



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MARCH 19, 2024, 5:30 PM**

The City of Porterville is allowing for electronic viewing of City Council Meetings. Porterville City Council Meetings will be live streamed on YouTube at
<https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>

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

City of Porterville – City Council Meeting of March 19, 2024

Please use the following link below to join the webinar:

https://us06web.zoom.us/j/88947199107?pwd=E242cq1ODGS12W01ylnMDjs4ym1pw.aXs_H2qt1FwI1n-R

Or via Telephone: 1-669-900-6833 Webinar ID: 889 4719 9107 Passcode: 221301

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 260-300-030. Agency Negotiator: Patrice Hildreth and Jason Ridenour. Negotiating Parties: City of Porterville and Self-Help Enterprises. Under Negotiation: Terms and Price.
- 2 - Government Code Section 54956.95 – Liability Claim: Claimant: Ana Alcantar. Agency claimed against: City of Porterville.
- 3 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Four (4) cases in which facts are not yet known to potential plaintiffs.
- 4- Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two (2) cases.

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

Pledge of Allegiance Led by Vice Mayor Carrillo
Invocation

PRESENTATIONS

Parks Master Plan

ORAL COMMUNICATIONS

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

REPORTS

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

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - March 7, 2024
 2. Library & Literacy Commission - March 12, 2024
 3. Arts Commission
 4. Animal Control Commission
 5. Youth Commission - March 13, 2024
 6. Transactions and Use Tax Oversight Committee (TUTO) - February 27, 2024

- II. Staff Informational Reports
 1. Water Conservation Phase IV Status Update - February 2024
 2. New Porterville Rescue Mission Update

CONSENT CALENDAR

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

1. **Authorization to Repair City Well No.15**
Re: Consideration of approval for the repair of City Well No. 15, located on the South West Corner of Morton Ave. and G St. by Carver Pump, for an amount not to exceed \$22,081.
2. **Authorization to Negotiate a Consultant Contract - Santa Fe Byway Public Artist**
Re: Consideration to authorize staff to negotiate a scope of services contract with Adrian Litman Art & Design for the art component of the Santa Fe Byway Revitalization and Beautification Project that runs north to south between Henderson Avenue and Walnut Avenue along the old Santa Fe Railway.
3. **Murry Park Pool Concession License Renewal**

Re: Consideration to approve the renewal of the Murry Park Pool Concession License with Valley Paradigm Corporation for a three-year term, at a rate of \$300 per month, with a \$25 annual increase for each year of the contract.

4. Authorization for the Barn Theater to Sell Safe and Sane Fireworks from the City's Parking Lot at the Barn Theater

Re: Consideration to authorize the Barn Theater to sell Safe and Sane Fireworks from the City's parking lot at the Barn Theater.

5. 2023 General Plan Annual Progress Report

Re: Review of the 2019-2023 General Plan Annual Progress Reports and for submission to the California Department of Housing and Community Development and the Governor's Office of Planning and Research.

6. 2023 Housing Element Annual Progress Report

Re: Review of the 2023 Annual Housing Element Progress Report and direction to staff to submit the report to the California Department of Housing and Community Development and the Governor's Office of Planning and Research.

7. HOME Investment Partnerships Program (HOME) Grant Application

Re: Consideration of a resolution authorizing the submittal of a HOME grant application for \$500,000 for the continuation of the First Time Low Income Homebuyer Program

8. Renewal of Airport Lease Agreement Lot No. 34D

Re: Consideration to approve the renewal of the Lease Agreement between the City of Porterville and Scott Creager for Lot No. 34D at the Porterville Municipal Airport for a term of fifteen (15) years.

9. Renewal of Airport Lease Agreement Lot No. 34E

Re: Consideration to approve the renewal of the Lease Agreement between the City of Porterville and Michael and Debbie Quatacker for Lot No. 34E at the Porterville Municipal Airport for a term of ten (10) years.

10. Renewal of Airport Lease Agreement Lot No. 36

Re: Consideration to approve the renewal of the Lease Agreement between the City of Porterville and Matthew Quatacker for Lot No. 36 at the Porterville Municipal Airport for a term of ten (10) years.

11. Approval for Community Civic Event - Optimist Club/PUSD/BSD - Porterville Celebrates Reading - April 13, 2024

Re: Consideration to approve the Community Civic Event application from the Optimist Club of Porterville, Porterville Unified School District, and Burton School District to hold the "Porterville Celebrates Reading" event on Saturday, April 13, 2024, from 10:00 AM to 2:00 PM at Veterans Park.

12. Approval of Community Civic Event - Parenting Network - Calling All Superheroes - April 17, 2024

Re: Consideration to approve the Community Civic Event application from the Parenting Network to hold the "Calling All Superheroes" event on Wednesday, April 17, 2024, from 3:00 PM to 5:30 PM, at Zalud Park.

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

PUBLIC HEARINGS

13. North Grand Conditional Use Permit (PRC No. 21-2028-C) and Tentative Parcel Map Public Hearing Continuance
Re: Council to continue the opened Public Hearing from March 5, 2024; and approve the draft resolution approving the tentative subdivision map and conditional use permit for the project proposed on the northwest corner of North Grand Avenue and Highway 65.

14. Request for a Modification of Conditional Use Permit 8-2008 to Upgrade from a Type 20 Off-Sale License to a Type 21 Off-Sale Alcohol License for Sherwood Handy Market
Re: Consideration to adopt the draft resolution approving the modification to Conditional Use Permit 8-2008 for a Type 21 Off-sale alcohol license for Sherwood Handy Market located at 1907 W. Morton Avenue.

15. Request for a Conditional Use Permit (PRC 2023-038-C) to Allow the Establishment of a Barbershop with a Bar/Lounge and the Sale of Alcohol Under a Type 48 On-Sale Alcohol License for Sports Cuts Bar & Lounge, Located at 41 N Main Street
Re: Consideration of a draft resolution approving a Conditional Use Permit (PRC 2023-038-C) for a Type 48 On-Sale Alcohol License to allow the establishment of a Barbershop with a Bar/Lounge and the sale of alcohol to Sports Cuts Bar & Lounge located at 41 N. Main Street.

SCHEDULED MATTERS

16. Council Authorization for Reorganization of Public Works Department to Accommodate the Transportation Department
Re: Council authorization to reorganize the City's Organizational Chart for the establishment of a Transportation Department.

17. Status and Review of Declaration of Local Flood Emergency
Re: Review of the Declaration of Local Emergency made on March 13, 2023, concerning the significant weather event and impacts or likely impacts relative to increased flow of the Tule River.

AB 1234 REPORTS

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

1. LINC Committee Meeting - March 6, 2024
2. City Council Cannabis Ad Hoc Committee - March 6, 2024
3. City Council General Plan Ad Hoc Committee - March 6, 2024
4. Library Facility Planning Committee - March 6, 2024
5. Eastern Tule Groundwater Sustainability Agency - March 7, 2024
6. Tulare County Water Commission - March 11, 2024
7. Porterville Area Development Authority Meeting - March 15, 2024
8. Tulare County Association of Governments (TCAG) - March 18, 2024

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT - to the meeting of April 2, 2024, at 5:30 p.m.

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

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



CITY COUNCIL AGENDA – MARCH 19, 2024

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

SOURCE: Public Works

COMMENT: The City has continued to implement an active water conservation approach, conserving and providing flexibility to the community. The City transitioned from Phase III to Phase IV of the City's Water Conservation Plan as of October 1, 2023. The Water Conservation Plan applies to all municipal water users within or outside the city limits.

The Phase IV plan reduces outdoor watering to one day per week, with "odd" addresses allowed to water on Saturday and "even" addresses allowed to water on Sunday. Outdoor watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed on Monday, Tuesday, Wednesday, Thursday, or Friday. Watering outdoor landscaping is prohibited during and within forty-eight (48) hours after measurable rainfall, which is now defined as greater than 0.01 inch.

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 each day the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City will respond to enforcement by issuing a Notice of Violation for all witnessed occurrences, and staff will process all reported issues. Enforcement statistics for February 2024 show that six (6) notices of violations were issued for water wasting, and no administrative citations were issued.

Water production for February 2024 reflects a five percent (5%) decrease from the 5-year average. The monthly production for February was 191 million gallons, which is a three percent (3%) decrease compared to February 2013 at 197 million gallons. Residential consumption for February 2024 was 76 gallons per capita per day (GPCD).

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. City Staff will evaluate conservation totals in two formats: 1) Calculate the cumulative conservation totals for production as compared to production in 2013, and 2) Calculate cumulative conservation totals in relation to GPCD in efforts to evaluate population growth impacts on production as compared to 2013. The cumulative total production for the City of Porterville's conservation efforts will be reflected from February 2015 through February 2024. Porterville's cumulative total production conservation through February 2024 is twenty percent (20%). The cumulative total of GPCD for the City of Porterville's conservation efforts

will be reflected from February 2015 through February 2024. Porterville's cumulative total GPCD conservation through January 2024 is twenty-five percent (25%).

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

The State Water Board requires monthly reporting to track what agencies are doing and how they perform throughout the year. Proposed permanent regulations will require agency reporting to continue monitoring urban water conservation performance with a preparedness to implement conservation standards as necessary. California Governor Gavin Newsom signed Executive Order N-10-21 on July 8, 2021, urging all Californians to voluntarily reduce their water use by fifteen percent (15%) compared to their prior-year levels due to excessive drought conditions. Water production for the City system shows a seven (7%) increase from February 2023 to February 2024. California Governor Gavin Newsom issued another Executive Order N-7-22 on March 28, 2022, to address drought conditions after the driest first three months of a year in recorded history. EO N-7-22 requires that each water supplier implements, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (20%). The City of Porterville's Water Conservation Plan Phase III meets the requirements for this shortage (Level 2). California Governor Gavin Newsom signed Executive Order N-3-23 on February 13, 2023, stating the state has experienced one of the wettest three-week periods on record. With this order, California Governor Gavin Newsom removed the need to voluntarily reduce water use by fifteen percent (15%), as stated in the previous Executive Order N-10-21.

RECOMMENDATION: Information Only

ATTACHMENTS:

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

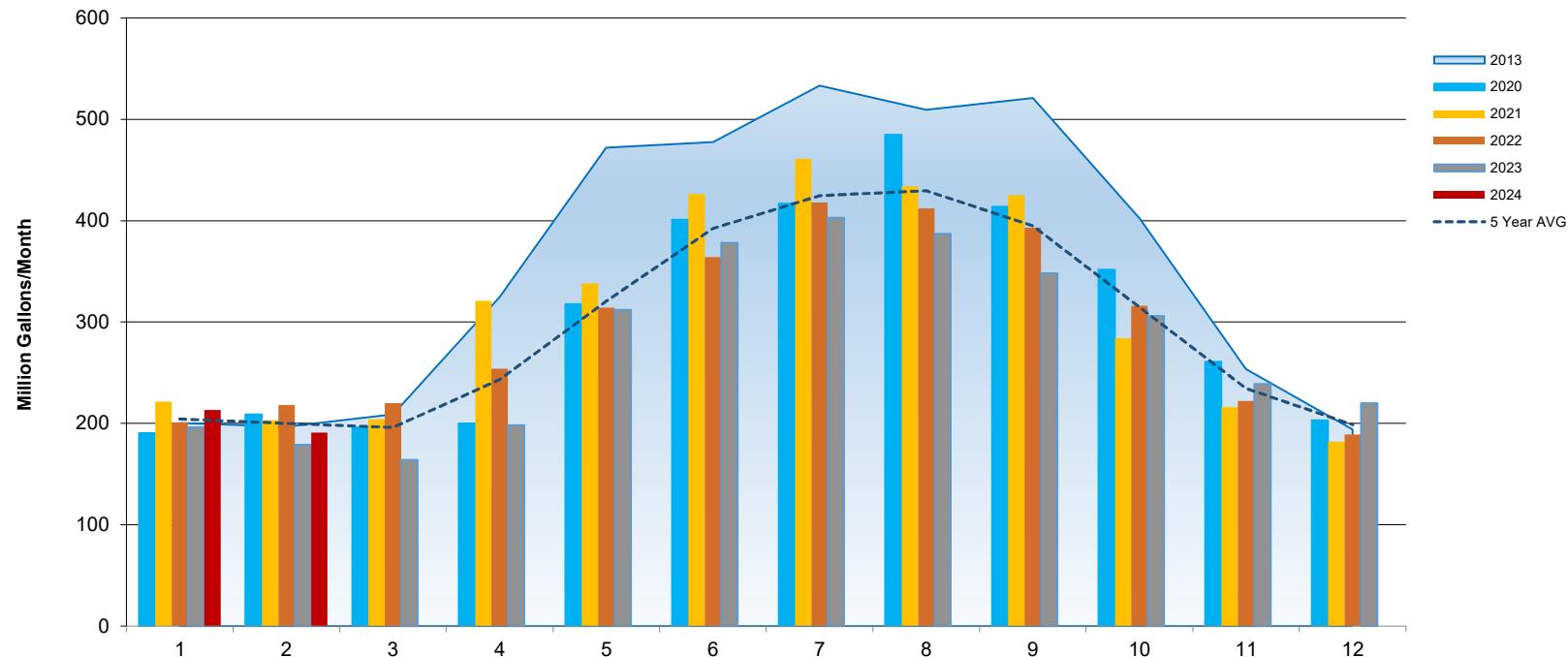
Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: Patrice Hildreth, City Manager

