with the exception that such animals may be sacrificed with permission of the local health officer for the purpose of laboratory examination for rabies using the fluorescent rabies antibody (FRA) test in an approved public health laboratory.

(2) Isolation of Biting Animals. At the discretion of the local health officer any animal which bites or otherwise exposes a person shall be isolated in strict confinement in a place and manner approved by the local health officer and observed for at least 14 days (dogs and cats 10 days) after the day of infliction of the bite, with the exception that the following alternative to the 10 day isolation of dogs and cats is permitted -- dogs or cats which have been isolated in strict confinement under proper care and under observation of a licensed veterinarian, in a pound, veterinary hospital, or other adequate facility in a manner approved by the local health officer, may be released from isolation by the local health officer after five days of veterinary observation if upon conducting a thorough physical examination on the fifth day or more after infliction of the bite, the observing veterinarian certifies that there are no clinical signs or symptoms of any disease. Notwithstanding the foregoing provisions, a local health officer may authorize, with permission of the owner and other legal restrictions permitting, the euthanasia of a biting animal for the purpose of laboratory examination for rabies using the fluorescent rabies antibody (FRA) test in an approved public health laboratory.

(3) Isolation of Biting Animals in Officially Declared Rabies Areas. In officially declared rabies areas (see Section 121585, California Health and Safety Code) the isolation described in paragraph (2) above shall be mandatory for any animal of a species subject to rabies that has bitten or otherwise exposed a person, with the exception of rodents (members of the order Rodentia) and rabbits and hares (members of the order Lagomorpha).

(4) Laboratory Examination of Rabid Animals, Clinically Suspected Rabid Animals or Biting Animals Which Die or Have Been Killed. If any rabid animal, clinically suspected rabid animal or biting animal dies or has been killed, adequate specimens shall be obtained and examined in a public health laboratory approved by

the department. No person shall destroy or allow to be destroyed the brain of an animal of a species subject to rabies that has bitten or otherwise exposed a person before the destruction of such brain has been authorized by the local health department; provided, however, that the provisions of this paragraph (4) shall not apply to rodents (members of the order Rodentia) and rabbits or hares (members of the order Lagomorpha).

(c) Animal Contacts. Any animal of a species subject to rabies which has been bitten by a known rabid or suspected rabid animal or has been in intimate contact with a rabid or suspected rabid animal shall be quarantined in a place and manner approved by the local health officer, except where such responsibility has been delegated to a comparable officer by the local governing body, for a period of six months or destroyed, with the exception that the following alternatives are permitted in the case of dogs and cats as follows:

(1) If a dog over one year of age has been vaccinated against rabies within 36 months but not less than 30 days with a rabies vaccine of a type approved by the Department for a maximum immunity duration of at least 36 months, the dog may be revaccinated immediately (within 48 hours) in a manner prescribed by the Department and quarantined in a place and manner approved by the local health officer for a period of 30 days following revaccination.

(2) If a dog under one year of age has been vaccinated against rabies within 12 months but not less than 30 days with a rabies vaccine of a type approved by the Department, the dog may be revaccinated immediately (within 48 hours) in a manner prescribed by the Department and quarantined in a place and a manner approved by the local health officer for a period of 30 days.

(3) If a cat has been vaccinated within one year but not less than 30 days with an annual type feline rabies vaccine or if a cat has been vaccinated under one year of age with a 36-month type of feline rabies vaccine within 12 months but not less than 30 days, the cat may be revaccinated immediately (within 48 hours) in a manner prescribed by the Department and quarantined in a place and manner approved by the local health officer for a period of 30 days following revaccination.

(4) If a cat over one year of age has been vaccinated against rabies and has been vaccinated within 36 months and more than 30 days with a 36-month type feline rabies vaccine, the cat may be revaccinated immediately (within 48 hours) in a manner prescribed by the Department and quarantined in a place and manner approved by a local health officer for a 30-day period following revaccination.

NOTE

Authority cited: Sections 100275, 121610 and 120130, Health and Safety Code.
Reference: Sections 121580, 121600, 121610, 121620 and 120130, Health and Safety Code.

HISTORY

1. Amendment filed 5-5-71; effective thirtieth day thereafter (Register 71, No.19). For prior history see Register 65, No. 8.

2. Amendment of subsection (c) filed 5-20-77; effective thirtieth day thereafter (Register 77, No. 21).

3. Amendment filed 1-27-86; effective thirtieth day thereafter (Register 86, No. 5).

2606.2. Rabies Quarantine.

If rabies is known to exist within an area, the local health officer may establish a rabies quarantine and shall define the boundaries of the quarantine area and specify the animals subject to quarantine, and all such animals within the quarantined area shall be kept in strict confinement upon the private premises of the owner, keeper or harborer at all times until the quarantine is terminated by the local health officer.

NOTE

Authority cited: Sections 100110, 100275, 121575-121710 and 120435 Health and Safety Code.

HISTORY

1. New section filed 12-19-57; effective thirtieth day thereafter (Register 57, No. 22).
2. Amendment filed 5-5-71; effective thirtieth day thereafter (Register 71, No.19).

2606.4. Officially Declared Rabies Areas.

(a) **Administration and Enforcement.** For purposes of administration and enforcement of Section 121690, California Health and Safety Code, in officially declared rabies areas, the following shall apply:

(1) **Licensing and Vaccination Procedure.** The vaccination of dogs four months of age or older as required by subdivision (b), Section 121690, California Health and Safety Code, shall be held a requisite to licensing as required under subdivision (a) therein. Completion of the licensing procedure consists of issuance of a license tag or a vaccination tag bearing the license data and shall be carried out only after presentation of a current valid official vaccination certificate. Current copies of the Compendium of Canine Rabies Vaccines approved by the Department, together with the maximum immunity duration periods prescribed by the Department for each type product, are available upon request from the Veterinary Public Health Unit, Infectious Disease Section, California Department of Health Services, 2151 Berkeley Way, Berkeley, California, 94704, telephone (415) 540-2391.

(2) **Vaccination Certificates.** Official vaccination certificates must show:

- (A) the name, address and telephone number of the dog's owner;
- (B) the description of the dog, including breed, color, age, and sex;
- (C) the date of immunization;
- (D) the type of rabies vaccine administered;
- (E) the name of the manufacturer; and
- (F) the lot number of the vaccine used.

Such certificates shall bear the signature of the veterinarian administering the vaccine or a signature authorized by him, and in addition such certificate shall be stamped, printed, or typed with his name, address and telephone number for legibility, with the exception that at dog vaccination clinics conducted pursuant to Section 121690(f) of the Health and Safety Code, vaccination certificates approved by the local health officer may be used provided that the specific clinic is identified upon the vaccination certificate and records are maintained containing the information specified under items (E) and (F) above.

(3) **Interval Permitted for Procurement of License.** The vaccination of dogs four months of age against rabies as required under subdivision (b), Section 121690, California Health and Safety Code, and the license required by subdivision (a) of said

section shall be procured not later than 30 days after the dog attains the age of four months. The license renewal shall be procured not later than 60 days after expiration of the previously issued license.

(4) Rabies Control Activities Reporting. During such time as a county is under official declaration as a rabies area, each local official responsible for the various phases of local dog or rabies control within each city, county and city or cities, or county shall make quarterly rabies control activities reports to and on forms furnished by the Department. Such reports shall be submitted to the Department by the local officials responsible for the various phases of local dog or rabies control through the local health officer so as to reach the Department not later than 30 days following each quarter.

(b) Vaccination of Dogs Against Rabies. Dogs shall be considered to be properly vaccinated for the purposes of Section 121690, California Health and Safety Code, when injected at four months of age or older with an approved canine rabies vaccine and revaccinated in accordance with the following conditions:

(1) Primary Immunization. Primary immunization shall be defined as the initial inoculation of an approved canine rabies vaccine administered to young dogs between the ages of 4 to 12 months.

(2) Minimum Age for Rabies Vaccination. The minimum age for which rabies immunization of dogs shall be accepted for purposes of dog-owner compliance with requirements for rabies vaccination and for purposes of issuance of dog licenses (See Section 2606.4(a)(1)) is 4 months.

(3) Revaccination Intervals. Dogs shall be revaccinated one year (12 months) after the primary immunization with an approved type of rabies vaccine. Dogs receiving vaccination after primary immunization or any dog receiving its initial rabies vaccination over 12 months of age shall be revaccinated thereafter at least once every three years (36 months) with an approved type rabies vaccine.

(c) Issuance of Dog Licenses. In no instances shall a dog license be issued for a period beyond the date upon which revaccination is due except, following primary immunization in a local jurisdiction which is on a fixed one-year licensing period, a license may be issued for a period beyond the revaccination date if early revaccination cannot be required in accordance with subdivision (d).

(d) Notwithstanding the rabies revaccination intervals specified in Section 2606.4(b)(3) above, local authorities may require revaccination prior to issuance of a license provided that revaccination against rabies in no instance shall be required sooner than one year (12 months) following a primary immunization or sooner than 2 years (24 months) following a vaccination of dogs vaccinated over one year (12 months) of age.

NOTE

Authority cited: Sections 100275 and 121610, Health and Safety Code. Reference: Sections 121610 and 121690, Health and Safety Code.

HISTORY

1. New section filed 12-19-57; effective thirtieth day thereafter (Register 57, No. 22).
2. Amendment filed 5-5-71; effective thirtieth day thereafter (Register 71, No. 19).
3. Amendment filed 5-20-77; effective thirtieth day thereafter (Register 77, No. 21).
4. Amendment filed 1-27-86; effective thirtieth day thereafter (Register 86, No. 5).

2606.6. Importation of Dogs.

All dogs four months of age or older imported into this State for any purpose shall be accompanied by a certificate issued by a licensed veterinarian, stating that the dog or dogs have been vaccinated against rabies within 30 months of the date of importation of the dogs vaccinated over 12 months of age or within 12 months for dogs vaccinated under 12 months of age with a canine rabies vaccine of a type approved by the Department for an immunity duration of at least 36 months.

NOTE

Authority cited: Sections 100275 and 121610, Health and Safety Code. Reference: Sections 121610 and 121690(b), Health and Safety Code.

HISTORY

1. New section filed 12-19-57; effective thirtieth day thereafter (Register 57, No. 22).
2. Amendment filed 5-5-71; effective thirtieth day thereafter (Register 71, No. 19).
3. Amendment filed 5-20-77; effective thirtieth day thereafter (Register 77, No. 21).
4. Amendment filed 1-27-86; effective thirtieth day thereafter (Register 86, No. 5).

2606.8. Skunk Rabies.

(a) Due to the presence of rabies in skunks in California and in many other states, and the resultant hazard to the public health of rabies developing in skunks kept as pets, no person shall:

- (1) trap or capture skunks for pets,
- (2) trap, capture or hold skunks in captivity for sale, barter, exchange or gift,
- (3) transport skunks from or into the state except as provided under (b) below.

(b) The importation of skunks into California or the exportation of skunks from the State is prohibited except by permit from the California Department of Health Services to a recognized zoological garden or a research institution.

NOTE

Authority cited: Sections 100275, and 121610, Health and Safety Code. References: Section 121610, Health and Safety Code.

HISTORY

1. New section filed 10-1-62; effective thirtieth day thereafter (Register 62, No. 21).
2. Amendment filed 1-27-86; effective thirtieth day thereafter (Register 86, No. 5).



RON CHAPMAN, MD, MPH
Director & State Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



EDMUND G. BROWN JR.
Governor

**Local Rabies Control Activities
2012 Annual Report**

Every year since 1987, the Director of the California Department of Public Health (CDPH) has declared all 58 counties in California as endemic for rabies, requiring each county to maintain a rabies control program per the California Health & Safety Code (§121690(e)). In 2012, approximately 350 city and county agencies in California conducted mandated rabies control activities, including issuing licenses to domestic dogs, providing “actual cost” public rabies vaccination clinics, and enforcing quarantine of animals following a reported bite incident. This report summarizes local rabies control activity data reported to CDPH for the year 2012.

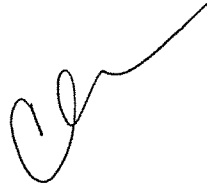
Attachment 4

14-237

PORTERVILLE POLICE DEPARTMENT INTEROFFICE MEMO

May 15, 2014

TO: John Lollis, City Manager
FROM: Chuck McMillan, Chief of Police



SUBJECT: History of Rabies/Dog Bites/Licensing

At the May 6th City Council Meeting, it was asked of staff to provide some historical information regarding rabies cases. Personnel have been in contact with Tulare County Health and Human Services to obtain certain data as their department maintains public safety data related to rabies cases.

We obtained the following information. Prior to 2007, the agency cannot provide information related to rabies cases for Tulare County.

2007	1 case of rabies
2008	No cases documented
2009	2 cases of rabies
2010	2 cases of rabies
2011	8 cases of rabies, including 1 in Porterville
2012	2 cases of rabies
2013	3 cases of rabies

As you can see, for the prior seven years, Porterville has one documented case involving rabies.