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

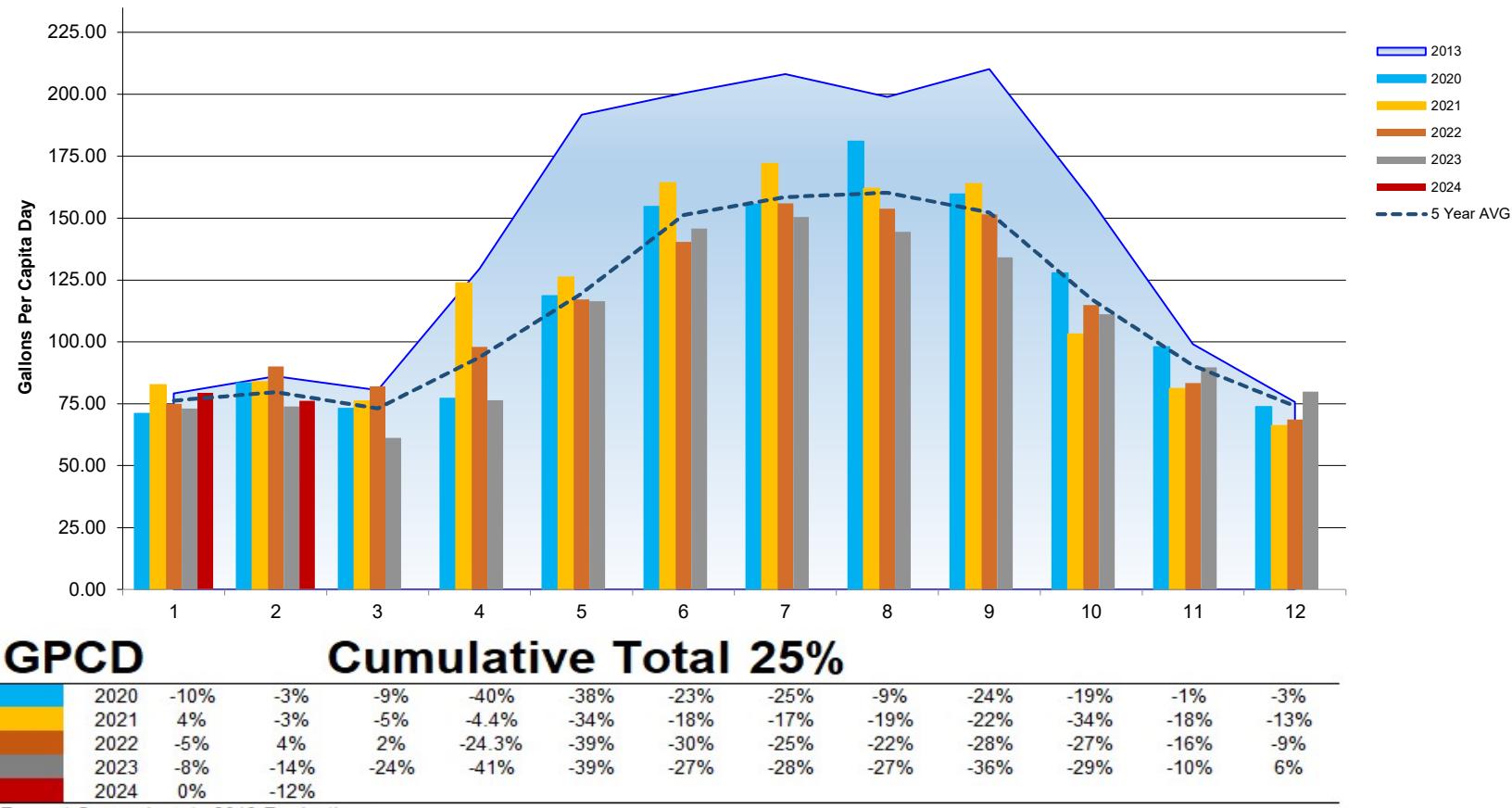


Production **Cumulative Total** **20%**

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

Percent Comparison to 2013 Production

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





DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
—	—	—	—	—	ODD	EVEN

 Odd Address  Even Address
 Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

Mandatory Odd/Even Watering Schedule

Excessive water runoff prohibited

The washing of sidewalks and driveways is prohibited

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

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

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**



CITY COUNCIL AGENDA – MARCH 19, 2024

SUBJECT: 2. New Porterville Rescue Mission Update

SOURCE: Community Development

COMMENT: At its meeting on June 18, 2019, the City Council adopted Resolution 43-2019, approving Conditional Use Permit (CUP) 2018-041-C for the New Porterville Rescue Mission (NPRM) to allow for a Social Services Facility located at 30 S. A Street. As outlined in Resolution 43-2019, Condition #1, and in compliance with Porterville Municipal Code Chapter 21, Section 301.09, "Social Services Facilities shall provide: adequate and accessible sanitary facilities, including lavatories, restrooms and refuse containers; sufficient patron seating facilities for dining; effective screening devices such as landscaping and masonry fences in conjunction with outdoor activity areas." To meet these requirements, NPRM was to continue to work on site improvements and stay in communication with staff until all items had been completed. CUP 2018-041-C includes a requirement that staff provide a bi-annual update to the Council on the status of the project, which is the purpose of this report.

At its meeting on February 4, 2020, staff presented to Council the bi-annual update as required in the CUP to update the status of improvements. The item was continued as additional information was needed to be provided by NPRM in writing. At its meeting on March 3, 2020, staff provided Council with the proposed Plan of Action that staff considered quite aggressive and reported that a realistic timeline would be three to six months before there would be an issuance of a building permit. At its meeting on July 21, 2020, staff provided an update to Council regarding the progress of the NPRM's remodel project. NPRM was issued a building permit on July 7, 2020. The scope of the permit includes removing existing staff bedroom walls to open up to the existing open area to accommodate fourteen (14) beds total on the west end of the building, remodel of two restrooms to meet accessibility standards, the installation of two new concrete door landings, one new door landing with stairs and handrails, as well as reversing the swing of an existing door. NPRM had anticipated that this phase of construction would take approximately three to four months to complete.

At its meeting on November 17, 2020, staff provided an update to Council regarding the progress of the NPRM's remodel project. The Council was informed that the NPRM's project had experienced delays due to the pandemic as well as encountering structural issues during the demolition process.

At its meeting on January 19, 2021, Council was provided an update on the status of the NPRM project. The update included that the NPRM had been issued a permit for the structural revision to correct the issues encountered during the demolition process on November 25, 2020. Staff met with the NPRM on January 4, 2021, to discuss the progress of the project. The NPRM informed staff that the project timeline has been impacted by the ongoing COVID-19 pandemic, noting

that they received a letter from one of their suppliers informing them that the delivery of their order had been delayed due to the pandemic. A framing inspection was provided by the City's Engineering Department-Building Division on January 5, 2021, and a second framing inspection on January 8, 2021, which NPRM passed.

At its meeting on August 17, 2021, staff provided an update to the Council regarding the progress of the NPRM's remodel project as well as information in regard to violations of the conditions outlined in Conditional Use Permit 2018-041-C and Porterville Development Ordinance, which were observed on August 10, 2021. The violations included a recreational vehicle observed onsite that was being occupied as a residence with an electrical extension cord connected to the recreational vehicle. Chapter 304.11 of the Development Ordinance states that "Parking and storing of recreational vehicles, boats, campers, trailers, and similar vehicles are prohibited from being stored for a period longer than seventy-two hours (72) hours in the front yard setback. They may be stored in the side or rear yard behind a minimum six-foot high, solid fence. At no time are recreational vehicles allowed to be occupied as residences. Connection to any combination of electrical, water, cable, or sewer facilities is considered *prima facie* evidence of occupation as a residence. At no time shall commercial vehicles greater than a one-ton rating be parked or stored on residentially zoned properties. Storage on the street is limited pursuant to Sections 17-10.4, 17-11.7, 17-11.8, and 17-11.9 of the Porterville Municipal Code." Tents were also observed to be erected on site outside of the approved season and timeframe outlined in Condition 10 of the CUP. Condition 10 states "The temporary use of tents for overflow of patrons may be permitted during the winter months, provided that the usage and assembling of the tents be opposite of office hours, erecting tents after 7 p.m. and removing them before 7 a.m." NPRM remedied the violations within seventy-two (72) hours.

At its meeting on October 19, 2021, staff provided an update to the Council regarding the progress of the NPRM's remodel project. The Council was informed that the NPRM had one inspection since the update provided to the City Council on August 17, 2021, which occurred on September 29, 2021. The inspection was for underground plumbing for the restroom remodel, which passed. During the inspection, the NPRM disclosed that while cutting the existing concrete slab for the restroom remodel, a four-foot section of the exterior footing fell apart. The NPRM was requested to have the footing evaluated by an engineer to provide a design to correct the issue.

The Council was also informed that on September 24, 2021, the Porterville Police Department and Code Enforcement responded to the NPRM for the discharge of dangerous fireworks. The suspect was found to be in possession of additional fireworks and was administratively cited. While onsite Code Enforcement observed conditions of the neighboring property (14 S. A Street), which is also operated by NPRM, that were not in compliance with the 1997 Uniform Housing Code. The conditions observed included the rear yard being utilized as a living space with an outdoor shower built in close proximity to an existing electrical panel. Food and other items have also been allowed to accumulate in the yard along with multiple tarp covered areas that have been erected, creating an attractive nuisance and possible fire hazard. The property owner was notified and required to remedy the conditions by November 1, 2021.

CUP 2018-041-C does not include provisions for the property located at 14 S. A Street. Resolution 43-2019 included NPRM Site and Operations Plan as Attachment A, which outlines that 14 S. A Street provides for six long-term residential beds and two emergency shelter beds for women. City staff inspected the property located at 14 S. A Street on October 12, 2021, and found that the conditions that were out of compliance with the 1997 Uniform Housing Code had been remedied.

At its meeting on February 1, 2022, staff provided an update to the Council regarding the progress of the NPRM's remodel project. The Council was informed that the NPRM had four successful inspections since the update provided to the City Council at its meeting on October 19, 2021, including an inspection of foundation forms to address a foundation issue in accordance with an engineer's design on October 19, 2021, framing and wall insulation for the east restroom on January 7, 2022, sheetrock on January 18, 2022, and shower pan inspection on January 24, 2022.

At its meeting on August 16, 2022, staff provided an update to the Council that the NPRM received a final on the bathroom remodel on April 11, 2022, and that the Chief Building Inspector met with a NPRM representative to review the exterior ADA requirements to be completed with the next stage of the project.

At its meeting on February 21, 2023, staff provided an update to the Council that the NPRM has completed the concrete landing for the two east doors, which passed inspection on January 27, 2023.

At its meeting on August 8, 2023, staff provided an update to the City Council, the NPRM met with the Chief Building Inspector to review the layout of an ADA ramp to be utilized for exiting the west side of the facility. The remaining work to be completed in accordance with the NPRM's approved plans is the construction of stairs and handrailing at the center door and to bring the west ramp into compliance.

Since the last update provided to Council, the NPRM completed the construction of the ramp leading to the front door. The ramp was inspected and approved by the Building Division. The NPRM's next component of the project is to construct a landing and a set of stairs in front of the raised door on the North side of the building.

The Code Enforcement Division has not issued any notices of violation to the NPRM since the last update was provided.