As a point of reference related to dog bite cases, our department documented the following cases for the past three years.

2011	81 dog bite cases, 22 of those cases were Pit Bull breeds
2012	73 dog bite cases, 10 of those cases were Pit Bull breeds
2013	82 dog bite cases, 34 of those cases were Pit Bull breeds

As for licenses issued from our Animal Control Facility, the following depicts annual licenses issued:

2011	393 licenses issued
2012	450 licenses issued
2013	471 licenses issued
2014	222 to date

ATTACHMENT 7

PORTERVILLE POLICE DEPARTMENT INTEROFFICE MEMO/14-237

HISTORY OF RABIES/DOG BITES/LICENSING

May 15, 2014

Page 2 of 2

I hope this information, along with Memorandum 14-221 drafted by Captain Haynes regarding the State Mandated rabies control concerning rabies vaccinations for local jurisdictions, will be of help to consider the adoption of the proposed Animal Control Ordinance.



CITY COUNCIL AGENDA – MAY 5, 2015

SUBJECT: Governor's Executive Order for Statewide Mandatory Water Reductions, Consideration of Adoption of Resolution for Declaration of Local Emergency, and Reconsideration of Provision of Water to East Porterville Residents

SOURCE: City Manager's Office

COMMENT: As was previously reported to the City Council, on Wednesday, April 1, 2015, Governor Brown issued Executive Order B-29-15, 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 is 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 Wednesday, April 8, 2015, the State Water Resources Control Board released its Proposed Regulatory Framework for implementation of the Governor's statewide mandatory 25% reduction in potable urban water usage. The Board's Proposed Regulatory Framework mandates separate reporting requirements for large water suppliers (at least 3,000 service connections) and small water suppliers, with large suppliers required to provide monthly reports and small suppliers required to provide a single summary report. The Board has proposed to establish June 2013 to February 2014 as the nine (9) month comparison window to evaluate compliance with the mandated conservation measures, and the establishment of tiers for large suppliers based upon average gallons per capita per day (gpcd) calculations for the months of July through September 2014, toward achieving an overall statewide 25% conservation rate. Initially proposed as four (4) tiers, there are currently eight (8) tiers proposed, which are as follows: Tier 1 (under 65 gpcd – 8% conservation); Tier 2 (65-80 gpcd – 12% conservation); Tier 3 (80-95 gpcd – 16% conservation); Tier 4 (95-110 gpcd – 20% conservation); Tier 5 (110-130 gpcd – 24% conservation); Tier 6 (130-170 gpcd – 28% conservation); Tier 7 (170-215 – 32% conservation); and Tier 8 (over 215 gpcd – 36% conservation). The city of Porterville is in Tier 7 (182 gpcd - 32% conservation), as most central valley cities are in either Tier 7 (32%) or Tier 8 (36%) conservation mandates. The Board will consider adoption of the Proposed Regulatory Framework at its meeting on May 5, 2015.

At the City Council's last meeting on April 21st, a representative from the State Water Resources Control Board-Division of Drinking Water was in attendance to address the Council in regards to the E. Vandalia Avenue water extension/connection project, a project of which \$500,000 in drought-relief funding had apparently been made available, but no progress had been made in several months. It was reported at the meeting by County OES representatives that at least five (5) residences along E. Vandalia Avenue had wells that were now dry, but were not eligible for the County's Household Tank Program given that the residences were within city limits. In speaking with both County OES and PACC representatives, it seems the best way forward is for city residents on E. Vandalia Avenue to receive a PACC tank for weekly water delivery while the funding for the permanent extension/connection project is executed between the City and the State. Should the City Council adopt a Resolution of Declaration of Local Emergency, the City would be eligible for 75% reimbursement of eligible drought-related activities, and a recognized nonprofit organization could receive 100% reimbursement for eligible activities. A draft Resolution has been prepared for the City Council's consideration.

Also at its last meeting on April 21st, the City Council again considered the Tulare Operational Area Task Request received on January 20th from the County pursuant to Mutual Aid Agreement. The Task Request was for the City to provide water for purchase to fill 1,500- and 2,500-gallon tanks for the next twelve (12) months in East Porterville, referred to as the County Household Tank Program. Both the Council and staff had previously expressed significant concerns relative to the provision of water for the County Household Tank Program without the commitment of a new water source to compensate for the anticipated impact to the City's water system. At the meeting, it was reported by County OES representatives that California Department of Water Resources was considering the commitment to full-funding of a new well, but the specifics of the funding agreement were still being determined. Given the lack of specificity to the funding agreement for a new water source, as well as a recently completed local water supply study that indicated the City should be very cautious in the extension of water beyond city residents, the Council took action to not allow the County to purchase water from the City until a new water source was connected to the City's water distribution system.

On Wednesday, April 29th, Mayor Stowe was contacted by an Administrator for CalOES, requesting that the City Council reconsider its decision to not allow the purchase of water. The request was to allow the County to purchase water for the next thirty (30) days for the approximate tanks that are currently in place, as well as allow for a limited number of new tanks, while the County attempts to secure additional water sources. As a member of the prevailing majority in the City Council's action, Mayor Stowe has requested that the Council reconsider its action.

Given the request to provide water for purchase by the County was by Mutual Aid Agreement, instead of a separate formal written agreement, the City may unilaterally establish its conditions in making water available for purchase, should the Council act to amend its action.

Conditions the City should consider to establish might include:

1. County only shall withdraw water from designated metered hydrants;
2. County shall only provide water to residences within the City's recognized Urban Area Boundary (UAB);
3. County shall not use City water for commercial or other non-residential purposes; and
4. County shall instruct and enforce that water recipients must comply with State Water Resources Control Board regulations and restrictions.

RECOMMENDATION: That the City Council:

1. Consider adoption of a Resolution of Declaration of Local Emergency; and
2. Consider Mayor Stowe's request to reconsider the County's request to purchase potable water for East Porterville residents.

ATTACHMENTS: 1. Govenor Executive Order

 2. SWRCB Regulatory Fact Sheet

 3. SWRCB Water Supplier Tiers

 4. Draft Resolution of Declaration of Local Emergency

 5. Drought Mutual Aid Request

 6. CalOES Drought Update

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Executive Department
State of California

EXECUTIVE ORDER B-29-15

WHEREAS on January 17, 2014, I proclaimed a State of Emergency to exist throughout the State of California due to severe drought conditions; and

WHEREAS on April 25, 2014, I proclaimed a Continued State of Emergency to exist throughout the State of California due to the ongoing drought; and

WHEREAS California's water supplies continue to be severely depleted despite a limited amount of rain and snowfall this winter, with record low snowpack in the Sierra Nevada mountains, decreased water levels in most of California's reservoirs, reduced flows in the state's rivers and shrinking supplies in underground water basins; and

WHEREAS the severe drought conditions continue to present urgent challenges including: drinking water shortages in communities across the state, diminished water for agricultural production, degraded habitat for many fish and wildlife species, increased wildfire risk, and the threat of saltwater contamination to fresh water supplies in the Sacramento-San Joaquin Bay Delta; and

WHEREAS a distinct possibility exists that the current drought will stretch into a fifth straight year in 2016 and beyond; and

WHEREAS new expedited actions are needed to reduce the harmful impacts from water shortages and other impacts of the drought; and

WHEREAS the magnitude of the severe drought conditions continues to present threats beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to combat; and

WHEREAS under the provisions of section 8558(b) of the Government Code, I find that conditions of extreme peril to the safety of persons and property continue to exist in California due to water shortage and drought conditions with which local authority is unable to cope; and

WHEREAS under the provisions of section 8571 of the California Government Code, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of the drought.

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, in particular Government Code sections 8567 and 8571 of the California Government Code, do hereby issue this Executive Order, effective immediately.



IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my January 17, 2014 Proclamation, my April 25, 2014 Proclamation, and Executive Orders B-26-14 and B-28-14 remain in full force and effect except as modified herein.

SAVE WATER

2. The State Water Resources Control Board (Water Board) shall impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016. These restrictions will require water suppliers to California's cities and towns to reduce usage as compared to the amount used in 2013. These restrictions should consider the relative per capita water usage of each water suppliers' service area, and require that those areas with high per capita use achieve proportionally greater reductions than those with low use. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.
3. The Department of Water Resources (the Department) shall lead a statewide initiative, in partnership with local agencies, to collectively replace 50 million square feet of lawns and ornamental turf with drought tolerant landscapes. The Department shall provide funding to allow for lawn replacement programs in underserved communities, which will complement local programs already underway across the state.
4. The California Energy Commission, jointly with the Department and the Water Board, shall implement a time-limited statewide appliance rebate program to provide monetary incentives for the replacement of inefficient household devices.
5. The Water Board shall impose restrictions to require that commercial, industrial, and institutional properties, such as campuses, golf courses, and cemeteries, immediately implement water efficiency measures to reduce potable water usage in an amount consistent with the reduction targets mandated by Directive 2 of this Executive Order.
6. The Water Board shall prohibit irrigation with potable water of ornamental turf on public street medians.
7. The Water Board shall prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or microspray systems.

8. The Water Board shall direct urban water suppliers to develop rate structures and other pricing mechanisms, including but not limited to surcharges, fees, and penalties, to maximize water conservation consistent with statewide water restrictions. The Water Board is directed to adopt emergency regulations, as it deems necessary, pursuant to Water Code section 1058.5 to implement this directive. 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. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.

INCREASE ENFORCEMENT AGAINST WATER WASTE

9. The Water Board shall require urban water suppliers to provide monthly information on water usage, conservation, and enforcement on a permanent basis.
10. The Water Board shall require frequent reporting of water diversion and use by water right holders, conduct inspections to determine whether illegal diversions or wasteful and unreasonable use of water are occurring, and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. Pursuant to Government Code sections 8570 and 8627, the Water Board is granted authority to inspect property or diversion facilities to ascertain compliance with water rights laws and regulations where there is cause to believe such laws and regulations have been violated. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
11. The Department shall update the State Model Water Efficient Landscape Ordinance through expedited regulation. This updated Ordinance shall increase water efficiency standards for new and existing landscapes through more efficient irrigation systems, greywater usage, onsite storm water capture, and by limiting the portion of landscapes that can be covered in turf. It will also require reporting on the implementation and enforcement of local ordinances, with required reports due by December 31, 2015. The Department shall provide information on local compliance to the Water Board, which shall consider adopting regulations or taking appropriate enforcement actions to promote compliance. The Department shall provide technical assistance and give priority in grant funding to public agencies for actions necessary to comply with local ordinances.
12. Agricultural water suppliers that supply water to more than 25,000 acres shall include in their required 2015 Agricultural Water Management Plans a detailed drought management plan that describes the actions and measures the supplier will take to manage water demand during drought. The Department shall require those plans to include quantification of water supplies and demands for 2013, 2014, and 2015 to the extent data is available. The Department will provide technical assistance to water suppliers in preparing the plans.

13. Agricultural water suppliers that supply water to 10,000 to 25,000 acres of irrigated lands shall develop Agricultural Water Management Plans and submit the plans to the Department by July 1, 2016. These plans shall include a detailed drought management plan and quantification of water supplies and demands in 2013, 2014, and 2015, to the extent that data is available. The Department shall give priority in grant funding to agricultural water suppliers that supply water to 10,000 to 25,000 acres of land for development and implementation of Agricultural Water Management Plans.
14. The Department shall report to Water Board on the status of the Agricultural Water Management Plan submittals within one month of receipt of those reports.
15. Local water agencies in high and medium priority groundwater basins shall immediately implement all requirements of the California Statewide Groundwater Elevation Monitoring Program pursuant to Water Code section 10933. The Department shall refer noncompliant local water agencies within high and medium priority groundwater basins to the Water Board by December 31, 2015, which shall consider adopting regulations or taking appropriate enforcement to promote compliance.
16. The California Energy Commission shall adopt emergency regulations establishing standards that improve the efficiency of water appliances, including toilets, urinals, and faucets available for sale and installation in new and existing buildings.

INVEST IN NEW TECHNOLOGIES

17. The California Energy Commission, jointly with the Department and the Water Board, shall implement a Water Energy Technology (WET) program to deploy innovative water management technologies for businesses, residents, industries, and agriculture. This program will achieve water and energy savings and greenhouse gas reductions by accelerating use of cutting-edge technologies such as renewable energy-powered desalination, integrated on-site reuse systems, water-use monitoring software, irrigation system timing and precision technology, and on-farm precision technology.

STREAMLINE GOVERNMENT RESPONSE

18. The Office of Emergency Services and the Department of Housing and Community Development shall work jointly with counties to provide temporary assistance for persons moving from housing units due to a lack of potable water who are served by a private well or water utility with less than 15 connections, and where all reasonable attempts to find a potable water source have been exhausted.
19. State permitting agencies shall prioritize review and approval of water infrastructure projects and programs that increase local water supplies, including water recycling facilities, reservoir improvement projects, surface water treatment plants, desalination plants, stormwater capture, and greywater systems. Agencies shall report to the Governor's Office on applications that have been pending for longer than 90 days.