RECOMMENDATION:

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Claudia Calderon, Acting Community Development Director

Final Approver: Patrice Hildreth, City Manager



CITY COUNCIL AGENDA – MARCH 19, 2024

SUBJECT: Authorization to Repair City Well No.15

SOURCE: Public Works

COMMENT: The City of Porterville's Well No. 15, located on the Southwest corner of Morton Ave. and G St., has experienced an operational failure of a submersible motor. The water system's demand depends on all wells being operational, making it imperative that Well No. 15 be restored. Failure to correct this issue would affect the city's overall water system pressure and production capabilities.

To secure the supplies for the pump repair company, three (3) bids were requested, and two (2) bids were received, with one (1) company unresponsive from these local pump repair companies:

<u>Company</u>	<u>Total</u>
Carver Pump	\$ 20,074
S.A. Camp Pump and Drilling	\$ 24,667
Zim Industries	Unresponsive

Carver Pump was the lowest bidder to respond. In addition, they are immediately available to supply the replacement parts for City Well No. 15 at a cost not to exceed \$20,081 (inclusive of all parts, taxes, and contingencies). The total repair cost will be funded by the Water Operating Fund.

RECOMMENDATION: That City Council:

1. Direct the Finance Director to initiate a Purchase Order to Carver Pump for an amount not to exceed \$22,081 (inclusive of all parts, taxes, and contingency) for the replacement parts for City Well No. 15; and
2. Direct the Finance Director to make payment to Carver Pump upon receipt of the invoice approved by the Public Works Director.

ATTACHMENTS:

1. Carver Pump Service Quote
2. S. A. Camp Pump and Drilling Company Quote
3. City Well15 Location Map

Appropriated/Funded:

Item No. 1.

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: Patrice Hildreth, City Manager

CARVER PUMP SERVICE

139 North Cain Street
Visalia, California 93292
(559) 622-0622

1-855-6CARVER
CALIFORNIA CONTRACTOR'S
LICENSE - C61 D21 #547257



Estimate #	<hr/>
Date	<u>2/22/2024</u>
Customer	<u>city of porterville</u>
Address	<hr/> <hr/>
Telephone	<u>Jon 559-756-3515</u>

Acceptance of this proposal is an agreement by the customer to pay in full for all services within 30 days of the date invoiced. Carver pump will charge, and customer agrees to pay, finance charges of 2 percent per month on the unpaid balance.

CARVER PUMP SERVICE

CUSTOMER

Salesman

Jeffrey Demacabalin

Approved by

Purchaser

Address

S. A. CAMP PUMP AND DRILLING COMPANY
P.O. BOX 82575 BAKERSFIELD CA 93380-2575
17876 ZERKER RD BAKERSFIELD CA 93308
PHONE (661) 399-2976 FAX (661) 399-8063 CA LIC# 346951
----ESTIMATE----

CUSTOMER: CITY OF PORTERVILLE
ATTN: JONATHON

DATE: 3/11/24
PHONE: 559-756-3515

QTY	DESCRIPTION	AMOUNT
1	60 HP 480 VOLT 3 PHASE HITACHI SUB MOTOR	
1	8 STAGE BERKELEY PUMP END	
250'	#4 WIRE	
2	#4 SPLICE KITS	
2	#6 SPLICE KITS	
TOTAL AMOUNT FOR THE ABOVE MATERIAL AND 9-1/4% SALES TAX...		24,667.00

THE ABOVE ESTIMATE AMOUNT MAY CHANGE DUE TO
UNFORSEEN VENDOR PRICING.

QUOTED BY: JOSE FELIX

JF/jr



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

CITY WELL 15

DRAWN BY	GG
CHECKED BY	
SCALE	1" = 200'
DATE	3/12/2024

SHEET
1
OF
1



CITY COUNCIL AGENDA – MARCH 19, 2024

SUBJECT: Authorization to Negotiate a Consultant Contract - Santa Fe Byway Public Artist

SOURCE: Engineering and Project Management

COMMENT: At its meeting on February 6, 2024, the City Council authorized the distribution of a Request for Proposals (RFP) for the design, fabrication, and installation of two (2) art installations (sculpture/statue) adjacent to the trail. On March 11, 2024, staff received one (1) Statement of Qualifications (SOQ) in response to the RFP. Staff reviewed the proposal received and found that the submitting artist is qualified and has extensive experience working with other cities to provide similar services as defined in this RFP. The lone SOQ was received from Adrian Litman Art & Design of Santa Rosa, CA.

Staff is pleased with the qualifications and experience and recommends negotiating a contract with them for the art components of this project. Staff will seek Council approval of a Service Agreement at a later meeting.

RECOMMENDATION: That the City Council authorize staff to negotiate a scope of services contract with Adrian Litman Art & Design for the art component of the Santa Fe Byway Revitalization and Beautification Project.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager



CITY COUNCIL AGENDA – MARCH 19, 2024

SUBJECT: Murry Park Pool Concession License Renewal

SOURCE: Parks and Leisure Services

COMMENT: The Concession License for the Murry Park City Pool concession building, located at 97 N. Park Drive, is up for renewal. Valley Paradigm Corporation has held the License since 2018 and has expressed interest in renewing it. The Concession License is for the general sale of soft drinks, ice cream, hot dogs, pre-packaged food, and general confectionery articles and products. The License states that the Licensee shall not sell or serve any type of alcoholic beverages on the premises. The proposed License Agreement requires the Licensee to comply with all Federal, State and local laws, rules and regulations. The Licensee also shall maintain a City of Porterville non-profit business license during the term of the Concession License.

The proposed term of the License Agreement renewal is three years, with the Licensee being required to pay the City \$300 for each month in which the concession building is utilized for concession activities in 2024. The monthly fee is further proposed to increase annually by \$25. On February 1, 2024, the Parks and Leisure Services Commission unanimously recommended the three-year Concession License renewal with Valley Paradigm.

RECOMMENDATION: That the City Council approve the renewal of the Murry Park Pool Concession License with Valley Paradigm Corporation for a three-year term.

ATTACHMENTS: 1. VP Pool Concession Renewal 2024

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager

CITY OF PORTERVILLE POOL CONCESSION LICENSE

The City of Porterville, hereinafter referred to as "CITY" hereby grants to Valley Paradigm Corporation, hereinafter referred to as "LICENSEE," a license for services to the public in general, of the sale of soft drinks, ice cream, hot dogs, pre-packaged and outdoor grilled food, and general confectionary articles and products at the Murry Park Pool Concession building located at 97 N. Park Drive, Porterville, California. For the purposes of this License, "LICENSEE" shall mean Valley Paradigm Corporation and/or any of its employees, volunteers, agents or other representatives.

1. Term of this License Agreement shall be three years.
2. This License Agreement replaces and supersedes any and all prior License Agreements.
3. The LICENSEE'S appointment is conditional upon it passing a drug/alcohol test, fingerprint clearance, and/or reference check. This applies to all employees, volunteers, agent or other representatives working at CITY facilities. LICENSEE'S signatory to this License will be the primary contact concerning this License and is responsible for custody and control of any and all keys or other security devices or code provided by CITY to LICENSEE for the facilities.
4. The LICENSEE shall, at all times during the term of said License, keep and maintain concession buildings open for the convenience of patrons at Murry Park during the hours in which said Park is being utilized for recreational and family swimming or at any other time the CITY deems the operation of the concession necessary for special activities. Failure to operate the concession facilities during the specified periods is a breach of this Agreement and shall constitute grounds for termination of this Agreement.
5. Each employee, volunteer, agent or other representative should: a) be clean, neat, and well-groomed; b) be professional, courteous, and friendly to the public; and c) adhere to the CITY personnel policy regarding dress code.
6. The LICENSEE shall keep and maintain all concession facilities, equipment and grounds at and around said concession building in good and sanitary condition and shall keep and maintain all of the concession fixtures and equipment in good condition and repair.
7. The LICENSEE shall not sell or serve any type of alcoholic beverage on the premises.
8. The LICENSEE shall arm the concession building and lock all gates upon closing the concession building and facility. The LICENSEE shall turn in all keys to the CITY five days after expiration of term.

9. In the event the LICENSEE shall coordinate the placement of refrigerators or vending and dispensing machines at the facility, LICENSEE shall ensure such machines are disengaged from CITY-provided utilities promptly at the conclusion of the term of this license. The LICENSEE shall also see to it that any type of machine or equipment does not block any door entrance.

10. In the event the LICENSEE shall fail, neglect or refuse to abide by and perform the terms, conditions, covenants, and agreements hereof, the CITY may, at its option, terminate and cancel this License and in the event of a termination of this License, the LICENSEE shall surrender up and deliver to the CITY complete possession of the premises where said License is being operated within 30 days after receiving notice to vacate. The apparent commission of a crime by LICENSEE or any of LICENSEE'S employees, contractors, agents, or volunteers during the term of this Agreement is grounds for immediate termination of this Agreement by the CITY.

11. The LICENSEE shall not assign, transfer or convey this license or any of the rights or benefits hereunder to any person, firm or corporation without first securing the written consent of the CITY, and said consent can be withheld for any reason.

12. The CITY, by its authorized agents and servants, reserves the right of entry upon the premises where said license is being operated for purposes of inspection.

13. Nothing herein shall be construed as making the CITY and the LICENSEE partners and/or the parties engaging in joint ventures.

14. The LICENSEE shall maintain compliance with all Federal, State and local laws, rules and regulations.

15. The LICENSEE shall pay to the City of Porterville by the 5th day of each month a fee of \$300 for each full month in which the concession building is utilized for concession activities in 2024, and the monthly fee shall increase \$25 per year for each additional year of the License. The monthly fee will be prorated for months the building is only open part of the month.

16. To the fullest extent permitted by law, the LICENSEE shall and hereby does agree to hold harmless, save, defend and indemnify the CITY, and all of its officers, agents, employees and volunteers of and from all manner of claims, demands, losses, damages, actions or causes of actions of all persons arising from or in any way connected with the use, occupation or employment of said License, or activities engaged in, or carried on, or conducted upon the premises by the LICENSEE, together with costs and attorney's fees, except for losses due to the sole negligence or willful misconduct of the CITY.

17. LICENSEE shall secure and maintain, at LICENSEE'S expense, liability insurance including product liability with a two million dollar (\$2,000,000) combined single limit for property damage and injury, including death, to one or more persons, and

deposit with the CITY an original certificate of said insurance, naming the CITY, its officers, agents and employees as an additional insured on LICENSEE'S policy.

18. The LICENSEE shall maintain Workers' Compensation Insurance for all its employees and volunteers who are in any way connected with the performance of LICENSEE'S concessionary interest to the extent as provided by law.

19. The LICENSEE shall maintain a City of Porterville Non-profit Business License during the term of this Concession License.

20. The LICENSEE shall maintain and keep adequate records of its sales from the licensed premises and agrees to permit the City to examine said records on demand. In addition, LICENSEE, shall submit a completed Monthly Concession Report Form to the City no later than the fifth day of the month following any month during which the LICENSEE conducted concession sales.

21. The LICENSEE shall have the right and privilege, provided it is not in default of the terms and provisions of the License, at the end of the term or sooner termination thereof, to remove from the Licensed premises all personal property belonging to the LICENSEE, together with their stocks, goods and wares and trade fixtures that LICENSEE may have installed, provided the same can be removed without material injury to the premises and the LICENSEE hereby acknowledges receipt of the premises in good condition and repair.

22. Notwithstanding any provision of this agreement to the contrary this agreement may be terminated by either party, with or without cause, by giving the other party thirty days written notice of termination. Notice shall be given by personal delivery or first-class mail, return receipt requested.

23. Attorney Fees. If any litigation is commenced between the parties to the Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for its attorney's fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

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

25. During the entire term of this License, LICENSEE shall not suffer, allow, or permit any income, profit, or emolument gross and net from any of its activities arising from, connected with, or in any manner associated with the use and employment by the LICENSEE of this License to inure, to be paid to, or delivered to the benefit of any

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

IN WITNESS WHEREOF the parties have executed this License Agreement at Porterville, California this 19th day of March, 2024.