20. The Department shall take actions required to plan and, if necessary, implement Emergency Drought Salinity Barriers in coordination and consultation with the Water Board and the Department of Fish and Wildlife at locations within the Sacramento - San Joaquin delta estuary. These barriers will be designed to conserve water for use later in the year to meet state and federal Endangered Species Act requirements, preserve to the extent possible water quality in the Delta, and retain water supply for essential human health and safety uses in 2015 and in the future.
21. The Water Board and the Department of Fish and Wildlife shall immediately consider any necessary regulatory approvals for the purpose of installation of the Emergency Drought Salinity Barriers.
22. The Department shall immediately consider voluntary crop idling water transfer and water exchange proposals of one year or less in duration that are initiated by local public agencies and approved in 2015 by the Department subject to the criteria set forth in Water Code section 1810.
23. The Water Board will 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. As the Department of Public Health's drinking water program was transferred to the Water Board, any reference to the Department of Public Health in any prior Proclamation or Executive Order listed in Paragraph 1 is deemed to refer to the Water Board.
24. The California Department of Forestry and Fire Protection shall launch a public information campaign to educate the public on actions they can take to help to prevent wildfires including the proper treatment of dead and dying trees. Pursuant to Government Code section 8645, \$1.2 million from the State Responsibility Area Fire Prevention Fund (Fund 3063) shall be allocated to the California Department of Forestry and Fire Protection to carry out this directive.
25. The Energy Commission shall expedite the processing of all applications or petitions for amendments to power plant certifications issued by the Energy Commission for the purpose of securing alternate water supply necessary for continued power plant operation. Title 20, section 1769 of the California Code of Regulations is hereby waived for any such petition, and the Energy Commission is authorized to create and implement an alternative process to consider such petitions. This process may delegate amendment approval authority, as appropriate, to the Energy Commission Executive Director. The Energy Commission shall give timely notice to all relevant local, regional, and state agencies of any petition subject to this directive, and shall post on its website any such petition.

26. For purposes of carrying out directives 2–9, 11, 16–17, 20–23, and 25, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are hereby suspended. This suspension applies 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. This suspension, and those specified in paragraph 9 of the January 17, 2014 Proclamation, paragraph 19 of the April 25, 2014 proclamation, and paragraph 4 of Executive Order B-26-14, shall remain in effect until May 31, 2016. Drought relief actions taken pursuant to these paragraphs that are started prior to May 31, 2016, but not completed, shall not be subject to Division 13 (commencing with section 21000) of the Public Resources Code for the time required to complete them.
27. For purposes of carrying out directives 20 and 21, section 13247 and Chapter 3 of Part 3 (commencing with section 85225) of the Water Code are suspended.
28. For actions called for in this proclamation in directive 20, the Department shall exercise any authority vested in the Central Valley Flood Protection Board, as codified in Water Code section 8521, et seq., that is necessary to enable these urgent actions to be taken more quickly than otherwise possible. The Director of the Department of Water Resources is specifically authorized, on behalf of the State of California, to request that the Secretary of the Army, on the recommendation of the Chief of Engineers of the Army Corps of Engineers, grant any permission required pursuant to section 14 of the Rivers and Harbors Act of 1899 and codified in section 48 of title 33 of the United States Code.
29. The Department is directed to enter into agreements with landowners for the purposes of planning and installation of the Emergency Drought Barriers in 2015 to the extent necessary to accommodate access to barrier locations, land-side and water-side construction, and materials staging in proximity to barrier locations. Where the Department is unable to reach an agreement with landowners, the Department may exercise the full authority of Government Code section 8572.
30. For purposes of this Executive Order, chapter 3.5 (commencing with section 11340) of part 1 of division 3 of the Government Code and chapter 5 (commencing with section 25400) of division 15 of the Public Resources Code are suspended for the development and adoption of regulations or guidelines needed to carry out the provisions in this Order. Any entity issuing regulations or guidelines pursuant to this directive shall conduct a public meeting on the regulations and guidelines prior to adopting them.

31. In order to ensure that equipment and services necessary for drought response can be procured quickly, 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, are hereby suspended for directives 17, 20, and 24. Approval by the Department of Finance is required prior to the execution of any contract entered into pursuant to these directives.

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 to 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 1st day of April 2015.

EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State



Fact Sheet

NOTICE OF PROPOSED EMERGENCY REGULATION *IMPLEMENTING THE 25% CONSERVATION STANDARD*

On April 1, 2015, Governor Jerry Brown issued the fourth in a series of Executive Orders on actions necessary to address California's severe drought conditions. With snowpack water content at a record low level of 5 percent of average for April 1st, major reservoir storage shrinking each day as a percentage of their daily average measured over the last several decades, and groundwater levels continuing to decline, urgent action is needed. The April 1 Executive Order requires, for the first time in the State's history, mandatory conservation of potable urban water use. Commercial agriculture in many parts of the State has already been notified of severe cutbacks in water supply contracted through the State and Federal Water Projects and is bracing for curtailments of surface water rights in the near-term. Conserving water more seriously now will forestall even more catastrophic impacts if it does not rain next year.

Stakeholder Involvement

To maximize input in a short amount of time, the State Water Board released a proposed regulatory framework for implementing the 25% conservation standard on April 7, 2015 for public input. Over 250 comments were submitted by water suppliers, local government, businesses, individuals, and non-governmental organizations. Draft regulations that considered this input were released on April 18 for informal public comment. Almost 300 comments were received that addressed the methodology for the assignment of conservation standards, the availability of exclusions or adjustments under defined conditions, how to approach the commercial, industrial and institutional (CII) sector, the requirements for smaller water suppliers, and the approach to enforcement. A Notice of Proposed Emergency Regulations, which considers this input and initiates the formal emergency rulemaking process, was released on April 28, 2015. If approved, water savings amounting to approximately 1.3 million acre-feet of water, or nearly as much water as is currently in Lake Oroville, will be realized over the next nine months.

What's Next

The Notice of Proposed Emergency Rulemaking begins a formal comment period that will conclude just prior to the State Water Board's consideration of adoption of the proposed emergency regulation at its May 5-6, 2015 meeting. The formal comment period will conclude on May 4, 2015 at 10:00am. All comments will be immediately provided to the Board Members and posted on the State Water Board's webpage at:

http://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/emergency_mandatory_regulations.shtml



During this formal notice period, all **comments must be received by 10:00am on Monday May 4, 2015** and submitted either electronically to: commentletters@waterboards.ca.gov or in writing to the address in the Notice. All comments should indicate on the subject line: "Comment Letter – Emergency Conservation Regulation."

Proposed Emergency Regulation - Key Provisions

Conservation Standard for Urban Water Suppliers

As drought conditions continue, all water suppliers will need to do more to meet the statewide 25% conservation standard. Since the State Water Board adopted its initial emergency urban conservation regulation in July 2014, statewide conservation has reached 9%. Everyone must do more, but the greatest opportunities to meet the statewide 25% conservation standard exist in those areas with higher water use. Often, but not always, these water suppliers are located in areas where the majority of the water use is directed at outdoor irrigation due to lot size, climate and other factors. As temperatures are forecast to climb to above average for the summer months, it will become even more important to take aggressive actions to reduce outdoor water use. The emergency regulation establishes tiers of required water reductions that emphasize the opportunities to reduce outdoor water use.

Many comments spoke to the question of fairness and equity in the construction of the tiers in earlier drafts of the regulation. Concerns were raised about accounting for factors that influence water use, such as past conservation, climate, lot size, density, and income. Ultimately, the tier structure proposed on April 18, 2015 was maintained as the best way to achieve the 25% water reduction called for by the Governor.

Feedback is specifically requested on whether the conservation framework should be modified to double the number of tiers and use two percent increments instead of four percent. This change would provide further refinement for water suppliers that find themselves on one side or the other of a tier.

The conservation savings for all urban water suppliers are allocated across nine tiers of increasing levels of residential water use (R-GPCD) to reach the statewide 25 percent reduction mandate. This approach lessens the disparities in reduction requirements between agencies that have similar levels of water consumption, but fall on different sides of dividing lines between tiers. Suppliers have been assigned a conservation standard that ranges between 8% and 36% based on their R-GPCD for the months of July – September, 2014. These three months reflect the amount of water used for summer outdoor irrigation, which provides the greatest opportunity for conservation savings. Some suppliers may be eligible, under specific conditions, for placement into a lower 4% conservation tier. Water suppliers that reduced their water use prior to the drought will have a lower R-GPCD and thus a lower conservation standard than water suppliers with similar climate and density factors where R-GPCD remains high.

Urban water suppliers (serving more than 3,000 customers or delivering more than 3,000 acre feet of water per year and accounting for more than 90% of urban water use) will be assigned a conservation standard, as shown in the following table:

Tier	R-GPCD Range		# of Suppliers in Range	Conservation Standard
	From	To		
1	reserved		0	4%
2	0	64.9	23	8%
3	65	79.9	24	12%
4	80	94.9	44	16%
5	95	109.9	51	20%
6	110	129.9	48	24%
7	130	169.9	82	28%
8	170	214.9	54	32%
9	215	612.0	85	36%

The Smith family of three learns that their water district must reduce water use by 12 percent. A manufacturing plant uses 20 percent of the water and cannot reduce its use. So, residents are told to reduce their use by 15 percent to meet the overall 12 percent target. The Smith family uses an average of 210 gallons per day (or about 70 gallons per person), 165 gallons for indoor use and 45 gallons for watering their small yard. To meet the 15% reduction requirement they must reduce total water use to about 180 gallons per day. This is equivalent to about 60 gallons per person per day.

The Jones family of four learn that their water district must reduce water use by 32 percent. An oil refinery uses 10 percent of the district's water and cannot reduce its use. Their city also has many small businesses, and a golf course, which can reduce use by more than 10 percent. The residents must now reduce their use by 30 percent to meet the overall 32 percent target. The Jones family uses an average of 1,200 gallons per day (or about 300 gallons per person); 300 gallons for indoor use and 900 gallons outdoors, to irrigate a large yard that includes grass and fruit trees. To cut water use by 30 percent, the Jones' must cut their water use by 360 gallons per day to 840 gallons which is equivalent to 210 gallons per person per day.

Exceptions

The proposed regulation allows water suppliers to request to modify their total water use or be placed into a lower conservation tier under two situations:

1. Urban water suppliers delivering more than 20 percent of their total water production to commercial agriculture may be allowed to modify the amount of water subject to their conservation standard. These suppliers must provide written certification to the Board to be able to subtract the water supplied to commercial agriculture from their total water production for baseline and conservation purposes.
2. Urban water suppliers that have a reserve supply of surface water that could last at least four years may be eligible for placement into lower conservation tier. Only suppliers meeting the eligibility criteria will be considered. These criteria relate to the source(s) of supply, storage capacity, and the number of years that those supplies could last.

Feedback is specifically requested on whether the regulation should allow water suppliers whose supplies include groundwater to apply for inclusion the 4% reserve tier if it can be demonstrated that they have a minimum of 4 years of supply, do not rely upon imported water, and their groundwater supplies recharge naturally.

Commercial, Industrial and Institutional Sector Clarification

There are no specific use reduction targets for commercial, industrial, and institutional users served by urban and all other water suppliers. Water suppliers will decide how to meet their conservation standard through reductions from both residential and non-residential users. Water suppliers are encouraged to look at their commercial, institutional and industrial properties that irrigate outdoor ornamental landscapes with potable water for potential conservation savings.

Conservation Standard For All Other Water Suppliers

Smaller water suppliers (serving fewer than 3,000 connections) will be required to achieve a 25% conservation standard or restrict outdoor irrigation to no more than two days per week. These smaller urban suppliers serve less than 10% of Californians.

End-User Requirements

The new prohibitions in the Executive Order apply to all Californians and will take effect immediately upon approval of the regulation by the Office of Administrative Law. These include:

- Irrigation with potable water of ornamental turf on public street medians is prohibited; and
- Irrigation with potable water outside of newly constructed homes and buildings not in accordance with emergency regulations or other requirements established in the California Building Standards Code is prohibited.

These are in addition to the existing restrictions that prohibit:

- Using potable water to wash sidewalks and driveways;
- Allowing runoff when irrigating with potable water;
- Using hoses with no shutoff nozzles to wash cars;
- Using potable water in decorative water features that do not recirculate the water;
- Irrigating outdoors during and within 48 hours following measureable rainfall; and
- Restaurants from serving water to their customers unless the customer requests it.

Additionally, hotels and motels must offer their guests the option to not have their linens and towels laundered daily, and prominently display this option in each guest room.

It will be very important as these provisions are implemented to ensure that existing trees remain healthy and do not present a public safety hazard. Guidance on the implementation of both prohibitions will be developed.

Self-Supplied CII

Commercial, industrial and institutional properties under Provision 5 of the Executive Order with an independent source of water supply (not served by a water supplier), are required under the proposed emergency regulation to either limit outdoor irrigation to two days per week or achieve a 25% reduction in water use. Often, these properties have large landscapes that would otherwise not be addressed by this regulation.

New Reporting Requirements

Total monthly water production and specific reporting on residential use and enforcement as laid out in the previously adopted emergency regulations will remain in effect. Because the conservation standard applies to total water production, the proposed emergency regulation expands the reporting to include information on water use in the commercial, industrial, and institutional sectors. Small water suppliers with fewer than 3,000 service connections will be required to submit a single report on December 15, 2015 that provides their water production from June-November 2015 and June-November 2013 and the number of days per week outdoor irrigation is allowed.

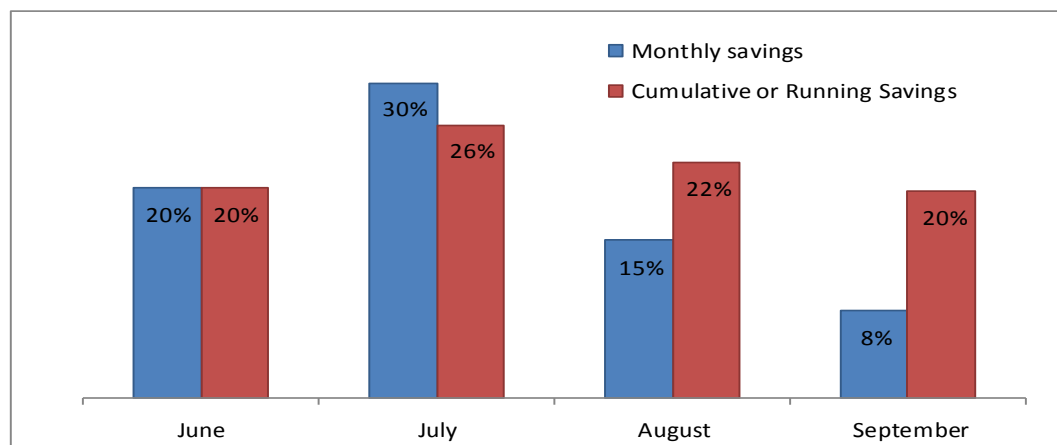
Commercial, industrial, and institutional facilities with an independent source of supply (they are not served by a water supplier) are not required to submit a report; however they should be prepared to demonstrate their compliance with the two day per week watering restriction or the 25% reduction in water use if requested to do so by the Board.

Compliance Assessment

In many communities around the state, over half (and up to 80 percent) of total residential water use is for outdoor irrigation during the summer months. With summer just around the corner, bringing with it the greatest opportunity for making substantial conservation gains, immediate action is essential. As a result, the Board will begin assessing compliance with the submittal of the June monthly report on July 15, 2015. Beyond June, the Board will track compliance on a cumulative basis. 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. This tracking will look like the sample graph below.

Example Comparison of Monthly Savings and Cumulative Savings

	2013 Water Use	2015 Water Use	Monthly savings	Cumulative or Running Savings
June	1000	800	20%	20%
July	1500	1050	30%	26%
August	1200	1020	15%	22%
September	900	825	8%	20%



Two additional tools are included in the proposed emergency regulation to both expedite the investigation of water suppliers not meeting their conservation standard and to require the implementation of actions to correct this situation. A proposed informational order would require water suppliers to respond to request for information or face immediate enforcement. The proposed conservation order can be used to direct specific actions to correct non-compliance. Both of these tools are tailored to the emergency circumstances that the State finds itself in as a result of continuing drought conditions. Violation of an information or conservation order carries a penalty of up to \$500 per day.

The Board will work with water suppliers along the way that are not meeting their targets to implement actions to get them back on track. These actions could include changes to rates and pricing, restrictions on outdoor irrigation, public outreach, rebates and audit programs, leak detection and repair, and other measures. The Board may use its enforcement tools to ensure that water suppliers are on track to meet their conservation standards at any point during the 270 days that the emergency regulation is in effect.

Conclusion

No one knows how the future will unfold. While the state may return to “normal,” or even to above average hydrologic water conditions in 2016, such an outcome is far from certain. If there is a fifth, or even sixth, year of water scarcity the emergency regulation will have contributed to safeguarding the state’s future water supplies, thereby forestalling potentially dramatic economic consequences. An example of the challenge facing the State comes from Australia, which experienced persistent and severe drought across most of its continent between 2002 and 2012. Over the full course of the 10 years of drought, half a percentage point may have been shaved from Australia’s GDP growth rate due to water curtailments, lowered productivity, unemployment and reduced exports. A half-point reduction in GDP growth is significant: if this were to occur in California, cumulative state output would be reduced by close to half a trillion dollars over the same 10-year span of time.

The State Water Board is committed to working with water suppliers around the State on implementation of the emergency regulation to reduce the risk that the State faces if drought conditions do not abate. A workshop to discuss implementation of the emergency regulation will be scheduled for October 2015, and the Board will continue to receive monthly updates and hear public comment as it has been doing since adopting its initial emergency regulation in July 2014.

As Governor Brown said on April 1, 2015, when announcing his fourth Executive Order since the drought began, “All of us in so many different parts of California, doing so many different things, have to now pull together in our own different contexts to do what is required.”

(This fact sheet was last updated on April 28, 2015)

Urban Water Suppliers and Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Westborough Water District	257,568,499	213,776,790	43,791,709	17%	40.6	2	8%
Arcata City of	499,104,000	495,047,000	4,057,000	1%	43.5	2	8%
San Francisco Public Utilities Commission	20,365,410,000	18,717,900,000	1,647,510,000	8%	45.4	2	8%
Santa Cruz City of	2,527,700,000	1,933,400,000	594,300,000	24%	47.3	2	8%
California Water Service Company South San Francisco	2,075,673,590	1,907,534,254	168,139,336	8%	48.8	2	8%
California-American Water Company Monterey District	2,903,844,543	2,590,336,368	313,508,175	11%	51.3	2	8%
California Water Service Company East Los Angeles	3,998,522,861	3,819,956,279	178,566,582	4%	51.4	2	8%
California-American Water Company San Diego District	2,795,094,888	2,578,195,144	216,899,744	8%	51.9	2	8%
Cambria Community Services District	166,216,813	95,513,570	70,703,243	43%	54.3	2	8%
East Palo Alto, City of	409,886,088	454,911,335	-45,025,247	-11%	55.6	2	8%
Park Water Company	2,833,164,110	2,598,821,539	234,342,571	8%	55.6	2	8%
San Bruno City of	929,865,974	849,620,197	80,245,777	9%	55.7	2	8%
Daly City City of	1,888,066,301	1,622,632,784	265,433,517	14%	58.8	2	8%
North Coast County Water District	809,332,364	713,333,361	95,999,003	12%	59.5	2	8%
Golden State Water Company Florence Graham	1,246,577,219	1,227,482,326	19,094,894	2%	59.7	2	8%
Golden State Water Company Bell-Bell Gardens	1,279,423,043	1,208,354,847	71,068,196	6%	60.8	2	8%
Coastside County Water District	565,550,000	524,430,000	41,120,000	7%	61.9	2	8%
Hayward City of	4,474,967,937	3,957,222,483	517,745,455	12%	62.1	2	8%
Grover Beach City of	352,828,667	208,202,769	144,625,897	41%	62.3	2	8%
Redwood City City of	2,525,846,774	2,179,170,327	346,676,447	14%	63.4	2	8%
Compton City of	1,858,895,919	1,837,323,747	21,572,172	1%	63.6	2	8%
Soquel Creek Water District	1,046,626,000	826,889,000	219,737,000	21%	64.2	2	8%
Seal Beach City of	905,215,264	856,337,550	48,877,714	5%	64.7	2	8%
Inglewood City of	2,457,964,645	2,284,776,001	173,188,643	7%	65.1	3	12%
Goleta Water District	3,523,431,480	3,053,227,871	470,203,609	13%	65.5	3	12%
Oxnard City of	5,742,131,037	5,086,123,686	656,007,351	11%	66.6	3	12%
Paramount City of	1,628,999,712	1,623,382,034	5,617,679	0%	67.0	3	12%
California Water Service Company King City	428,820,478	403,729,918	25,090,560	6%	67.7	3	12%
Golden State Water Company Southwest	7,303,405,789	6,894,299,322	409,106,467	6%	68.2	3	12%
Golden State Water Company Bay Point	512,238,443	452,672,802	59,565,641	12%	69.2	3	12%
San Luis Obispo City of	1,387,716,506	1,278,706,170	109,010,336	8%	69.9	3	12%
Morro Bay City of	316,836,255	281,236,756	35,599,499	11%	70.0	3	12%
South Gate City of	2,066,696,383	2,017,629,675	49,066,708	2%	70.1	3	12%
Vernon City of	1,907,061,769	1,788,380,162	118,681,607	6%	70.6	3	12%
Huntington Park City of	1,171,761,731	1,128,423,492	43,338,240	4%	71.3	3	12%
Golden State Water Company Norwalk	1,214,317,928	1,131,519,080	82,798,848	7%	72.2	3	12%
Milpitas City of	2,719,687,979	2,424,775,231	294,912,748	11%	72.3	3	12%
Estero Municipal Improvement District	1,137,677,797	1,077,438,670	60,239,127	5%	72.8	3	12%

Urban Water Suppliers and Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Golden State Water Company S San Gabriel	664,867,252	637,528,317	27,338,935	4%	73.6	3	12%
Sweetwater Authority	5,185,495,337	4,886,767,783	298,727,554	6%	75.0	3	12%
City of Big Bear Lake, Dept of Water & Power	610,520,000	590,469,860	20,050,140	3%	75.8	3	12%
La Palma City of	545,401,972	497,342,471	48,059,501	9%	75.9	3	12%
Marina Coast Water District	1,063,425,908	946,396,368	117,029,540	11%	76.0	3	12%
Lompoc City of	1,253,200,000	1,106,800,000	146,400,000	12%	76.6	3	12%
San Lorenzo Valley Water District	416,952,583	335,050,267	81,902,316	20%	77.9	3	12%
Santa Ana City of	9,729,076,397	9,323,684,636	405,391,760	4%	78.3	3	12%
Port Hueneme City of	500,546,894	456,100,759	44,446,135	9%	78.9	3	12%
Santa Fe Springs City of	1,526,056,730	1,408,567,739	117,488,991	8%	80.1	4	16%
Crestline Village Water District	185,010,871	167,499,027	17,511,844	9%	80.3	4	16%
McKinleyville Community Service District	344,448,000	300,869,000	43,579,000	13%	80.5	4	16%
Montebello Land and Water Company	859,407,071	791,398,619	68,008,451	8%	80.5	4	16%
Sweetwater Springs Water District	208,544,913	177,491,272	31,053,641	15%	80.8	4	16%
Santa Barbara City of	3,348,530,727	2,632,951,217	715,579,509	21%	80.9	4	16%
Rohnert Park City of	1,267,000,000	1,124,000,000	143,000,000	11%	81.0	4	16%
Lake Arrowhead Community Services District	440,648,885	386,238,213	54,410,671	12%	81.5	4	16%
Valley County Water District	2,033,127,821	1,853,913,772	179,214,049	9%	81.6	4	16%
San Diego City of	47,355,303,598	46,452,597,390	902,706,208	2%	82.0	4	16%
Mountain View City of	2,967,854,797	2,531,213,885	436,640,912	15%	82.5	4	16%
Golden State Water Company Artesia	1,402,138,690	1,348,796,812	53,341,879	4%	83.4	4	16%
California Water Service Company Dominguez	8,444,765,582	8,077,205,172	367,560,410	4%	83.7	4	16%
Greenfield, City of	573,049,890	501,684,126	71,365,764	12%	83.8	4	16%
Long Beach City of	14,658,100,592	13,842,168,619	815,931,973	6%	83.8	4	16%
Dublin San Ramon Services District	2,779,417,000	1,959,505,000	819,912,000	29%	84.7	4	16%
Golden State Water Company Culver City	1,415,824,450	1,344,756,254	71,068,196	5%	84.8	4	16%
Sunnyvale City of	4,612,426,949	3,920,970,221	691,456,728	15%	85.2	4	16%
California Water Service Company Salinas District	4,612,101,098	4,065,974,106	546,126,992	12%	86.0	4	16%
Lynwood City of	1,264,349,156	1,237,371,916	26,977,240	2%	86.3	4	16%
Santa Rosa City of	5,454,466,874	4,447,473,373	1,006,993,501	18%	86.7	4	16%
Hawthorne City of	1,070,747,789	1,135,592,223	-64,844,434	-6%	86.7	4	16%
California Water Service Company Mid Peninsula	3,986,792,209	3,551,780,554	435,011,655	11%	87.4	4	16%
San Gabriel Valley Water Company	9,747,519,587	9,124,165,807	623,353,780	6%	88.3	4	16%
Alameda County Water District	10,539,100,000	8,458,900,000	2,080,200,000	20%	88.3	4	16%
Santa Clara City of	5,338,900,000	4,749,500,000	589,400,000	11%	88.3	4	16%
Menlo Park City of	1,058,240,665	769,095,397	289,145,268	27%	88.6	4	16%
Millbrae City of	668,885,610	603,267,242	65,618,369	10%	89.2	4	16%
Petaluma City of	2,407,770,000	2,071,485,000	336,285,000	14%	89.6	4	16%