CITY OF PORTERVILLE

LICENSEE

By: _____
Martha A. Flores, Mayor

BY: _____

ATTEST:

BY: Patrice Hildreth, City Clerk

APPROVED AS TO FORM:

Julia M. Lew, City Attorney



CITY COUNCIL AGENDA – MARCH 19, 2024

SUBJECT: Authorization for the Barn Theater to Sell Safe and Sane Fireworks from the City's Parking Lot at the Barn Theater

SOURCE: Parks and Leisure Services

COMMENT: For more than sixty (60) years, the Barn Theater, located at 42 South Plano Street, has been providing community entertainment. In April 2017, the City Council approved the Revocable License Agreement renewal with the Barn Theater with a twenty-five (25) year term effective April 18, 2017, through April 17, 2042. This was the second consecutive twenty-five (25) year License Agreement between the City and the Barn Theater. The Agreement states that 'the property is deemed suitable, necessary, and proper for use by the Barn Theater in carrying on and conducting a community enterprise of a non-profit, non-political, and non-religious nature for which the Barn Theater has been incorporated and organized, and is now engaged in, carrying on and conducting as a community enterprise, and for the benefit, enlightenment, amusement, recreation, education and advancement of the Porterville area, and not for the profit of any individual or enterprise.'

During the pandemic, the Barn Theater, similar to other non-profit organizations, attempted new types of activities to continue providing some sort of offerings to the community and needed revenue for the organization. The Barn Theater Board of Directors expressed an interest to the City in having the Agreement amended to provide clarity on what types of fundraising activities the Barn Theater can provide for the community. Fundraising enables the Barn Theater to fulfill its primary purpose of providing community enrichment activities and theater programs. At its meeting on November 30, 2022, the City's Internal Audit Committee finalized the draft amendment to the current Revocable License Agreement. The proposed amendment that was agreed upon by the Barn Theater representatives and the Internal Audit Committee is: "As a community non-profit that is dependent on its fundraising activities, the Barn Theater shall be allowed to conduct fundraising and/or community enrichment activities at the property including, but not limited to fine arts performances and recitals, concerts, comedy nights, art displays and art nights, talent shows, dance shows, dinners and luncheons, Christmas parties, weddings, birthday parties, and baby showers and shall be allowed to sublicense the property to community clubs for such clubs' meetings." On January 17, 2023, City Council approved the aforementioned proposed amendments to the Revocable License Agreement between the City and the Barn Theater. In addition to other minor edits and clarifications, the amended Revocable License Agreement modified the term of the current Agreement from twenty-five (25) years to five years, with a mutual option for an extension of an additional year.

The Barn Theater was recently selected in the City's annual lottery for non-profit organizations interested in selling Safe and Sane Fireworks for the days leading up to the Fourth of July. A Barn Theater representative inquired with City staff about conducting the fireworks sales from the City's parking lot at the Barn Theater. City staff believes that the desire to raise funds is in alignment with the intent stated in the current agreement the City has with the Barn Theater to conduct various types of fundraising activities. The site plan for the proposed temporary fireworks booth was reviewed by Fire Marshall and was found to meet the requirements set by the Fire Department.

RECOMMENDATION: That the City Council authorize the Barn Theater to sell fireworks on APN 261-210-007 adjacent to the Barn Theater and authorize the City Manager or their designee to sign the Safe and Sane Fireworks Property Use Declaration.

ATTACHMENTS:

1. Barn Theater 42 S Plano Porterville 2024 Site Plan
2. Locator Map
3. Safe and Sane Fireworks Property Use Declaration

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager

DATE: 2024 SALESMAN: Greg Van Scyoc CITY: Porterville

ACCT #: 605206 ORGANIZATION: The Barn Theater

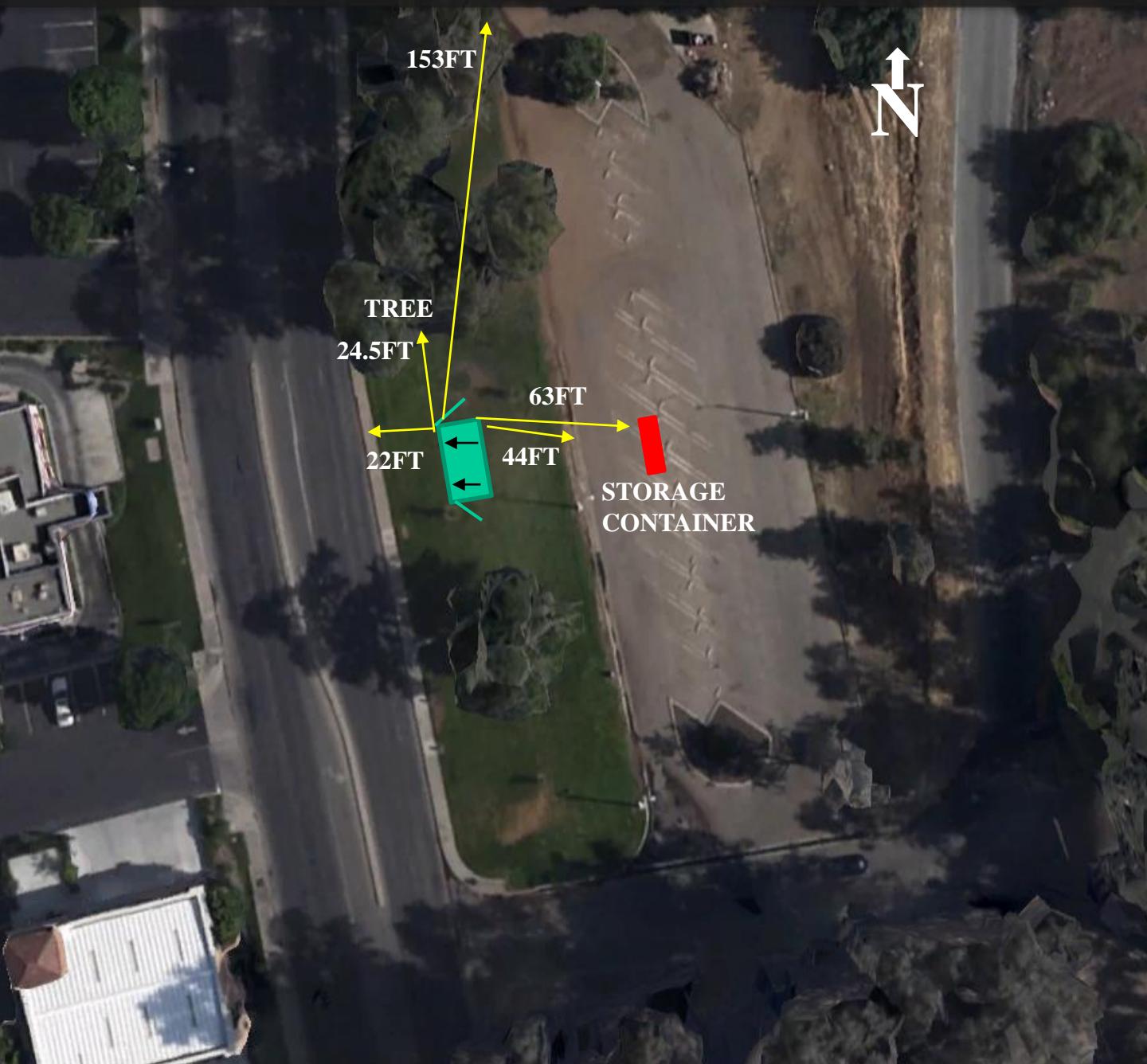
CHAIRMAN: Melanie Tyler PHONE: Home (559) 361-4287 (559)

STAND SIZE: 24' STAND UP DATE: 6/22 STAND DOWN DATE: 7/10 NOON

ADDRESS / INTERSECTION: 42 S Plano AREA: Barn Theater

SPECIAL INSTRUCTIONS: Place 24' Stand in grass area facing Plano St .Go off measurements

The red is the storage container it needs to go this direction



Locator Map

Barn Theater Parking Lot



PROPERTY USE DECLARATION

Safe and Sane Fireworks Sales
City of Porterville

I, (NAME) _____, am the legal owner/leasee of the property, or the duly authorized representative of the property, known by the common address:

Do hereby give permission for:

_____Phantom Fireworks Western Region LLC _____ (Name of Applicant)

DBA Phantom Fireworks – The Barn Theater _____ to sell Safe and Sane Fireworks
On the above listed property provided that he/she meets all of the provisions of the law and rules of the Porterville Fire Department. Further, I hereby grant permission to the City of Porterville and/or the above entitled Fire Department to enter the above mentioned property to dismantle and remove the fireworks retail stand and any litter left as a result of the use of the property for the sale of fireworks. This work is to be accomplished at no cost to the property owner.

The undersigned shall also save, keep and hold harmless the City of Porterville, its officers, agents, employees and volunteers from all damages, costs or expense in law or equity that may at any time arise or be set up because of damages to property or personal injury received in the course of this activity.

Signed _____ Dated _____

Witness _____ Dated _____



CITY COUNCIL AGENDA – MARCH 19, 2024

SUBJECT: 2023 General Plan Annual Progress Report

SOURCE: Community Development

COMMENT: Pursuant to Government Code Section 65300, each city and county is required to adopt a comprehensive, long-term general plan to guide the physical development of the incorporated city and land outside city boundaries that bears a relationship to its planning activities. The general plan serves as a blueprint for future growth and development. As such, the plan contains policies and programs designed to provide decision-makers and staff with a solid foundation for land use and development decisions.

State law further requires each jurisdiction to complete an annual report on the general plan, which is submitted to the local planning agency (the City Council), the Governor's Office of Planning and Research (OPR), and the California Department of Housing and Community Development (HCD) in accordance with Government Code Section 65400. This report must:

- Identify compliance with the State General Plan law and State General Plan Guidelines; and
- Identify status of the general plan and the process towards its implementation.

The City of Porterville most recently updated the General Plan in 2008, creating the Porterville 2030 General Plan. The update brought the General Plan into legislative compliance at that time and added optional elements for: Economic Development; Parks, Schools, and Community Facilities; and Public Utilities. Porterville's Housing Element is published separately and updated on a different timeline, with its most recent update occurring in December 2015 as part of a coordinated effort with Tulare County. The 2030 Porterville General Plan contains the following elements:

- Land Use;
- Economic Development;
- Circulation;
- Parks, Schools & Community Facilities;
- Open Space & Conservation;
- Public Health & Safety;
- Public Utilities;
- Noise; and

- Housing.

The City of Porterville made progress towards implementing the guiding and implementation policies of the current General Plan during the 2019, 2020, 2021, 2022, and 2023 calendar years. Each section of the General Plan Annual Progress Report includes a summary of the overall objectives of the element along with a summary of activities initiated or completed for each year, which show progress on the policies of the element. The activities listed focus primarily on actions that authorize physical improvements or the establishment of new uses and may not be an exhaustive list of all General Plan implementation progress made during the applicable calendar year.

Following the City Council's receipt of the General Plan Annual Progress Reports, the Reports will be sent to OPR and HCD for their review/filing.

RECOMMENDATION: That the City Council review the 2019-2023 General Plan Annual Progress Reports and direct the Planning Division to submit the report to the California Department of Housing and Community Development and the Governor's Office of Planning and Research.

ATTACHMENTS:

1. Porterville General Plan APR 2019_Final Draft
2. Porterville General Plan APR 2020_Final Draft
3. Porterville General Plan APR 2021_Final Draft
4. Porterville General Plan APR 2022_Final Draft
5. Porterville General Plan APR 2023_Final Draft

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Acting Community Development Director

Final Approver: Patrice Hildreth, City Manager



City of Porterville General Plan Annual Progress Report Calendar Year 2019

Prepared for:

City of Porterville

291 N. Main Street

Porterville, CA 93257

Prepared by:

Provost & Pritchard Consulting Group

455 W. Fir Ave

Clovis, CA 93611



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Introduction

Purpose of this Report

California law requires each city and county to adopt a comprehensive, long-term general plan to guide the physical development of the incorporated city and land outside city boundaries that bears a relationship to its planning activities (Government Code Section 65300). The general plan serves as a blueprint for future growth and development. As such, the plan contains policies and programs designed to provide decision makers and staff with a solid foundation for land use and development decisions.

State law further requires each jurisdiction to complete an annual report on the general plan, which is submitted to the local planning agency (the City Council), to the Governor's Office of Planning and Research (OPR), and to the California Department of Housing and Community Development (HCD) in accordance with Government Code Section 65400. This report must:

- Identify compliance with the State General Plan law and State General Plan Guidelines; and
- Identify status of the general plan and the process towards its implementation.

The annual report is also required to include the information listed below, which are specific to reporting on progress related to implementation of the housing element, a subset of the larger general plan document:

- Describe the City's progress in meeting its Regional Housing Needs Allocation;
- Describe progress in addressing/removing governmental constraints to the maintenance, improvement, and development of housing; and
- Identify any surplus lands within the jurisdiction.