Urban Water Suppliers and Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Hi-Desert Water District	744,117,577	733,074,472	11,043,105	1%	90.2	4	16%
Burlingame City of	1,288,363,748	1,075,113,151	213,250,598	17%	90.4	4	16%
Los Angeles Department of Water and Power	139,452,680,105	130,343,503,463	9,109,176,642	7%	90.9	4	16%
Vallejo City of	4,410,308,000	4,020,375,000	389,933,000	9%	91.3	4	16%
San Buenaventura City of	4,446,346,994	3,813,888,925	632,458,069	14%	91.3	4	16%
Pico Rivera City of	1,267,056,981	1,099,162,034	167,894,948	13%	91.6	4	16%
Scotts Valley Water District	311,979,632	253,857,835	58,121,797	19%	91.6	4	16%
Irvine Ranch Water District	15,406,744,246	15,015,266,341	391,477,904	3%	91.7	4	16%
Santa Maria City of	3,370,607,161	3,257,210,864	113,396,297	3%	93.0	4	16%
Windsor, Town of	963,136,985	817,896,531	145,240,453	15%	93.0	4	16%
California Water Service Company Redwood Valley	108,182,674	82,440,411	25,742,263	24%	93.3	4	16%
American Canyon, City of	915,968,361	777,155,653	138,812,708	15%	93.5	4	16%
Golden State Water Company West Orange	4,000,477,969	3,830,090,258	170,387,711	4%	94.2	4	16%
East Bay Municipal Utilities District	52,390,500,000	46,127,500,000	6,263,000,000	12%	94.2	4	16%
Crescent City City of	583,110,000	710,650,000	-127,540,000	-22%	94.5	4	16%
Martinez City of	1,027,679,751	871,695,210	155,984,540	15%	95.5	5	20%
Pomona City of	5,817,361,333	5,468,536,077	348,825,256	6%	95.9	5	20%
San Jose City of	5,294,000,000	4,707,000,000	587,000,000	11%	96.0	5	20%
Bellflower-Somerset Mutual Water Company	1,350,031,789	1,268,477,694	81,554,095	6%	96.2	5	20%
California Water Service Company Hermosa/Redondo	2,984,799,071	2,983,495,666	1,303,406	0%	96.4	5	20%
Azusa City of	5,165,530,597	4,670,763,054	494,767,543	10%	97.3	5	20%
California Water Service Company Stockton	6,808,665,567	6,318,910,872	489,754,695	7%	97.6	5	20%
El Segundo City of	1,692,179,532	1,788,496,457	-96,316,925	-6%	97.9	5	20%
Westminster City of	3,064,371,990	2,956,971,359	107,400,630	4%	98.0	5	20%
Carpinteria Valley Water District	1,160,826,158	1,028,941,051	131,885,107	11%	98.2	5	20%
Lomita City of	591,013,026	547,632,425	43,380,600	7%	98.2	5	20%
Norwalk City of	559,456,000	511,830,000	47,626,000	9%	98.6	5	20%
Mesa Water District	4,434,609,825	4,283,056,327	151,553,499	3%	99.0	5	20%
Moulton Niguel Water District	7,135,207,799	6,864,125,480	271,082,319	4%	99.2	5	20%
Santa Monica City of	3,462,200,000	3,321,100,000	141,100,000	4%	99.2	5	20%
Rowland Water District	2,857,000,142	2,756,214,295	100,785,846	4%	99.2	5	20%
Livermore City of Division of Water Resources	1,642,615,000	1,199,514,000	443,101,000	27%	100.1	5	20%
Fountain Valley City of	2,438,968,604	2,305,516,153	133,452,452	5%	100.2	5	20%
Watsonville City of	2,045,660,752	1,803,744,576	241,916,176	12%	100.3	5	20%
Lathrop, City of	1,149,290,000	990,960,000	158,330,000	14%	100.3	5	20%
Pittsburg City of	2,481,549,000	2,226,323,000	255,226,000	10%	100.4	5	20%
El Monte City of	328,279,000	312,936,000	15,343,000	5%	100.6	5	20%
Tahoe City Public Utilities District	372,523,331	326,265,848	46,257,483	12%	100.9	5	20%

Urban Water Suppliers and Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Mid-Peninsula Water District	823,925,361	712,822,442	111,102,919	13%	101.4	5	20%
Mammoth Community Water District	499,483,000	447,407,000	52,076,000	10%	102.9	5	20%
San Gabriel County Water District	1,612,133,643	1,485,957,453	126,176,190	8%	102.9	5	20%
Helix Water District	8,454,736,636	8,067,103,778	387,632,858	5%	103.6	5	20%
Whittier City of	2,041,957,743	2,084,064,264	-42,106,521	-2%	104.2	5	20%
Great Oaks Water Company Incorporated	2,641,791,567	2,210,783,322	431,008,244	16%	104.2	5	20%
Hollister City of	832,612,930	742,476,980	90,135,950	11%	104.4	5	20%
Calexico City of	1,524,360,000	1,440,570,000	83,790,000	5%	104.6	5	20%
Lakewood City of	2,086,631,973	1,856,580,866	230,051,107	11%	105.0	5	20%
Oceanside City of	6,988,111,948	6,765,555,423	222,556,525	3%	105.1	5	20%
San Jose Water Company	36,046,000,000	31,608,300,000	4,437,700,000	12%	105.7	5	20%
Valley of the Moon Water District	800,300,880	646,691,259	153,609,621	19%	106.5	5	20%
Escondido City of	4,625,134,351	4,059,907,513	565,226,838	12%	106.7	5	20%
Fairfield City of	5,435,000,000	4,853,000,000	582,000,000	11%	106.7	5	20%
Downey City of	4,090,256,554	3,834,059,128	256,197,426	6%	106.9	5	20%
Glendale City of	6,839,188,070	6,346,086,881	493,101,189	7%	107.1	5	20%
Otay Water District	8,209,272,756	7,888,634,952	320,637,804	4%	107.1	5	20%
Marin Municipal Water District	7,006,662,670	5,966,662,221	1,040,000,448	15%	107.4	5	20%
Camarillo City of	2,747,943,839	2,399,416,293	348,527,546	13%	107.5	5	20%
California-American Water Company Sacramento District	8,801,191,649	7,285,565,423	1,515,626,225	17%	107.8	5	20%
Adelanto city of	1,091,834,544	993,603,394	98,231,150	9%	108.5	5	20%
Anaheim City of	16,337,538,847	15,992,788,037	344,750,810	2%	108.6	5	20%
Ukiah City of	678,601,000	551,722,000	126,879,000	19%	108.6	5	20%
Huntington Beach City of	7,506,541,568	7,116,888,432	389,653,136	5%	109.0	5	20%
Napa City of	3,605,871,891	3,247,435,321	358,436,570	10%	109.2	5	20%
Lakeside Water District	1,064,566,388	977,942,044	86,624,343	8%	109.3	5	20%
Padre Dam Municipal Water District	2,952,148,758	2,752,858,026	199,290,733	7%	109.4	5	20%
Crescenta Valley Water District	1,200,433,997	1,043,760,838	156,673,159	13%	109.4	5	20%
Torrance City of	3,906,665,343	3,703,464,394	203,200,950	5%	111.0	6	24%
Big Bear City Community Services District	266,135,894	256,898,007	9,237,888	3%	111.0	6	24%
Vista Irrigation District	4,896,569,394	4,632,303,886	264,265,507	5%	111.1	6	24%
Perris, City of	437,809,090	430,597,020	7,212,070	2%	111.9	6	24%
Pismo Beach City of	434,216,578	359,495,587	74,720,991	17%	113.1	6	24%
Vallecitos Water District	4,390,033,350	4,037,168,840	352,864,510	8%	116.1	6	24%
Soledad, City of	581,571,300	531,785,500	49,785,800	9%	116.7	6	24%
Manhattan Beach City of	1,219,661,891	1,153,188,200	66,473,691	5%	116.7	6	24%
Palo Alto City of	3,180,440,852	2,685,999,460	494,441,392	16%	116.8	6	24%
Gilroy City of	2,328,666,000	1,995,678,000	332,988,000	14%	117.5	6	24%

Urban Water Suppliers and Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Humboldt Community Service District	610,120,000	573,669,000	36,451,000	6%	117.9	6	24%
Alhambra City of	2,575,148,433	2,329,573,763	245,574,669	10%	118.3	6	24%
Golden State Water Company S Arcadia	908,701,874	851,189,098	57,512,777	6%	118.5	6	24%
Orchard Dale Water District	589,289,272	550,757,340	38,531,931	7%	118.6	6	24%
Buena Park City of	3,777,921,445	3,441,805,698	336,115,747	9%	118.9	6	24%
Golden State Water Company Placentia	1,868,334,327	1,778,757,770	89,576,557	5%	118.9	6	24%
Pico Water District	1,029,001,320	960,057,631	68,943,690	7%	119.1	6	24%
Delano City of	2,386,120,000	2,229,650,000	156,470,000	7%	119.4	6	24%
El Centro City of	1,978,323,000	1,910,544,000	67,779,000	3%	119.5	6	24%
Pleasanton City of	4,439,552,000	3,099,891,000	1,339,661,000	30%	119.8	6	24%
Woodland City of	2,938,159,020	2,454,292,204	483,866,816	16%	119.8	6	24%
El Toro Water District	2,331,141,109	2,239,576,858	91,564,251	4%	119.9	6	24%
San Fernando City of	839,719,127	786,931,196	52,787,931	6%	120.3	6	24%
Suburban Water Systems San Jose Hills	7,160,122,399	6,833,016,444	327,105,955	5%	120.3	6	24%
Sunny Slope Water Company	1,052,785,122	950,022,234	102,762,888	10%	120.5	6	24%
California Water Service Company Livermore	2,781,467,781	1,909,163,511	872,304,270	31%	120.5	6	24%
Laguna Beach County Water District	872,082,691	867,064,579	5,018,112	1%	121.0	6	24%
Fortuna City of	303,008,000	276,986,000	26,022,000	9%	121.2	6	24%
Amador Water Agency	899,761,000	773,623,400	126,137,600	14%	121.5	6	24%
South Coast Water District	1,639,847,306	1,549,814,557	90,032,749	5%	121.7	6	24%
Alco Water Service	1,156,954,000	1,028,617,000	128,337,000	11%	124.2	6	24%
Monte Vista Water District	2,603,464,922	2,359,464,115	244,000,807	9%	125.0	6	24%
Golden State Water Company Barstow	1,595,531,512	1,445,509,515	150,021,997	9%	125.4	6	24%
California Water Service Company Marysville	575,127,769	496,597,575	78,530,194	14%	125.5	6	24%
Coachella City of	1,395,900,000	1,294,010,000	101,890,000	7%	125.5	6	24%
Brea City of	2,826,761,129	2,727,376,444	99,384,685	4%	125.9	6	24%
Colton, City of	2,519,711,330	2,487,549,794	32,161,536	1%	126.3	6	24%
Chino City of	3,332,449,959	3,123,999,542	208,450,416	6%	126.7	6	24%
Santa Margarita Water District	7,105,190,366	6,932,489,109	172,701,256	2%	126.8	6	24%
Reedley City of	1,302,000,000	1,109,000,000	193,000,000	15%	126.9	6	24%
Ontario City of	8,782,999,363	8,499,508,622	283,490,741	3%	126.9	6	24%
Valencia Water Company	7,817,224,611	6,780,899,767	1,036,324,844	13%	127.0	6	24%
Groveland Community Services District	127,297,632	96,625,396	30,672,236	24%	127.5	6	24%
Eureka City of	860,874,000	799,778,000	61,096,000	7%	128.1	6	24%
North Marin Water District	2,457,000,000	1,986,810,000	470,190,000	19%	129.1	6	24%
City of Newman Water Department	559,946,000	448,854,000	111,092,000	20%	129.2	6	24%
Tuolumne Utilities District	1,441,240,862	992,152,425	449,088,437	31%	129.3	6	24%
Golden State Water Company Simi Valley	1,830,698,487	1,657,215,187	173,483,300	9%	129.9	6	24%

Urban Water Suppliers and Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Twentynine Palms Water District	666,765,336	641,552,256	25,213,080	4%	130.5	7	28%
Eastern Municipal Water District	22,059,815,756	21,154,600,492	905,215,264	4%	130.7	7	28%
South Pasadena City of	1,045,005,526	935,193,595	109,811,931	11%	131.0	7	28%
California Water Service Company Oroville	830,595,287	682,007,037	148,588,251	18%	131.6	7	28%
Healdsburg City of	540,150,000	446,810,000	93,340,000	17%	131.9	7	28%
Burbank City of	4,712,137,486	4,362,205,638	349,931,847	7%	132.2	7	28%
Arroyo Grande City of	776,210,684	654,635,517	121,575,167	16%	132.4	7	28%
San Juan Capistrano City of	2,040,416,466	1,962,283,810	78,132,655	4%	133.3	7	28%
Garden Grove City of	6,584,316,860	6,185,605,054	398,711,806	6%	133.6	7	28%
Del Oro Water Company	369,631,917	306,051,990	63,579,927	17%	134.3	7	28%
Humboldt Bay Municipal Water District	146,056,000	148,820,000	-2,764,000	-2%	134.5	7	28%
Tracy City of	4,529,625,694	3,497,663,768	1,031,961,925	23%	134.6	7	28%
Riverside City of	17,427,511,870	15,956,944,380	1,470,567,490	8%	135.3	7	28%
West Kern Water District	4,045,106,581	3,679,048,346	366,058,235	9%	135.4	7	28%
Fullerton City of	7,215,373,767	6,969,105,034	246,268,733	3%	136.8	7	28%
Lincoln Avenue Water Company	613,030,807	557,668,649	55,362,157	9%	137.2	7	28%
La Habra City of Public Works	2,397,728,848	2,535,032,864	-137,304,016	-6%	137.5	7	28%
Newport Beach City of	4,220,349,478	3,924,557,845	295,791,633	7%	137.8	7	28%
Carlsbad Municipal Water District	4,342,002,850	4,259,269,173	82,733,677	2%	138.6	7	28%
Pasadena City of	8,349,297,631	7,614,975,148	734,322,483	9%	139.0	7	28%
Truckee-Donner Public Utilities District	1,264,764,466	1,144,274,188	120,490,278	10%	139.4	7	28%
Contra Costa Water District	8,855,338,380	7,547,370,752	1,307,967,628	15%	139.9	7	28%
Shasta Lake City of	309,004,338	258,461,000	50,543,338	16%	140.2	7	28%
Suburban Water Systems Whittier/La Mirada	5,584,910,982	5,234,793,399	350,117,583	6%	141.1	7	28%
Antioch City of	4,642,068,000	4,042,923,000	599,145,000	13%	141.9	7	28%
South Tahoe Public Utilities District	1,641,227,000	1,550,474,000	90,753,000	6%	141.9	7	28%
Sonoma City of	583,798,675	494,362,234	89,436,441	15%	142.7	7	28%
San Gabriel Valley Fontana Water Company	10,907,224,816	10,188,722,419	718,502,397	7%	142.9	7	28%
West Sacramento City of	3,567,747,274	2,941,460,832	626,286,443	18%	143.0	7	28%
Tehachapi, City of	582,624,632	536,291,818	46,332,814	8%	143.7	7	28%
Davis City of	3,023,400,000	2,527,400,000	496,000,000	16%	143.9	7	28%
Benicia City of	1,543,102,018	1,217,315,761	325,786,257	21%	143.9	7	28%
California Water Service Company Dixon, City of	382,549,575	346,705,918	35,843,657	9%	144.3	7	28%
Sunnyslope County Water District	694,319,032	596,249,460	98,069,572	14%	144.6	7	28%
Roseville City of	8,448,024,096	6,930,859,852	1,517,164,244	18%	145.1	7	28%
Elk Grove Water Service	1,982,552,982	1,615,618,816	366,934,166	19%	145.3	7	28%
Paso Robles City of	1,705,474,000	1,511,094,000	194,380,000	11%	146.1	7	28%
Elsinore Valley Municipal Water District	6,567,437,756	6,285,445,931	281,991,825	4%	146.3	7	28%

Urban Water Suppliers and Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Sacramento City of	28,979,000,000	23,440,000,000	5,539,000,000	19%	146.4	7	28%
Walnut Valley Water District	5,119,451,770	4,877,344,159	242,107,610	5%	146.4	7	28%
Rialto City of	2,544,482,555	2,596,683,954	-52,201,399	-2%	146.8	7	28%
Diablo Water District	1,487,225,000	1,338,770,000	148,455,000	10%	147.7	7	28%
Patterson City of	1,040,156,104	948,595,320	91,560,784	9%	148.3	7	28%
San Dieguito Water District	1,583,703,106	1,621,176,020	-37,472,914	-2%	148.4	7	28%
Orange City of	7,732,617,288	7,437,395,896	295,221,393	4%	148.7	7	28%
California Water Service Company Kern River Valley	222,882,376	201,376,182	21,506,194	10%	148.9	7	28%
San Bernardino City of	11,535,034,614	10,722,937,586	812,097,028	7%	149.1	7	28%
Suisun-Solano Water Authority	1,038,300,000	918,300,000	120,000,000	12%	150.0	7	28%
Cerritos City of	2,219,233,953	1,991,297,621	227,936,332	10%	153.6	7	28%
Sanger City of	1,552,776,000	1,422,246,000	130,530,000	8%	153.7	7	28%
Fresno City of	36,603,191,424	30,513,707,650	6,089,483,774	17%	154.2	7	28%
Monrovia City of	1,885,000,000	1,673,000,000	212,000,000	11%	154.6	7	28%
Covina City of	1,500,350,310	1,393,914,200	106,436,110	7%	154.7	7	28%
Lake Hemet Municipal Water District	2,880,852,466	2,579,961,258	300,891,208	10%	154.9	7	28%
Stockton City of	8,304,530,000	7,263,300,000	1,041,230,000	13%	155.0	7	28%
Jurupa Community Service District	6,546,170,411	6,107,698,865	438,471,545	7%	155.5	7	28%
Ventura County Waterworks District No. 8	5,424,122,854	4,896,895,245	527,227,609	10%	156.1	7	28%
Tustin City of	2,984,049,613	2,895,189,929	88,859,684	3%	156.5	7	28%
California-American Water Company Los Angeles District	5,579,752,754	5,179,473,602	400,279,151	7%	156.8	7	28%
San Clemente City of	2,270,663,084	2,331,434,375	-60,771,291	-3%	157.7	7	28%
Chino Hills City of	3,952,965,804	3,587,674,904	365,290,900	9%	157.8	7	28%
Rubidoux Community Service District	1,400,190,000	1,335,510,000	64,680,000	5%	157.9	7	28%
Arvin Community Services District	740,072,884	667,768,501	72,304,383	10%	157.9	7	28%
Rosamond Community Service District	719,200,000	712,000,000	7,200,000	1%	158.1	7	28%
Golden State Water Company San Dimas	3,063,589,946	2,950,649,842	112,940,105	4%	159.0	7	28%
Apple Valley Ranchos Water Company	4,101,713,205	3,942,264,436	159,448,769	4%	159.8	7	28%
Hanford City of	3,229,776,700	2,793,029,816	436,746,884	14%	160.0	7	28%
Santa Paula City of	1,218,270,506	1,081,725,724	136,544,782	11%	160.2	7	28%
Morgan Hill City of	2,262,311,000	1,786,089,000	476,222,000	21%	161.3	7	28%
North Tahoe Public Utility District	350,120,000	332,141,000	17,979,000	5%	161.7	7	28%
Atascadero Mutual Water Company	1,291,000,000	1,056,900,000	234,100,000	18%	163.0	7	28%
Thousand Oaks City of	3,106,634,920	2,792,709,655	313,925,265	10%	163.7	7	28%
Victorville Water District	4,985,852,685	4,486,322,447	499,530,238	10%	164.4	7	28%
Fillmore City of	482,079,202	446,216,000	35,863,202	7%	165.6	7	28%
Nipomo Community Services District	665,258,273	527,032,098	138,226,175	21%	165.6	7	28%
Ramona Municipal Water District	1,087,105,531	1,049,746,665	37,358,866	3%	165.9	7	28%

Urban Water Suppliers and Regulatory Framework Tiers to Achieve 25% Use Reduction

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	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Ceres City of	1,985,969,000	1,848,968,000	137,001,000	7%	166.1	7	28%
El Dorado Irrigation District	10,044,044,386	7,600,810,386	2,443,234,000	24%	166.2	7	28%
Newhall County Water District	2,611,216,927	2,326,139,289	285,077,638	11%	166.5	7	28%
California Water Service Company Willows	364,301,895	318,682,696	45,619,200	13%	168.6	7	28%
East Valley Water District	5,405,695,956	4,782,879,831	622,816,125	12%	169.4	7	28%
Joshua Basin Water District	409,078,118	382,604,644	26,473,473	6%	169.5	7	28%
Imperial, City of	687,420,000	671,127,000	16,293,000	2%	171.6	8	32%
Manteca City of	3,844,580,000	3,212,645,000	631,935,000	16%	172.0	8	32%
Ventura County Waterworks District No 1	2,688,665,294	2,241,890,403	446,774,892	17%	172.0	8	32%
Dinuba City of	1,126,830,000	977,550,000	149,280,000	13%	172.3	8	32%
Madera City of	2,268,235,000	2,115,715,000	152,520,000	7%	173.5	8	32%
California Water Service Company Los Altos/Suburban	3,714,706,268	3,136,645,836	578,060,431	16%	173.8	8	32%
Hesperia Water District City of	3,676,581,651	3,538,094,794	138,486,856	4%	174.6	8	32%
Castaic Lake Water Agency Santa Clarita Water Division	7,358,051,073	6,493,567,237	864,483,836	12%	174.8	8	32%
Brentwood City of	3,038,220,000	2,663,210,000	375,010,000	12%	174.9	8	32%
San Jacinto City of	756,372,530	651,046,816	105,325,714	14%	176.1	8	32%
La Verne City of	2,094,159,141	1,955,656,970	138,502,171	7%	176.5	8	32%
Rincon Del Diablo Municipal Water District	1,766,766,437	1,514,883,284	251,883,153	14%	179.2	8	32%
Mission Springs Water District	2,072,832,166	1,979,439,888	93,392,277	5%	179.4	8	32%
Banning City of	2,219,758,574	2,058,002,667	161,755,907	7%	179.4	8	32%
Brawley City of	1,842,390,000	1,088,690,000	753,700,000	41%	179.5	8	32%
Cucamonga Valley Water District	12,916,078,335	12,778,430,872	137,647,463	1%	180.0	8	32%
Calaveras County Water District	1,468,843,000	1,200,100,000	268,743,000	18%	180.1	8	32%
Phelan Pinon Hills Community Services District	635,139,826	675,206,517	-40,066,691	-6%	181.6	8	32%
Porterville City of	3,123,277,400	2,849,237,200	274,040,200	9%	182.0	8	32%
Sacramento County Water Agency	9,991,675,171	8,451,666,395	1,540,008,776	15%	184.3	8	32%
California-American Water Ventura District	4,397,006,571	3,988,454,052	408,552,519	9%	184.6	8	32%
Blythe City of	806,370,000	811,680,000	-5,310,000	-1%	186.1	8	32%
Yreka, City of	593,290,000	519,800,000	73,490,000	12%	186.4	8	32%
Palmdale Water District	5,291,175,472	5,010,063,446	281,112,026	5%	187.2	8	32%
Yuba City City of	4,215,490,000	3,629,080,000	586,410,000	14%	188.2	8	32%
California Water Service Company Selma	1,492,399,536	1,239,212,977	253,186,559	17%	189.2	8	32%
Western Municipal Water District of Riverside	5,887,379,311	5,683,989,367	203,389,944	3%	189.2	8	32%
Riverbank City of	860,786,846	737,503,990	123,282,856	14%	191.2	8	32%
California Water Service Company Visalia	8,033,215,230	7,144,292,537	888,922,693	11%	191.7	8	32%
Hemet City of	1,116,063,947	1,045,970,047	70,093,900	6%	192.8	8	32%
Turlock City of	5,571,505,100	4,909,059,441	662,445,659	12%	193.9	8	32%
Corona City of	8,699,410,000	8,297,070,000	402,340,000	5%	194.3	8	32%