The Housing Element Annual Progress Report is required to be submitted on forms provided by HCD and is often submitted as a separate report to HCD and OPR. The City of Porterville has completed the Housing Element Annual Progress Report for the calendar year 2019 and has submitted that report under separate cover. Therefore, the above housing element-specific items are not included within this General Plan Annual Progress Report.

State law requires that the General Plan Annual Progress Report be submitted by April 1 of each year and cover progress made during the previous calendar year (January through December). This Annual Progress Report summarizes the City's progress towards implementing its General Plan during the 2019 calendar year.

2030 Porterville General Plan

The City of Porterville most recently updated its General Plan in 2008. The update brought the Plan into legislative compliance at that time and added optional elements for: Economic Development; Parks, Schools, and Community Facilities; and Public Utilities. Porterville's Housing Element is published separately

and updated on a different timeline, with its most recent update occurring in December 2015. The 2030 Porterville General Plan contains the following elements:

- Land Use;
- Economic Development;
- Circulation;
- Parks, Schools & Community Facilities;
- Open Space & Conservation;
- Public Health & Safety;
- Public Utilities;
- Noise; and
- Housing.

Amendments

In 2019, the City of Porterville adopted the following General Plan Amendments:

Amendment Number	Approval Date	Description
2018-01	6/4/2019	Change land use designation on portions of Assessor Parcel Numbers 261-320-070, 261-320-071, and 261-320-064 from Retail Centers to Medium Density Residential for the proposed River View Villas Development Project.
2018-02	10/1/2019	Change land use designation of Assessor Parcel Numbers 246-111-59, -060, and -061 from Medium Density Residential to Retail Centers for the proposed Porter's Crossing Commercial Center Phase II at Henderson Avenue and Prospect Street.

Annexations

The City of Porterville General Plan includes implementation policies that encourage annexation of County islands and unincorporated lands within the City's Sphere of Influence.

In 2019, the City of Porterville processed the following Annexation requests:

Annexation Number	Approval Date	Description
Annexation 482	7/16/2019	Annexation of a substantially developed county island, consisting of approximately 22.9 acres, into the City of Porterville. Assessor Parcel Numbers: 254-050-005, -009, -024, -035, -039, -040, -055, -056, -057, -058, -059, -060, -061, -062

General Plan Implementation Progress

The following sections discuss the progress the City of Porterville made towards implementing the guiding and implementation policies of the current General Plan during the 2019 calendar year and are organized by General Plan element. Each section includes a summary of the overall objectives of the element along with a summary of activities initiated or completed in 2019 that show progress on the policies of the element. The activities listed focus primarily on actions that authorize physical improvements or the establishment of new uses and may not be an exhaustive list of all General Plan implementation progress made during the applicable calendar year.

Land Use Element

The Land Use Element assists in the orderly development of the community and designates general distribution of land for housing, business, public buildings and grounds, and other categories of public and private land use. The Element also establishes standards of population density and building intensity. The General Plan provides policies and standards for various land use types, which are summarized below. The activities identified for each land use type focus primarily on private development activity, including planning applications approved and building permits issued in 2019.

While this report focused on data based on approvals and completion of projects that were approved by the City Council, additional permit approvals can be made at staff level by the Zoning Administrator. However, Zoning Administrator approvals would typically include accessory structures or determinations of relief for fence height or setbacks and are often tied to a larger planning approval heard by City Council or tied to the issuance of a building permit, both of which are already reported below.

Residential Projects

Seven residential land use designations are identified in the General Plan that range in density from a maximum of 2.5 units per acre up to a maximum of 24 units per acre. These designations are intended to identify areas that are acceptable for housing; clarify the overall type of housing to be developed within each designation; and allow for a mixture of housing types, lot sizes, and affordability. Each residential designation includes a unit-per-acre maximum density expressed in units per gross acre. Types of housing include single-family units, multiple-family units including duplexes and apartment buildings, and mobile homes.

2019 Activities

The City approved several entitlement applications or issued building permits for residential projects, as follows:

- Approval of the River View Villas Subdivision, 62 units (Resolution No. 45-2019)
- Approval of the 4th St. Duplexes Tentative Subdivision Map, 8 multi-family residential lots (Resolution 37-2019)
- Extension of Time for Sierra Valley Tentative Subdivision Map, 74 single-family residential lots (Resolution No. 03-2019)

- Extension of Time for Armalene Estates Tentative Subdivision Map, 62 single family residential lots (Resolution No. 04-2019)
- Extension of Time for the Royal Oaks Vesting Tentative Subdivision Map, 191 single family residential lots (Resolution 88-2019)
- 78 building permits were issued for new residential construction.

The City also leveraged partnerships with various groups to facilitate residential projects or provided funding through assistance programs, as follows:

- The City partnered with UP Holdings to develop Finca Serena, an 80-unit affordable housing apartment complex using a variety of public funds.
- The City expedited entitlement processing for special populations housing and worked together with the Housing Authority of Tulare County on the Lotas Street Apartments, an 8-unit multifamily, affordable housing project that opened in 2019 following completion.
- City issued building permits for Nupchi Xo' Oy, a 40-unit affordable housing project for Tule River Tribe and Porterville Community members.
- Community Development Block Grant (CDBG) Funds & the Home Investment Partnerships Program (HOME) were prioritized to promote Affordable Housing Programs. Under the First Time Homebuyer Assistance Program, the City has helped to mitigate one of the single largest barriers to obtaining affordable housing, and has made the homeownership dream a reality for low- to moderate-income people who would not otherwise have been able to purchase a home without the City's assistance. Additionally, the funds available for the Housing Rehabilitation and Public Utilities Program assisted qualified homeowners to make health and safety improvements to their homes that they otherwise could not afford. Providing new affordable rental housing has a very positive effect on the community where such housing is in great demand.
 - 11 low-to-moderate income households, (two with CDBG funds and nine with HOME funds) were issued 30-year deferred 1% interest loans that helped with down payment, gap, and closing costs to help them have an affordable mortgage payment. This represents an investment of \$725,703.57.
 - Program Income (PI) funds were leveraged as the City received over \$400,000 in PI from repayment of First Time Homebuyer loans.

Commercial/Industrial Projects

The General Plan includes seven commercial and industrial land use designations listed in the Commercial/Office/Industrial category. These designations are intended to provide services and employment opportunities to both local residents and people from surrounding communities. The designations note the appropriate building intensity and commercial or industrial uses appropriate in each area.

2019 Activities

- No substantial projects were ready to be approved.
- Seven building permits were issued for improvements to existing commercial/industrial structures.

Mixed Use Projects

The General Plan includes two mixed-use land use designations. The Downtown Mixed-Use designation encourages a higher-density, vertical mix of uses with residential or office uses above ground floor retail or other commercial uses. It also provides for the development of more multi-family residential within walking distance of Downtown. The Commercial Mixed-Use designation allows for lower density but still multi-story development where the uses may be either horizontally or vertically mixed.

The City works diligently to encourage and assist with proposals for mixed-use projects. Although no projects were approved during the 2019 reporting period, the City continues to support the mixed-use concept to help stimulate revitalization, especially in the downtown areas where unoccupied buildings are common.

2019 Activities

- No substantial projects were ready to be approved.
- No building permits issued.

Economic Development Element

The Economic Development Element contains policies and actions that enable the City to direct local resources to retain and assist local businesses and attract new industry that will increase its tax base and economic diversity. This Element has been included in the City's General Plan to strengthen community development activities, enhance economic growth, and reinforce the planning process as a positive part of economic development. In addition, this Element seeks to improve the local business climate by providing jobs for its growing population, creating opportunities for supply of retail goods and services that are needed in the community, fostering the development of a City that sustains its downtown, and supporting regional-serving and neighborhood commercial centers that can meet the everyday needs of residents.

2019 Activities

- **Community Development Block Grant (CDBG) Funds** were prioritized for economic development activities that created or retained low- to moderate-income jobs.
 - Under the Business Assistance Programs, the City had three applicants who were all approved for low-interest loans in FY 18/19. As a result of this \$128,788.57 investment, one job was created and 2 were retained.
- **Request for Information (RFIs) from Tulare County Economic Development Corporation (TCEDC).** The City of Porterville responded to 13 RFIs from the TCEDC in FY 19/20. Despite not leading to development, the City of Porterville continues to work closely with the TCEDC and the State of California's Go-Biz office to explore development opportunities for Porterville.

Circulation Element

The Circulation Element is intended to provide guidance and specific actions to ensure the continued safe and efficient operation of Porterville's circulation system. The Element is based on a fundamental philosophy that traffic conditions in the City can be managed through a comprehensive program of transportation planning, land use planning, and growth management strategies. This Element includes

provisions for roadways, transit, aviation, pedestrian, and bicycle transportation modes, as well as parking. The intent of the Element is to:

- identify transportation needs and issues within the City, as well as regional relationships that affect the transportation system;
- consider alternatives other than the single-occupant vehicle as essential in providing services and access to facilities; and
- establish policies that coordinate regional transportation planning circulation systems with General Plan and area plan land use maps and provide direction for future decision-making.

2019 Activities

- **Completion of the Downtown Parking Lots Perimeter Improvement Project.** This project consisted of removing existing concrete improvements and replacing them with new curb ramps, driveways, stamped concrete, parkway trees, and other pedestrian amenities along the perimeter of the existing parking lots in Downtown. The project was initially started in 2017; the City Council accepted the project as complete and filed a Notice of Completion in 2019.
- **Completion of the Orange Avenue and Henderson Avenue Rehabilitation Project.** This project included the removal and replacement of asphalt, ramps, and alley approaches on Orange Avenue from Plano Street to Main Street as well as on Henderson Avenue from Newcomb Street to Patsy Street. The project also upgraded the traffic signals along Orange Avenue at the Main Street and Wallace Street intersections.
- **Completion of the Plano Concrete Curb Ramp Project.** This project included the replacement of all concrete curb ramps and distressed asphalt from Henderson Avenue to Vandalia Avenue. This project also included the installation of water main pipes as noted under Public Utilities Element activities below.
- **Completion of the Plano Street Micro Surfacing Project.** This project completed a crack sealing of the existing pavement, applying a micro surfacing layer, and installing new striping and markings along Plano Street from Henderson Avenue to Vandalia Avenue.

Parks, School & Community Facilities Element

The Parks, School & Community Facilities Element presents Porterville's policies and programs for the development and maintenance of parks, schools, and community facilities. Additionally, this Element provides an inventory of existing and planned parks, recreation facilities, public schools, and other community facilities. This Element:

- serves as a guide for park planning and development documents prepared by the Department of Parks and Leisure Services and the Parks and Leisure Services Commission;
- provides adequate, flexible school sites by recommending and discussing potential sites for elementary, middle, and high schools; and
- promotes the development of community facilities as part of the network of public and private institutions that support the civic and social needs of the population.

2019 Activities

- **Completion of the Concrete and ADA Improvements Project.** This project included the removal and installation of portions of concrete improvements at City Hall, Centennial Plaza building, Second Street, Third Street, and Porterville Police Shooting Range to comply with ADA policies.
- **Authorization of the Henry House Property Improvements.** This action authorized the construction of park amenities and landscaping at the Henry House Property.

- **Authorization of the Library Improvement Project.** This action authorized the provision of a new family restroom and modernizing the existing elevator for the library.
- **Community Development Block Grant (CDBG) Funds** were prioritized to support the City-operated Youth Center.
 - Under the Youth Center Program, the City continued funding the Porterville Youth Center. In FY 18/19 the Youth Center averaged a daily attendance of 29 low-to moderate-income youth, with an unduplicated annual enrollment of 94 youth serviced of which 90.43% came from low- to moderate-income households. This represents an investment of \$103,335.15.

Open Space & Conservation Element

The Open Space & Conservation Element is intended to establish policies and actions for the conservation, development, and use of open space and natural resources. Topics addressed include open space, agriculture and farmland resources, land resources, including soils and minerals, biological resources, water quality, air quality, and cultural resources. The three General Plan initiatives this element addresses are: providing Porterville with a network of parks and open space; protecting ridgelines, visible hillsides, and significant environmental resources; and protecting community assets.

2019 Activities

No substantial open space and conservation element activities were implemented.

Public Health & Safety Element

The purpose of the Public Health & Safety Element is to identify the natural and man-made public health and safety hazards that exist within the City and to establish preventative and responsive policies and programs to mitigate their potential impacts. This Element addresses geologic hazards; wildfire hazards; hazardous materials; flood hazards; and safety services such as law enforcement, fire protection, and emergency response.