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	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Trabuco Canyon Water District	764,121,596	767,705,962	-3,584,366	0%	194.9	8	32%
Triunfo Sanitation District / Oak Park Water Service	687,285,830	597,937,369	89,348,461	13%	195.6	8	32%
Lamont Public Utility District	993,121,000	914,688,000	78,433,000	8%	197.4	8	32%
California Water Service Company Bakersfield	18,863,864,960	16,841,305,153	2,022,559,807	11%	197.6	8	32%
Lemoore City of	1,967,044,000	1,783,354,000	183,690,000	9%	198.9	8	32%
Golden State Water Company Orcutt	1,941,781,239	1,705,636,709	236,144,529	12%	199.8	8	32%
Vacaville City of	4,536,829,418	3,868,833,993	667,995,425	15%	199.9	8	32%
Citrus Heights Water District	3,723,178,405	3,023,575,391	699,603,014	19%	201.4	8	32%
Poway City of	2,984,245,124	2,893,299,991	90,945,133	3%	201.7	8	32%
Livingston City of	1,870,481,000	1,810,513,000	59,968,000	3%	204.2	8	32%
Los Angeles County Public Works Waterworks District 40	12,870,711,018	11,980,791,220	889,919,798	7%	205.5	8	32%
Galt City of	1,302,667,000	1,052,546,000	250,121,000	19%	207.1	8	32%
Placer County Water Agency	7,686,123,771	6,395,079,193	1,291,044,578	17%	207.2	8	32%
Lee Lake Water District	760,491,304	738,717,756	21,773,548	3%	208.1	8	32%
San Bernardino County Service Area 70	457,322,702	431,251,330	26,071,373	6%	209.6	8	32%
California Water Service Company Chico District	6,759,462,002	5,680,893,778	1,078,568,223	16%	210.4	8	32%
Linda County Water District	971,706,000	880,037,000	91,669,000	9%	211.0	8	32%
West Valley Water District	5,029,549,361	4,747,557,536	281,991,825	6%	212.3	8	32%
Golden State Water Company Claremont	2,873,781,490	2,604,204,605	269,576,886	9%	213.2	8	32%
Folsom City of	5,476,678,514	4,592,545,306	884,133,208	16%	213.7	8	32%
Sierra Madre City of	616,142,059	546,575,118	69,566,941	11%	214.5	8	32%
Tulare, City of	4,805,328,900	4,324,313,800	481,015,100	10%	214.8	8	32%
Indio City of	5,340,000,000	5,006,100,000	333,900,000	6%	215.7	9	36%
Oakdale City of	1,417,000,000	1,139,000,000	278,000,000	20%	215.9	9	36%
Fallbrook Public Utility District	3,340,661,415	3,012,268,347	328,393,068	10%	217.3	9	36%
Kerman, City of	880,465,000	769,624,000	110,841,000	13%	217.9	9	36%
Exeter City of	600,332,681	535,287,408	65,045,273	11%	218.8	9	36%
Georgetown Divide Public Utilities District	512,901,000	410,416,000	102,485,000	20%	219.7	9	36%
Yorba Linda Water District	5,380,523,933	5,128,021,662	252,502,271	5%	220.2	9	36%
Rubio Canyon Land and Water Association	561,116,157	508,002,375	53,113,783	9%	220.8	9	36%
Sacramento Suburban Water District	9,630,759,000	8,318,514,000	1,312,245,000	14%	222.5	9	36%
Corcoran City of	1,162,447,000	950,206,000	212,241,000	18%	223.7	9	36%
Norco City of	2,009,949,357	1,856,691,656	153,257,702	8%	224.2	9	36%
Golden State Water Company Cordova	4,051,962,495	3,483,514,680	568,447,814	14%	224.5	9	36%
Monterey Park City of	649,960,000	594,880,000	55,080,000	8%	224.9	9	36%
Winton Water & Sanitary District	432,243,000	400,904,000	31,339,000	7%	228.3	9	36%
Montecito Water District	1,577,349,003	836,688,709	740,660,294	47%	228.9	9	36%
Camrosa Water District	2,469,015,365	2,141,221,863	327,793,502	13%	229.3	9	36%

Urban Water Suppliers and Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Wasco City of	1,096,680,000	952,170,000	144,510,000	13%	231.1	9	36%
Olivenhain Municipal Water District	5,326,497,766	5,149,755,952	176,741,814	3%	232.4	9	36%
Upland City of	5,523,683,657	5,024,215,355	499,468,301	9%	234.9	9	36%
Clovis City of	6,737,008,000	6,080,852,000	656,156,000	10%	235.2	9	36%
Beverly Hills City of	2,984,049,613	2,900,957,499	83,092,114	3%	235.9	9	36%
Lodi City of Public Works Department	3,904,230,000	3,932,720,000	-28,490,000	-1%	235.9	9	36%
Los Angeles County Public Works Waterworks District 29	2,383,427,229	2,356,081,777	27,345,452	1%	236.0	9	36%
Loma Linda City of *	1,379,990,569	1,323,839,525	56,151,044	4%	236.0	9	36%
Shafter City of	1,350,000,000	1,154,000,000	196,000,000	15%	236.5	9	36%
Fruitridge Vista Water Company	1,000,084,300	823,053,400	177,030,900	18%	238.3	9	36%
Paradise Irrigation District	1,721,400,000	1,355,900,000	365,500,000	21%	240.8	9	36%
Glendora City of	3,108,798,089	3,089,127,284	19,670,805	1%	242.0	9	36%
Carmichael Water District	2,598,570,000	2,107,250,000	491,320,000	19%	242.5	9	36%
Rainbow Municipal Water District	3,976,593,060	3,760,749,074	215,843,985	5%	243.0	9	36%
Modesto, City of	15,589,770,183	13,698,086,925	1,891,683,258	12%	245.9	9	36%
Pinedale County Water District	267,792,348	224,289,932	43,502,416	16%	247.1	9	36%
Lincoln City of	2,592,190,000	2,158,050,000	434,140,000	17%	251.0	9	36%
California Water Service Company Bear Gulch	3,623,142,017	3,228,861,790	394,280,227	11%	252.5	9	36%
Los Banos, City of	2,053,870,000	1,905,101,000	148,769,000	7%	253.0	9	36%
Redding City of	7,109,010,000	5,934,100,000	1,174,910,000	17%	253.8	9	36%
Riverside Highland Water Company	971,591,200	889,248,544	82,342,656	8%	253.8	9	36%
California Water Service Company Palos Verdes	5,184,622,055	4,979,661,507	204,960,548	4%	255.4	9	36%
Olivehurst Public Utility District	1,161,641,529	959,245,393	202,396,137	17%	256.0	9	36%
San Bernardino County Service Area 64	758,722,238	679,807,540	78,914,699	10%	257.8	9	36%
Anderson, City of	572,342,000	498,676,000	73,666,000	13%	260.0	9	36%
Rio Vista, city of	641,312,000	606,333,000	34,979,000	5%	260.9	9	36%
Golden State Water Company Ojai	564,830,864	487,636,661	77,194,203	14%	261.0	9	36%
Indian Wells Valley Water District	1,861,884,000	1,789,365,000	72,519,000	4%	263.5	9	36%
Yucaipa Valley Water District	2,981,840,000	2,837,629,000	144,211,000	5%	265.1	9	36%
Casitas Municipal Water District	777,155,653	678,096,820	99,058,834	13%	265.7	9	36%
Nevada Irrigation District	2,750,729,000	2,339,997,000	410,732,000	15%	267.8	9	36%
Beaumont-Cherry Valley Water District	3,172,199,486	3,139,252,648	32,946,838	1%	269.7	9	36%
East Niles Community Service District	2,504,168,216	2,213,508,744	290,659,473	12%	271.8	9	36%
Fair Oaks Water District	3,068,959,978	2,450,034,519	618,925,459	20%	274.1	9	36%
Discovery Bay Community Services District	986,000,000	808,000,000	178,000,000	18%	276.3	9	36%
Rio Linda - Elverta Community Water District	770,017,391	629,595,315	140,422,076	18%	278.1	9	36%
East Orange County Water District	247,060,552	225,554,358	21,506,194	9%	278.2	9	36%
Bakersfield City of	11,705,594,680	10,744,390,565	961,204,114	8%	279.9	9	36%

Urban Water Suppliers and Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Valley Center Municipal Water District	6,829,813,325	6,798,466,417	31,346,907	0%	291.2	9	36%
Red Bluff City of	904,393,249	764,891,212	139,502,037	15%	294.3	9	36%
California Water Service Company Antelope Valley	186,061,165	216,691,199	-30,630,034	-16%	296.7	9	36%
Merced City of	6,872,130,000	6,271,910,000	600,220,000	9%	298.8	9	36%
Bakman Water Company	1,032,655,497	893,235,946	139,419,551	14%	302.2	9	36%
Las Virgenes Municipal Water District	5,714,163,209	5,470,784,778	243,378,431	4%	304.8	9	36%
Oildale Mutual Water Company	2,485,920,537	2,317,129,497	168,791,039	7%	306.4	9	36%
California City City of	1,192,746,563	1,264,824,899	-72,078,336	-6%	307.0	9	36%
Atwater City of	2,358,960,000	1,821,770,000	537,190,000	23%	308.1	9	36%
Redlands City of	7,033,861,488	6,969,114,810	64,746,679	1%	313.2	9	36%
Ripon City of	1,431,002,833	1,223,409,134	207,593,699	15%	316.1	9	36%
Arcadia City of	4,352,404,027	4,033,916,843	318,487,185	7%	318.5	9	36%
Hillsborough Town of	877,331,034	658,647,771	218,683,262	25%	324.5	9	36%
Quartz Hill Water District	1,430,054,382	1,276,190,597	153,863,785	11%	326.9	9	36%
Madera County	891,468,716	660,496,910	230,971,806	26%	328.1	9	36%
Orange Vale Water Company	1,274,470,101	1,008,190,832	266,279,269	21%	332.3	9	36%
Kingsburg, City of	1,009,319,000	825,793,000	183,526,000	18%	332.5	9	36%
California Water Service Company Westlake	2,085,449,133	1,928,388,745	157,060,388	8%	336.7	9	36%
Rancho California Water District	16,377,618,572	16,074,902,597	302,715,976	2%	349.1	9	36%
Susanville City of	560,250,000	602,070,000	-41,820,000	-7%	382.7	9	36%
Bella Vista Water District	3,596,422,200	1,864,847,717	1,731,574,483	48%	386.3	9	36%
Valley Water Company	999,093,060	898,861,161	100,231,899	10%	401.2	9	36%
Golden State Water Company Cowan Heights	703,676,157	691,163,462	12,512,695	2%	401.6	9	36%
Desert Water Agency	8,823,730,792	8,310,188,943	513,541,849	6%	416.0	9	36%
South Feather Water and Power Agency	1,435,400,000	1,292,100,000	143,300,000	10%	466.1	9	36%
Coachella Valley Water District	28,323,853,249	27,188,261,025	1,135,592,223	4%	475.1	9	36%
San Juan Water District	3,594,268,324	2,773,624,539	820,643,785	23%	476.8	9	36%
Vaughn Water Company	3,206,837,858	2,989,389,519	217,448,339	7%	507.0	9	36%
Serrano Water District	829,682,903	749,230,186	80,452,717	10%	539.2	9	36%
Santa Fe Irrigation District	2,820,156,121	2,869,480,251	-49,324,131	-2%	604.7	9	36%
Myoma Dunes Mutual Water Company	757,700,108	707,153,944	50,546,164	7%	613.7	9	36%

RESOLUTION NO. _____

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



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

TULARE OPERATIONAL AREA SEMS MISSION/TASK REQUEST **XTU-2015-LG-002**

To: **City of Porterville**

Date: **1/20/15**

Pursuant to the California Master Mutual Aid Agreement (MMAA), the Tulare County Regional Emergency Management Mutual Aid Agreement ("TC EMMAA"), and in accordance with the Standardized Emergency Management System (SEMS), the County of Tulare, serving as the Tulare Operational Area, requests the following Mission / Task to be completed:

TASK(S) TO BE PERFORMED:

1. Provide potable water from City of Porterville municipal water system, to be purchased by County of Tulare and transported by its agents to residential tanks placed in nearby unincorporated areas as part of the County's Household Tank Program.
2. Establish parameters under which water will be provided, to include:
 - a. Cost per water unit
 - b. Equipment and administrative costs
 - c. Designated filling locations
 - d. Other desired provisions or restrictions

DURATION & TERMINATION:

The recipient is requested to perform the task(s) above for: **12 months**

This request may be renewed prior to expiration should the Household Tank Program continue to operate and require source water. This request may be terminated prior to expiration by County of Tulare should the need abate; such termination shall occur at a time mutually agreed upon.

City of Porterville may terminate performance of the requested tasks for any reason. Should City of Porterville wish to cease performing the requested task, at least 15 days prior written notice is requested.



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XTU-2015-LG-002

COMPENSATION:

The **County of Tulare** shall reimburse the **City of Porterville** for **100%** of actual costs associated with this request, upon receipt of invoice(s) from the City of Porterville for services performed.

The **County of Tulare** shall claim such costs for disaster recovery from the State of California. This section supercedes Paragraph D of Section VI of the Tulare County Regional Emergency Management Mutual Aid Agreement, as the contingent reimbursement outlined therein has been found to be in conflict with State and Federal policies and regulations.

Please contact my office should you have any questions in regards to this request.

Sincerely,

Andrew Lockman
Emergency Services Manager
County of Tulare, Office of Emergency Services



Drought Update

Tuesday, April 28, 2015

CURRENT CONDITIONS

Recent Precipitation: Last week, California received limited rainfall across several areas of the state, with parts of the Sierra Nevada range receiving 2.5 inches of precipitation. Unfortunately, spring temperatures were too warm for snowfall accumulation from these storms.