2019 Activities

- **Completion of the Library, Fire Station, and Airport Asbestos and Other Hazardous Materials Abatement Project.** This project included the removal of asbestos and hazardous materials at the Library, Fire Station, and Airport as preparation for future remodeling and painting at each location.
- **Authorization for the Police Department Communications Center Upgrade Project.** This action authorized the upgrade of the existing outdated communications work consoles for law enforcement dispatchers.
- **Approval to Purchase Three Fire Command Vehicles.** This action approved the purchase and replacement of three fire command vehicles along with the acquisition and installation of equipment on the new vehicles. The purchases were made prior to the start of peak fire season.

Public Utilities Element

The purpose of the Public Utilities element is to provide policies and programs to ensure that the public utilities and services the community relies on will have the capacity to serve new development under the

General Plan without degrading existing service levels. The public utilities provided by the City of Porterville or quasi-public organizations include water, wastewater, stormwater, solid waste, electricity, natural gas, and telecommunications.

2019 Activities

- **Completion of the Sewer Annexations 456A, 456B, 456C Project.** This project included the installation of 1.21 miles of sewer main and 207 sewer laterals in the Annexation 456A, 456B, 456C areas along with sewer main and laterals in the east Henderson area.
- **Completion of the Plano Water Main Replacement Project.** This project included the installation of water main pipe along Plano Street from Date Avenue to Vandalia Avenue. This project also included the replacement of concrete curb ramps and distressed asphalt as noted under the Circulation Element activities above.

Noise Element

The purpose of the Noise Element is to identify the existing noise sources within the City and to establish policies and programs to mitigate potential impacts through both preventative and responsive measures. The regulation of noise sources such as traffic, railroad operations, and aircraft operations is overseen by State and federal agencies; therefore, this element has a direct correlation with the land use, circulation, and housing elements.

2019 Activities

No substantial noise element activities were implemented.

Housing Element

As noted in the Introduction, HCD requires the reporting of the Housing Element on specific state reporting forms. The method of reporting of the Housing Element is established by HCD with the purpose of tracking overall housing production in a community, as well as a jurisdiction's progress toward meeting its Regional Housing Needs Allocation (RHNA). The City's Housing Element APR for 2019 has been completed and submitted to HCD separately.



City of Porterville General Plan Annual Progress Report Calendar Year 2020

Prepared for:

City of Porterville

291 N. Main Street

Porterville, CA 93257

Prepared by:

Provost & Pritchard Consulting Group

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Introduction

Purpose of this Report

California law requires each city and county to adopt a comprehensive, long-term general plan to guide the physical development of the incorporated city and land outside city boundaries that bears a relationship to its planning activities (Government Code Section 65300). The general plan serves as a blueprint for future growth and development. As such, the plan contains policies and programs designed to provide decision makers and staff with a solid foundation for land use and development decisions.

State law further requires each jurisdiction to complete an annual report on the general plan, which is submitted to the local planning agency (the City Council), to the Governor's Office of Planning and Research (OPR), and to the California Department of Housing and Community Development (HCD) in accordance with Government Code Section 65400. This report must:

- Identify compliance with the State General Plan law and State General Plan Guidelines; and
- Identify status of the general plan and the process towards its implementation.

The annual report is also required to include the information listed below, which is specific to reporting on progress related to the implementation of the housing element, a subset of the larger general plan document:

- Describe the City's progress in meeting its Regional Housing Needs Allocation;
- Describe progress in addressing/removing governmental constraints to the maintenance, improvement, and development of housing; and
- Identify any surplus lands within the jurisdiction.

The Housing Element Annual Progress Report is required to be submitted on forms provided by HCD and is often submitted as a separate report to HCD and OPR. The City of Porterville has completed the Housing Element Annual Progress Report for the calendar year 2020 and has submitted that report under separate cover. Therefore, the above housing element-specific items are not included in this General Plan Annual Progress Report.

State law requires that the General Plan Annual Progress Report be submitted by April 1 of each year and cover progress made during the previous calendar year (January through December). This Annual Progress Report summarizes the City's progress toward implementing its General Plan during the 2020 calendar year.

2030 Porterville General Plan

The City of Porterville most recently updated its General Plan in 2008. The update brought the Plan into legislative compliance at that time and added optional elements for: Economic Development; Parks, Schools, Community Facilities; and Public Utilities. Porterville's Housing Element is published separately

and updated on a different timeline, with its most recent update occurring in December 2015. The 2030 Porterville General Plan contains the following elements:

- Land Use;
- Economic Development;
- Circulation;
- Parks, Schools & Community Facilities;
- Open Space & Conservation;
- Public Health & Safety;
- Public Utilities;
- Noise; and
- Housing.

Amendments

No General Plan amendments were adopted during 2020.

Annexations

The City of Porterville General Plan includes implementation policies that encourage annexation of County islands and unincorporated lands within the City's Sphere of Influence.

In 2020, the City of Porterville processed the following Annexation requests:

Annexation Number	Approval Date	Description
Annexation 484	4/21/2020	Consolidation of the Central Mutual Water Company, a small water system that serves approximately 30 homes on South Kessing Street, south of Gibbons Avenue, just outside the city limit.
Annexation 485	10/20/2020	Annexation of an 11.62-acre site located in northwest Porterville, bounded to the north by west Linda Vista Avenue and to the east by north Newcomb Street, to allow for the development of the Citrus Blossom Tentative Subdivision Map. Assessor Parcel Number 243-130-042.

General Plan Implementation Progress

The following sections discuss the progress the City of Porterville made towards implementing the guiding and implementation policies of the current General Plan during the 2020 calendar year and are organized by General Plan element. Each section includes a summary of the overall objectives of the element along with a summary of activities initiated or completed in 2020 that show progress on the policies of the element. The activities listed focus primarily on actions that authorize physical improvements or the establishment of new uses and may not be an exhaustive list of all General Plan implementation progress made during the applicable calendar year.

Land Use Element

The Land Use Element assists in the orderly development of the community and designates general distribution of land for housing, business, public buildings and grounds, and other categories of public and private land use. The Element also establishes standards of population density and building intensity. The General Plan provides policies and standards for various land use types, which are summarized below. The activities identified for each land use type focus primarily on private development activity, including planning applications approved and building permits issued in 2020.

While this report focused on data based on approvals and completion of projects that were approved by the City Council, additional permit approvals can be made at staff level by the Zoning Administrator. However, Zoning Administrator approvals would typically include accessory structures or determinations of relief for fence height or setbacks and are often tied to a larger planning approval heard by City Council or tied to the issuance of a building permit, both of which are already reported below.

Residential Projects

Seven residential land use designations are identified in the General Plan that range in density from a maximum of 2.5 units per acre up to a maximum of 24 units per acre. These designations are intended to identify areas that are acceptable for housing; clarify the overall type of housing to be developed within each designation; and allow for a mixture of housing types, lot sizes, and affordability. Each residential designation includes a unit-per-acre maximum density expressed in units per gross acre. Types of housing include single-family units, multiple-family units including duplexes and apartment buildings, and mobile homes.

2020 Activities

The City approved several entitlement applications or issued building permits for residential projects, as follows:

- Approval of the Villas as Sierra Meadows Tentative Subdivision Map, 106 units (Resolution No. 10-2020)
- Approval of the Woodland Tentative Subdivision Map, 32 detached single-family residential lots, a 6,019± square foot pocket park (Resolution 03-2020)
- Approval of the Hillside Estates Tentative Subdivision Map, 28 single-family residential lots (Resolution No. 16-2020)

- 61 building permits were issued for new residential construction.

The City also leveraged partnerships with various groups to facilitate residential projects or provided funding through assistance programs, as follows:

- Community Development Block Grant (CDBG) Funds & the Home Investment Partnerships Program (HOME) were prioritized to promote Affordable Housing Programs. Under the First Time Homebuyer Assistance Program, the City has helped to mitigate one of the single largest barriers to obtaining affordable housing, and has made the homeownership dream a reality for low- to moderate-income people who would not otherwise have been able to purchase a home without the City's assistance. Additionally, the funds available for the Housing Rehabilitation and Public Utilities Program assisted qualified homeowners to make health and safety improvements to their homes that they otherwise could not afford. Providing new affordable rental housing has a very positive effect on the community where such housing is in great demand.
 - 2 low-to-moderate income households were issued 30-year deferred 1% interest loans that helped with down payment, gap, and closing costs to help them have an affordable mortgage payment.

Commercial/Industrial Projects

The General Plan includes seven commercial and industrial land use designations listed in the Commercial/Office/Industrial category. These designations are intended to provide services and employment opportunities to both local residents and people from surrounding communities. The designations note the appropriate building intensity and commercial or industrial uses appropriate in each area.

2020 Activities

- No substantial projects were ready for approval.
- 45 building permits were issued for commercial/industrial structures.

Mixed Use Projects

The General Plan includes two mixed-use land use designations. The Downtown Mixed-Use designation encourages a higher-density, vertical mix of uses with residential or office uses above ground floor retail or other commercial uses. It also provides for the development of more multi-family residential within walking distance of Downtown. The Commercial Mixed-Use designation allows for lower density but still multi-story development where the uses may be either horizontally or vertically mixed.

The City works diligently to encourage and assist with proposals for mixed-use projects. The City continues to support the mixed-use concept to help stimulate revitalization, especially in the downtown areas where unoccupied buildings are common.

2020 Activities

- Tractor Supply Co. was developed as part of the Pacific Rim Mixed-Use Development.
- Approval of Modification #3 to the Pacific Rim Commercial Mixed-Use Project Conditional Use Permit (PRC 2012-002-C) which reduced the Commercial component, converting it into additional

residential space by 104 multi-family units and resulting in a total of 352 units for this development. The development of additional housing helped increase the availability of housing stock, alleviating the statewide housing crisis.

- No new building permits issued.

Economic Development Element

The Economic Development Element contains policies and actions that enable the City to direct local resources to retain and assist local businesses and attract new industry that will increase its tax base and economic diversity. This Element has been included in the City's General Plan to strengthen community development activities, enhance economic growth, and reinforce the planning process as a positive part of economic development. In addition, this Element seeks to improve the local business climate by providing jobs for its growing population, creating opportunities for the supply of retail goods and services that are needed in the community, fostering the development of a City that sustains its downtown, and supporting regional-serving and neighborhood commercial centers that can meet the everyday needs of residents.

2020 Activities

- **Community Development Block Grant (CDBG) Funds** were prioritized for economic development activities that created or retained low- to moderate-income jobs.
 - Under the Business Assistance Programs, the City had two applicants, both of whom were approved for low-interest loans in FY 19/20 related to job creation. As a result of this \$50,625.70 investment, three jobs were retained.
- **Request for Information (RFIs) from Tulare County Economic Development Corporation (TCEDC).** The City of Porterville responded to 4 RFIs from the TCEDC in FY 20/21. Despite not leading to development, the City of Porterville continues to work closely with the TCEDC and the State of California's Go-Biz office to explore development opportunities for Porterville.

Circulation Element

The Circulation Element is intended to provide guidance and specific actions to ensure the continued safe and efficient operation of Porterville's circulation system. The Element is based on a fundamental philosophy that traffic conditions in the City can be managed through a comprehensive program of transportation planning, land use planning, and growth management strategies. This Element includes provisions for roadways, transit, aviation, pedestrian, and bicycle transportation modes, as well as parking. The intent of the Element is to:

- identify transportation needs and issues within the City, as well as regional relationships that affect the transportation system;
- consider alternatives other than the single-occupant vehicle as essential in providing services and access to facilities; and
- establish policies that coordinate regional transportation planning circulation systems with General Plan and area plan land use maps and provide direction for future decision-making.

2020 Activities

- **Completion of the Rails-to-Trails Corridor Lighted Crosswalk Project.** This project consisted of installing three high visibility lighted crosswalk systems with in-pavement light canisters, push

button actuators, and flashing LED pedestrian crossing signs. The lighted crosswalk systems were installed along the Rails-to-Trails at Mill Avenue, Oak Avenue, and Harrison Avenue.

Parks, School & Community Facilities Element

The Parks, School & Community Facilities Element presents Porterville's policies and programs for the development and maintenance of parks, schools, and community facilities. Additionally, this Element provides an inventory of existing and planned parks, recreation facilities, public schools, and other community facilities. This Element:

- serves as a guide for park planning and development documents prepared by the Department of Parks and Leisure Services and the Parks and Leisure Services Commission;
- provides adequate, flexible school sites by recommending and discussing potential sites for elementary, middle, and high schools; and
- promotes the development of community facilities as part of the network of public and private institutions that support the civic and social needs of the population.

2020 Activities

- **Completion of the demolition of the City Library.** The structure required emergency demolition after being catastrophically damaged by fire on February 18, 2020.
- **Completion of the City Restroom Facilities Projects.** The project included construction elements for the Airway Café that created an accessible restroom space and the renovation of existing restrooms at Veterans Park and Zalud Park for access compliance.
- **Completion of City Hall Fire Alarm Project.** The project included the installation of a non-proprietary replacement fire alarm system for City Hall located at 291 N. Main Street.
- **Community Development Block Grant (CDBG) Funds** were prioritized to support the City-operated Youth Center.
 - The City continued funding of the Porterville Youth Center, which saw a daily average attendance of 18 low-to-moderate-income youth. The Youth Center closed in March due to COVID-19, therefore only 55 of the 100 anticipated unduplicated youth were served, of which 96.63% were from low- to moderate-income households. As a result, \$9,259.73 of the allocated FY 19/20 entitlement funds were not expended.

Open Space & Conservation Element

The Open Space & Conservation Element is intended to establish policies and actions for the conservation, development, and use of open space and natural resources. Topics addressed include open space, agriculture and farmland resources, land resources, including soils and minerals, biological resources, water quality, air quality, and cultural resources. The three General Plan initiatives this element addresses are: providing Porterville with a network of parks and open space; protecting ridgelines, visible hillsides, and significant environmental resources; and protecting community assets.

2020 Activities

No substantial open space and conservation element activities were implemented.

Public Health & Safety Element

The purpose of the Public Health & Safety Element is to identify the natural and man-made public health and safety hazards that exist within the City, and to establish preventative and responsive policies and programs to mitigate their potential impacts. This Element addresses geologic hazards; wildfire hazards; hazardous materials; flood hazards; and safety services such law enforcement, fire protection, and emergency response.

2020 Activities

- **Completion of Stucco Repair and Painting of Fire Station 71.** The project included repairs to the stucco of the exterior of the building and repainting the exterior to accentuate and highlight the Art Deco style of the structure.
- **Acceptance of the Selective Traffic Enforcement Program (STEP) Grant Award.** On June 10, 2020, the Porterville Police Department received notification from the California Office of Traffic Safety (OTS) that funding in the amount of \$105,500 had been approved for the City of Porterville's STEP program. The funding will cover personnel costs (overtime) associated with multiple DUI/License checkpoints, special saturation patrols, and targeted enforcement of areas of repeated traffic collisions, as well as for the purchase of specialized equipment for police units that target individuals speeding in high collision areas. The proposed grant will fund the STEP program for the period of October 1, 2020, through September 30, 2021.

Public Utilities Element

The purpose of the Public Utilities element is to provide policies and programs to ensure that the public utilities and services the community relies on will have the capacity to serve new development under the General Plan without degrading existing service levels. The public utilities provided by the City of Porterville or quasi-public organizations include water, wastewater, stormwater, solid waste, electricity, natural gas, and telecommunications.

2020 Activities

- **Completion of the Well No. 37 Project.** The project consisted of installing a new well located southwest of Olive Avenue and Newcomb Street, just north of the Tule River in the Summit Estates Two subdivision.
- **Completion of the Corporation Yard Electrification Project.** The project consisted of installing 10 new electric charging stations, a photovoltaic system on a pre-engineered structure, conduit work to connect to Southern California Edison disconnect switches and service pedestal, fiber conduit running from the Corporation Yard main office to new charging stations, as well as a new pre-manufactured concrete utility structure. Also included in the project were grading, paving, concrete, and storm drain improvements. The project area is in the southeast corner of the City's Corporation Yard.
- **Asbestos and Other Hazardous Materials Abatement and Demolition Project.** Staff has completed the preparation of construction and specifications (i.e. Project Manual) for the Asbestos Remediation and Hazardous Material Abatement of the Stout Building, Waste Water Treatment Facility (WWTF) Office, and Spencer House Demolition Project. The proposed project consists of the required abatement of existing asbestos materials, mercury lighting, and other components mandating specific abatement protocol mandated by State regulations. The proposed project

includes the full demolition of the Spencer House and WWTF Office (while protecting SCADA equipment), and the first step in the remodeling of the Stout Building.

- **Completion of purchase of two Compressed Natural Gas (CNG) Refuse Trucks.** Commercial truck dealership, E.M. Tharp of Porterville, has completed the purchase, assembly, and delivery of two CNG refuse trucks according to the City's specifications, and the City has taken possession of the side-loader refuse trucks. E.M. Tharp delivered the refuse trucks in January of 2020 and staff has found the vehicles to be in compliance with the purchase agreement.

Noise Element

The purpose of the Noise Element is to identify the existing noise sources within the City and to establish policies and programs to mitigate potential impacts through both preventative and responsive measures. The regulation of noise sources such as traffic, railroad operations, and aircraft operations is overseen by State and federal agencies; therefore, this element has a direct correlation with the land use, circulation, and housing elements.

2020 Activities

No substantial noise element activities were implemented.

Housing Element

As noted in the Introduction, HCD requires the reporting of the Housing Element on specific state reporting forms. The method of reporting of the Housing Element is established by HCD with the purpose of tracking overall housing production in a community, as well as a jurisdiction's progress toward meeting its Regional Housing Needs Allocation (RHNA). The City's Housing Element APR for 2020 has been completed and submitted to HCD separately.



City of Porterville General Plan Annual Progress Report Calendar Year 2021

Prepared for:

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

Prepared by:

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Introduction

Purpose of this Report

California law requires each city and county to adopt a comprehensive, long-term general plan to guide the physical development of the incorporated city and land outside city boundaries that bears a relationship to its planning activities (Government Code Section 65300). The general plan serves as a blueprint for future growth and development. As such, the plan contains policies and programs designed to provide decision makers and staff with a solid foundation for land use and development decisions.

State law further requires each jurisdiction to complete an annual report on the general plan, which is submitted to the local planning agency (the City Council), to the Governor's Office of Planning and Research (OPR), and to the California Department of Housing and Community Development (HCD) in accordance with Government Code Section 65400. This report must:

- Identify compliance with the State General Plan law and State General Plan Guidelines; and
- Identify status of the general plan and the process towards its implementation.

The annual report is also required to include the information listed below, which is specific to reporting on progress related to the implementation of the housing element, a subset of the larger general plan document:

- Describe the City's progress in meeting its Regional Housing Needs Allocation;
- Describe progress in addressing/removing governmental constraints to the maintenance, improvement, and development of housing; and
- Identify any surplus lands within the jurisdiction.

The Housing Element Annual Progress Report is required to be submitted on forms provided by HCD and is often submitted as a separate report to HCD and OPR. The City of Porterville has completed the Housing Element Annual Progress Report for the calendar year 2021 and has submitted that report under separate cover. Therefore, the above housing element-specific items are not included in this General Plan Annual Progress Report.

State law requires that the General Plan Annual Progress Report be submitted by April 1 of each year and cover progress made during the previous calendar year (January through December). This Annual Progress Report summarizes the City's progress toward implementing its General Plan during the 2021 calendar year.

2030 Porterville General Plan

The City of Porterville most recently updated its General Plan in 2008. The update brought the Plan into legislative compliance at that time and added optional elements for: Economic Development; Parks, Schools, and Community Facilities; and Public Utilities. Porterville's Housing Element is published separately

and updated on a different timeline, with its most recent update occurring in December 2015. The 2030 Porterville General Plan contains the following elements:

- Land Use;
- Economic Development;
- Circulation;
- Parks, Schools & Community Facilities;
- Open Space & Conservation;
- Public Health & Safety;
- Public Utilities;
- Noise; and
- Housing.

Amendments

No General Plan amendments were adopted during 2021.

Annexations

The City of Porterville General Plan includes implementation policies that encourage annexation of County islands and unincorporated lands within the City's Sphere of Influence. However, no annexations were processed during 2021.

General Plan Implementation Progress

The following sections discuss the progress the City of Porterville made towards implementing the guiding and implementation policies of the current General Plan during the 2021 calendar year and are organized by General Plan element. Each section includes a summary of the overall objectives of the element along with a summary of activities initiated or completed in 2021 that show progress on the policies of the element. The activities listed focus primarily on actions that authorize physical improvements or the establishment of new uses and may not be an exhaustive list of all General Plan implementation progress made during the applicable calendar year.

Land Use Element

The Land Use Element assists in the orderly development of the community and designates the general distribution of land for housing, business, public buildings and grounds, and other categories of public and private land use. The Element also establishes standards of population density and building intensity. The General Plan provides policies and standards for various land use types, which are summarized below. The activities identified for each land use type focus primarily on private development activity, including planning applications approved and building permits issued in 2021.

While this report focused on data based on approvals and completion of projects that were approved by the City Council, additional permit approvals can be made at staff level by the Zoning Administrator. However, Zoning Administrator approvals would typically include accessory structures or determinations of relief for fence height or setbacks and are often tied to a larger planning approval heard by City Council or tied to the issuance of a building permit, both of which are already reported below.

Residential Projects

Seven residential land use designations are identified in the General Plan that range in density from a maximum of 2.5 units per acre up to a maximum of 24 units per acre. These designations are intended to identify areas that are acceptable for housing; clarify the overall type of housing to be developed within each designation; and allow for a mixture of housing types, lot sizes, and affordability. Each residential designation includes a unit-per-acre maximum density expressed in units per gross acre. Types of housing include single-family units, multiple-family units including duplexes and apartment buildings, and mobile homes.

2021 Activities

The City approved several entitlement applications or issued building permits for residential projects, as follows:

- Approval of the Henderson Apartments development – Lots with no frontage (PRC 2020-001-C, Resolution No. 20-2021)
- 233 units were issued building permits for construction.

The City also leveraged partnerships with various groups to facilitate residential projects or provided funding through assistance programs, as follows:

- Affordable Housing/Bonus Density Incentives – Finca Serena. Council approved the draft Resolution approving the issuance of the Bonds by the California Municipal Finance Authority for the benefit of UP Holdings California, LLC (PRC 2019-033, Resolution No. 24-2021)
- Community Development Block Grant (CDBG) Funds & the Home Investment Partnerships Program (HOME) were prioritized to promote Affordable Housing Programs. Under the First Time Homebuyer Assistance Program, the City has helped to mitigate one of the single largest barriers to obtaining affordable housing, and has made the homeownership dream a reality for low- to moderate-income people who would not otherwise have been able to purchase a home without the City's assistance. Additionally, the funds available for the Housing Rehabilitation and Public Utilities Program assisted qualified homeowners to make health and safety improvements to their homes that they otherwise could not afford. Providing new affordable rental housing has a very positive effect on the community where such housing is in great demand.
 - First-Time Homebuyer Loan Program: The FY 21/22 Action Plan set a goal that at least one low-to-moderate income household would receive assistance. This goal was attained by assisting one low-to-moderate income household with CDBG funds and one with HOME and CalHome funds.

Commercial/Industrial Projects

The General Plan includes seven commercial and industrial land use designations listed in the Commercial/Office/Industrial category. These designations are intended to provide services and employment opportunities to both local residents and people from surrounding communities. The designations note the appropriate building intensity and commercial or industrial uses appropriate in each area.

2021 Activities

- No substantial projects were ready for approval.
- 36 building permits were issued for improvements to existing commercial/industrial structures.

Mixed Use Projects

The General Plan includes two mixed-use land use designations. The Downtown Mixed-Use designation encourages a higher-density, vertical mix of uses with residential or office uses above ground floor retail or other commercial uses. It also provides for the development of more multi-family residential within walking distance of Downtown. The Commercial Mixed-Use designation allows for lower density but still multi-story development where the uses may be either horizontally or vertically mixed.

The City works diligently to encourage and assist with proposals for mixed-use projects. Although no projects were approved during the 2021 reporting period, the City continues to support the mixed-use concept to help stimulate revitalization, especially in the downtown areas where unoccupied buildings are common.

2021 Activities

- No substantial projects were ready for approval.
- No building permits issued.

Economic Development Element

The Economic Development Element contains policies and actions that enable the City to direct local resources to retain and assist local businesses and attract new industry that will increase its tax base and economic diversity. This Element has been included in the City's General Plan to strengthen community development activities, enhance economic growth, and reinforce the planning process as a positive part of economic development. In addition, this Element seeks to improve the local business climate by providing jobs for its growing population, creating opportunities for the supply of retail goods and services that are needed in the community, fostering the development of a City that sustains its downtown, and supporting regional-serving and neighborhood commercial centers that can meet the everyday needs of residents.