Below are estimates of precipitation totals (in inches) from April 20 through April 27, and year-to-date rainfall based on the water year cycle (October 1, 2014 to September 30, 2015).

- **Bakersfield:** 0.02" (4.61")
- **Folsom Dam:** 5.62" (29.53")
- **Fresno:** 0.69" (5.85")
- **Hetch Hetchy:** 0.48" (16.47")
- **Los Angeles:** 0.00" (7.46")
- **Modesto:** 0.21" (9.98")
- **Oroville:** 1.20" (25.84")
- **Pacific House:** 1.32" (27.40")
- **Redding:** 0.08" (31.00")
- **Riverside:** 0.32" (4.23")
- **Sacramento:** 0.95" (13.58")
- **San Diego:** 0.00" (6.53")
- **Shasta Dam:** 0.00" (48.76")
- **Willits:** 0.56" (37.92")

Precipitation Forecast: This week, warmer and drier weather is expected with little to no rainfall.

Snow Survey: As of April 24, [automated snow sensors](#) captured the statewide average snowpack conditions at just 2 percent of the average to date. Regionally, the Northern Sierra Nevada is at 4 percent of average, the Central Sierra Nevada is at 3 percent of average, and the Southern Sierra Nevada is at 1 percent of average. Temperatures are expected to rise by early next week which will further melt snowpack.

Reservoir Levels (% capacity): Since the last report on April 17, the majority of all Reservoirs experienced storage loss, totaling 97,815 acre-feet, with the exception of Black Butte (gain of 1,367 acre-feet), Exchequer (gain of 1,036 acre-feet), Pine Flat (gain of 5,032 acre-feet), and Terminus (gain of 1,232 acre-feet). This brings the overall Reservoir storage loss to 89,111 acre-feet.

[Reservoir Levels](#) as of April 26 remain low, including: Castaic Lake 30% of capacity (33% of year to date average); Don Pedro 41% of capacity (57% of average); Exchequer 10% of capacity (17% of average); Folsom Lake 59% of capacity (80% of average); Lake Oroville 51% of capacity (63% of average); Lake Perris 39% (46% of average); Millerton Lake 37% of capacity (53% of average); New Melones 21% of capacity (33% of average); Pine Flat 20% of capacity (34% of average); San Luis 63% of capacity (70% of average); Lake Shasta 59% of capacity (69% of average); and Trinity Lake 49% of capacity (59% of average). An update of water levels at [other smaller reservoirs](#) is also available.

Fire Activity: Since the beginning of the year, CAL FIRE has responded to over 943 wildfires across the state, burning 4,078 acres in the State Responsibility Area. This fire activity is above the five year average for the same time period with 534 fires and 1,420 acres burned. CAL FIRE has hired additional seasonal firefighters and trained in preparation for the peak fire season and continues to augment resources throughout the state as needed.

Open Burn Bans: Burn bans were lifted throughout the State during the winter, while restrictions on burning remained in place in many areas. As the state transitions to the dry season, open burn bans are once again being implemented in certain counties. Recently, burn bans were instituted in Fresno, King, Monterey, San Benito and Tulare County. Additionally, a burn ban for Marin County will go into effect on May 1.

Vulnerable Water Systems: The State Water Board [Division of Drinking Water Programs](#) continues to provide technical and funding assistance to several communities facing drinking water shortages, and is monitoring water systems across the state to determine if new support is needed. As of this week, approximately \$15.2 million has been committed for specific emergency drinking water projects out of \$15 million appropriated in March 2014 for this purpose. The additional \$200,000 of committed funds for emergency projects has been provided by the recent emergency drought appropriations announced this past March.

KEY ACTION ITEMS FROM THIS WEEK

- **State Board Sends Curtailment Notices to Junior Water Right Holders:** On April 23, the State Water Board [issued](#) curtailment notices to [junior water rights holders](#), mostly those who utilize the water for agricultural uses, in the San Joaquin River watershed and on the Scott River. The Water Board requires water rights holders to curtail their diversion of surface water supplies when rivers and streams reach critically low levels. These curtailments often translate to significant cuts to agricultural irrigation. More information on this process can be found on the [Water Board's website](#).
- **Emergency Salinity Barrier in Delta Moves Ahead:** On April 17, the Department of Water Resources submitted the 2015 Emergency Drought Barrier Project Water Quality Certification application to the State Water Board for review and approval. Construction of the West False River barrier is expected to begin no sooner than May 7, with full barrier installation expected to be completed approximately 30 to 60 days.

The barrier will help deter saltwater from the San Francisco Bay from moving up into the Delta where it could mix with freshwater and threaten drinking water supplies. The emergency barrier will also help mitigate a worst-case circumstance this summer in which upstream reservoirs lack sufficient water to meet the minimum outflow requirements to limit Delta salinity intrusion.

- **Emergency Food Aid, Rental, and Utility Assistance:** The Department of Social Services (CDSS) has provided to date over 608,350 boxes of food to community food banks in drought-impacted counties. Approximately 555,200 boxes of food have been picked up by 291,148 households. By Friday, May 1, an additional 8,187 boxes will be delivered to five new counties. Local food banks continue to target food aid to residents most impacted by drought.

The non-profit group La Cooperativa continues to distribute the \$10 million state-funded emergency rental assistance to impacted families and individuals across counties most impacted by the drought. As of Thursday, April 16, the Department of Housing and Community Development (HCD) has reported that a total of \$8,657,367 have been issued to 5,875 applicants in 21 counties, with \$99,633 remaining in assistance funds.

The Department of Community Services and Development (CSD) allocated an additional \$600,000, under the federally-funded Community Services Block Grant (CSBG), to continue the [Drought Water Assistance Program \(DWAP\)](#) pilot project which provides financial assistance to help low-income families pay their water bills. This program targets low-income families in 10 counties identified as experiencing a high unemployment rate, high share of agricultural workers and designated to have “exceptional” drought conditions according to the U.S. Drought Monitor Classification System.

These counties are Fresno, Kern, Kings, Madera, Merced, Monterey, San Benito, Santa Cruz, Stanislaus and Tulare. Nine of the ten contracts have been returned to CSDs DWAP for execution. CSD is reviewing expenditure plans of our local providers to ensure maximum impact is provided for direct services. A detailed expenditure/activity report will be available on May 2.

CSD is in the process of allocating \$400,000, under CSBG, to continue the Migrant and Seasonal Farmworker (MSFW) drought assistance program, which provides assistance in employment training and placement services to individuals impacted by the drought. This program has been provided in coordination with the California Human Development (CHD), Central Valley Opportunity Center (CVOC), and Center for Employment Training (CET) and Proteus, which provides employment training and placement services to migrant and seasonal farmworkers suffering job loss or reduced employment due to the drought. CSD is finalizing contract terms with these organizations and anticipates services to begin June 1, 2015.

- **California’s Water Conservation Education Program Campaign:** The Save Our Water “Keep Saving CA” campaign reports a surge in online visits to its saveourwater.com site in mid-April. The water saving tips section proved to be the most popular destination. The recently updated statewide public education campaign gives Californians a pat on the back for their water-saving efforts to date – and asks them to do more. The state’s campaign is also being utilized by local water districts.

The Keep Saving CA campaign will run through the end of June and includes billboards, outdoor media, traditional and digital radio, digital and social media, and on-the-street efforts that will be seen and heard throughout the state. The campaign includes a robust new website loaded with easy-to-use water-saving tips at saveourwater.com. Save Our Water connects with Californians on its [Facebook](#) page, [Twitter](#) and [Instagram](#) accounts.

- **Drought Response Funding:** The \$687 million in state drought funding that was appropriated last March through emergency legislation, as well as \$142 million provided in the 2014 Budget Act, continues to advance toward meeting critical needs. To date, \$236 million has been expended, and nearly \$625 million of the emergency funds appropriated in March came from sources dedicated to capital improvements to water systems. Since March, the Department of Water Resources has expedited grant approvals, getting \$21 million immediately allocated to grantees that were pre-approved for certain projects.

As planned in March, the next \$200 million of expedited capital funding was awarded in October, and the remaining \$250 million will be granted by fall 2015. The 2014 Budget Act appropriated an additional \$53.8 million to CAL FIRE over its typical budget to enhance firefighter surge capacity and retain seasonal firefighters beyond the typical fire season. In the event drought conditions continue through next year, the proposed 2015-16 Governor's Budget includes an additional \$115 million to continue critical drought response efforts.

- **Governor's Drought Task Force:** The Task Force continues to take actions that conserve water and coordinate state response to the drought.

Local Government

- **City of San Diego Public Utilities Department Wins 2015 U.S. Water Prize:** On April 17, the City of San Diego Public Utilities Department was awarded the annual U.S. Water Prize for its efforts relating to the [Water Purification Project](#). The U.S. Water Prize, awarded by the U.S. Water Alliance (USWA), was created five years ago to honor organizations whose actions further the goal of water sustainability. San Diego's Water Purification Demonstration Project established the viability of supplementing local drinking water supplies with purified recycled water.
- **Local Emergency Proclamations:** A total of 54 local Emergency Proclamations have been received to date from city, county, and tribal governments, as well as special districts:
 - o **24 Counties:** El Dorado, Glenn, Inyo, Humboldt, Kern, Kings, Lake, Madera, Mariposa, Merced, Modoc, Plumas, San Bernardino, San Joaquin, San Luis Obispo, Santa Barbara, Shasta, Siskiyou, Sonoma, Sutter, Trinity, Tulare, Tuolumne, and Yuba.
 - o **9 Cities:** City of Live Oak (Sutter County), City of Lodi (San Joaquin County), City of Montague (Siskiyou County), City of Portola (Plumas County), City of Ripon (San Joaquin County), City of San Juan Bautista (San Benito County), City of Santa Barbara (Santa Barbara County), and City of West Sacramento (Yolo County), and City of Willits (Mendocino County).
 - o **9 Tribes:** Cortina Indian Rancheria (Colusa County), Hoopa Valley Tribe (Humboldt County), Karuk Tribe (Siskiyou/Humboldt Counties), Kashia Band of Pomo Indians of the Stewarts Point Rancheria (Sonoma County), Picayune Rancheria of Chukchansi Indians (Madera County) Sherwood Valley Pomo Indian Tribe (Mendocino County), Tule River Indian Tribe (Tulare County), Yocha Dehe Wintun Nation (Yolo County), and Yurok Tribe (Humboldt County).
 - o **12 Special Districts:** Carpinteria Valley Water District (Santa Barbara County), Goleta Water District (Santa Barbara County), Groveland Community Services District (Tuolumne County), Lake Don Pedro Community Services District (Mariposa Stanislaus County), Mariposa Public Utility District (Mariposa County), Meiners Oaks Water District (Ventura County), Montecito Water District (Santa Barbara County), Mountain House Community Service District (San Joaquin County), Nevada Irrigation District (Nevada County), Placer County Water Agency (Placer County), Tuolumne Utilities District (Tuolumne County), and Twain Harte Community Services District (Tuolumne County).

- **Water Agency Conservation Efforts:** The Association of California Water Agencies (AWCA) [has identified](#) several hundred local water agencies that have implemented water conservation actions. These water agencies [are responding to the drought](#) by implementing conservation programs, which include voluntary calls for reduced water usage and mandatory restrictions where water shortages are worst.
- **County Drought Taskforces:** A total of 31 counties have established drought task forces to coordinate local drought response. These counties include: Butte, Glenn, Humboldt, Imperial, Kern, Kings, Lake, Madera, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Orange, Placer, Plumas, Sacramento, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Siskiyou, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, and Yolo.
- **Tribal Taskforce:** A total of 4 tribes have established drought task forces to coordinate tribal drought response. These tribes include: Hoopa Valley Tribe (Humboldt County), Yurok Tribe (Humboldt Counties) and Sherwood Valley Tribe (Mendocino County), and Kashia Band of Pomo Indians (Sonoma County).

DROUGHT RELATED WEBSITES FOR MORE INFORMATION

[Drought.CA.Gov](#): California's Drought Information Clearinghouse

State's Water Conservation Campaign, [Save our Water](#)
Local Government, [Drought Clearinghouse and Toolkit](#)

California Department of Food and Agriculture, [Drought information](#)
California Department of Water Resources, [Current Water Conditions](#)
California Data Exchange Center, [Snow Pack/Water Levels](#)
California State Water Resources Control Board, Water Rights, [Drought Info and Actions](#)
California Natural Resources Agency, [Drought Info and Actions](#)
State Water Resources Control Board, Drinking Water, [SWRCB Drinking Water Program](#)
California State Water Project, [Information](#)

[U.S. Drought Monitor](#) for Current Conditions throughout the Region
[U.S. Drought Portal](#), National Integrated Drought Information System (NIDIS)
National Weather Service [Climate Predictor Center](#)
USDA Drought Designations by County [CA County Designations](#)
USDA Disaster and Drought Assistance Information [USDA Programs](#)
U.S. Small Business Administration Disaster Assistance Office: www.sba.gov/disaster