2021 Activities

- **Community Development Block Grant (CDBG) Funds** were prioritized for economic development activities that created or retained low- to moderate-income jobs.
 - Under the Business Assistance Programs, the City had received 22 applications from local businesses, 14 of which were approved for forgivable loans, an investment of \$781,619.60.
- **Request for Information (RFIs) from Tulare County Economic Development Corporation (TCEDC).** The City of Porterville responded to 7 RFIs from the TCEDC in FY 21/22. Despite not leading to development, the City of Porterville continues to work closely with the TCEDC and the State of California's Go-Biz office to explore development opportunities for Porterville.

Circulation Element

The Circulation Element is intended to provide guidance and specific actions to ensure the continued safe and efficient operation of Porterville's circulation system. The Element is based on a fundamental philosophy that traffic conditions in the City can be managed through a comprehensive program of transportation planning, land use planning, and growth management strategies. This Element includes provisions for roadways, transit, aviation, pedestrian, and bicycle transportation modes, as well as parking. The intent of the Element is to:

- identify transportation needs and issues within the City, as well as regional relationships that affect the transportation system;
- consider alternatives other than the single-occupant vehicle as essential in providing services and access to facilities; and
- establish policies that coordinate regional transportation planning circulation systems with General Plan and area plan land use maps and provide direction for future decision-making.

2021 Activities

No substantial circulation element activities were implemented.

Parks, School & Community Facilities Element

The Parks, School & Community Facilities Element presents Porterville's policies and programs for the development and maintenance of parks, schools, and community facilities. Additionally, this Element provides an inventory of existing and planned parks, recreation facilities, public schools, and other community facilities. This Element:

- serves as a guide for park planning and development documents prepared by the Department of Parks and Leisure Services and the Parks and Leisure Services Commission;
- provides adequate, flexible school sites by recommending and discussing potential sites for elementary, middle, and high schools; and
- promotes the development of community facilities as part of the network of public and private institutions that support the civic and social needs of the population.

2021 Activities

- **Resolution Approving the Application for Statewide Park Development and Community Revitalization Program Grant Funds (Proposition 68).** City Council approved the application for Statewide Park Development and Community Revitalization Program Grant Funds.
- **Youth Center Program.** Due to state-mandated school closures and in an effort to protect public health and slow the rate of transmission of COVID-19, the Youth Center has been closed since March 2020. Funds in the amount of \$100,000 were reprogrammed to the Section 108 Early Repayment activity.

Open Space & Conservation Element

The Open Space & Conservation Element is intended to establish policies and actions for the conservation, development, and use of open space and natural resources. Topics addressed include open space, agriculture and farmland resources, land resources, including soils and minerals, biological resources, water quality, air quality, and cultural resources. The three General Plan initiatives this element addresses are:

providing Porterville with a network of parks and open space; protecting ridgelines, visible hillsides, and significant environmental resources; and protecting community assets.

2021 Activities

No substantial open space and conservation element activities were implemented.

Public Health & Safety Element

The purpose of the Public Health & Safety Element is to identify the natural and man-made public health and safety hazards that exist within the City, and to establish preventative and responsive policies and programs to mitigate their potential impacts. This Element addresses geologic hazards; wildfire hazards; hazardous materials; flood hazards; and safety services such as law enforcement, fire protection, and emergency response.

2021 Activities

- **Acceptance of the Selective Traffic Enforcement Program (STEP) Grant.** In April 2021, the Porterville Police Department submitted a grant proposal/application to the California Office of Traffic Safety (OTS) requesting funding for personnel costs (overtime) associated with the Selective Traffic Enforcement Program (STEP). The goal of this program is to reduce the number of persons killed or injured in vehicle crashes involving alcohol, speed, red light violations, and other recurring primary collision factors within the City. On June 30, 2021, the Department received notification from OTS that funding in the amount of \$100,000 had been approved for the City's STEP program.
- **Acceptance of the California Office of Traffic Safety (OTS) Records Improvement Project Grant.** In April 2021, the Porterville Police Department submitted a grant proposal/application to the OTS requesting funding for Traffic Records Improvement Programs. The goal of this grant program is to assist the Porterville Police Department's Records Management System in timely, accurate, complete, and uniform reporting of traffic collisions to the State of California. The grant helps local agencies prioritize traffic safety issues, identify safety countermeasures, and evaluate their effectiveness. On June 10, 2021, the Department received notification from OTS that funding in the amount of \$60,000 had been approved for the City for the Traffic Records Improvement Program.

Public Utilities Element

The purpose of the Public Utilities element is to provide policies and programs to ensure that the public utilities and services the community relies on will have the capacity to serve new development under the General Plan without degrading existing service levels. The public utilities provided by the City of Porterville or quasi-public organizations include water, wastewater, stormwater, solid waste, electricity, natural gas, and telecommunications.

2021 Activities

- **Completion of Various Water Projects.** The projects consisted of the installation of a new water main and the removal and replacement of all existing water meters at D Street between Putnam Avenue and Oak Avenue, the connection onto Olive Avenue from Lotas

Street, and North Avenue from Main Street to Second Street.

Noise Element

The purpose of the Noise Element is to identify the existing noise sources within the City and to establish policies and programs to mitigate potential impacts through both preventative and responsive measures. The regulation of noise sources such as traffic, railroad operations, and aircraft operations is overseen by State and federal agencies; therefore, this element has a direct correlation with the land use, circulation, and housing elements.

2021 Activities

No substantial noise element activities were implemented.

Housing Element

As noted in the Introduction, HCD requires the reporting of the Housing Element on specific state reporting forms. The method of reporting of the Housing Element is established by HCD with the purpose of tracking overall housing production in a community, as well as a jurisdiction's progress toward meeting its Regional Housing Needs Allocation (RHNA). The City's Housing Element APR for 2021 has been completed and submitted to HCD separately.



City of Porterville General Plan Annual Progress Report Calendar Year 2022

Prepared for:

City of Porterville

291 N. Main Street

Porterville, CA 93257

Prepared by:

Provost & Pritchard Consulting Group

455 W. Fir Ave

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Introduction

Purpose of this Report

California law requires each city and county to adopt a comprehensive, long-term general plan to guide the physical development of the incorporated city and land outside city boundaries that bears a relationship to its planning activities (Government Code Section 65300). The general plan serves as a blueprint for future growth and development. As such, the plan contains policies and programs designed to provide decision makers and staff with a solid foundation for land use and development decisions.

State law further requires each jurisdiction to complete an annual report on the general plan, which is submitted to the local planning agency (the City Council), to the Governor's Office of Planning and Research (OPR), and to the California Department of Housing and Community Development (HCD) in accordance with Government Code Section 65400. This report must:

- Identify compliance with the State General Plan law and State General Plan Guidelines; and
- Identify status of the general plan and the process towards its implementation.

The annual report is also required to include the information listed below, which is specific to reporting on progress related to the implementation of the housing element, a subset of the larger general plan document:

- Describe the City's progress in meeting its Regional Housing Needs Allocation;
- Describe progress in addressing/removing governmental constraints to the maintenance, improvement, and development of housing; and
- Identify any surplus lands within the jurisdiction.

The Housing Element Annual Progress Report is required to be submitted on forms provided by HCD and is often submitted as a separate report to HCD and OPR. The City of Porterville has completed the Housing Element Annual Progress Report for the calendar year 2022 and has submitted that report under separate cover. Therefore, the above housing element-specific items are not included in this General Plan Annual Progress Report.

State law requires that the General Plan Annual Progress Report be submitted by April 1 of each year and cover progress made during the previous calendar year (January through December). This Annual Progress Report summarizes the City's progress toward implementing its General Plan during the 2022 calendar year.

2030 Porterville General Plan

The City of Porterville most recently updated its General Plan in 2008. The update brought the Plan into legislative compliance at that time and added optional elements for: Economic Development; Parks, Schools, Community Facilities; and Public Utilities. Porterville's Housing Element is published separately

and updated on a different timeline, with its most recent update occurring in December 2015. The 2030 Porterville General Plan contains the following elements:

- Land Use;
- Economic Development;
- Circulation;
- Parks, Schools & Community Facilities;
- Open Space & Conservation;
- Public Health & Safety;
- Public Utilities;
- Noise; and
- Housing.

Amendments

In 2022, the City of Porterville adopted the following General Plan Amendments:

Amendment Number	Approval Date	Description
2022-01	1/18/2022	Sphere of Influence amendment requesting that the Local Agency Formation Commission undertakes proceedings to amend the City's Sphere of Influence (SOI) and extend the SOI north to W. Linda Vista Avenue and west to the Friant-Kern Canal. The extension of the SOI would include 45 acres of land.
2022-02	3/1/2022	Change land use designation from RS-1 to RS-2 for the proposed Brookside Tentative Subdivision Map.

Annexations

The City of Porterville General Plan includes implementation policies that encourage annexation of County islands and unincorporated lands within the City's Sphere of Influence.

In 2022, the City of Porterville processed the following Annexation requests:

Annexation Number	Approval Date	Description
Annexation 487	03/01/2022	Annexation of approximately 67.75 acres at the northwest corner of Westfield Avenue and Lombardi Street for development of a 229-lot single family residential subdivision. The proposal would also annex the existing Summit Charter Academy in the City of Porterville. Assessor Parcel Numbers: 245-010-037, -041, -087, and -092

General Plan Implementation Progress

The following sections discuss the progress the City of Porterville made towards implementing the guiding and implementation policies of the current General Plan during the 2022 calendar year and are organized by General Plan element. Each section includes a summary of the overall objectives of the element along with a summary of activities initiated or completed in 2022 that show progress on the policies of the element. The activities listed focus primarily on actions that authorize physical improvements or the establishment of new uses and may not be an exhaustive list of all General Plan implementation progress made during the applicable calendar year.

Land Use Element

The Land Use Element assists in the orderly development of the community and designates general distribution of land for housing, business, public buildings and grounds, and other categories of public and private land use. The Element also establishes standards of population density and building intensity. The General Plan provides policies and standards for various land use types, which are summarized below. The activities identified for each land use type focus primarily on private development activity, including planning applications approved and building permits issued in 2022.

While this report focused on data based on approvals and completion of projects that were approved by the City Council, additional permit approvals can be made at staff level by the Zoning Administrator. However, Zoning Administrator approvals would typically include accessory structures or determinations of relief for fence height or setbacks and are often tied to a larger planning approval heard by City Council or tied to the issuance of a building permit, both of which are already reported below.

Residential Projects

Seven residential land use designations are identified in the General Plan that range in density from a maximum of 2.5 units per acre up to a maximum of 24 units per acre. These designations are intended to identify areas that are acceptable for housing; clarify the overall type of housing to be developed within each designation; and allow for a mixture of housing types, lot sizes, and affordability. Each residential designation includes a unit-per-acre maximum density expressed in units per gross acre. Types of housing include single-family units, multiple-family units including duplexes and apartment buildings, and mobile homes.

2022 Activities

The City approved several entitlement applications or issued building permits for residential projects, as follows:

- Approval of the Carolita Apartments (PRC 2021-023)
- 2022 Brookside Tentative Subdivision Map (PRC 2020-044, Resolution No. 13-2022)
- Sierra Valley Tentative Subdivision Map Extension (PRC 2005-028, Resolution No. 31-2022)
- 201 units were issued building permits for residential construction.

The City also leveraged partnerships with various groups to facilitate residential projects or provided funding through assistance programs, including:

- **First-Time Homebuyer Loan Program:** The FY 22-23 Action Plan (AP) set a goal that at least one low-to-moderate income household would receive assistance. One of the City's low-income households benefited from the purchase of a home under the City's First-Time Homebuyer programs, funded with CalHome funds.
- **Owner-Occupied Rehabilitation Loan Programs:** A goal of four low-to-moderate-income households was established by the AP. There was one rehabilitation loan funded in the Program Year 2022. There are two active rehabilitation loan applications in progress at this time. Four applications did not progress as two households withdrew their application, one was unresponsive, and one was over the 80% median income.

Commercial/Industrial Projects

The General Plan includes seven commercial and industrial land use designations listed in the Commercial/Office/Industrial category. These designations are intended to provide services and employment opportunities to both local residents and people from surrounding communities. The designations note the appropriate building intensity and commercial or industrial uses appropriate in each area.

2022 Activities

- No substantial projects were ready for approval.
- 47 building permits were issued for improvements to existing commercial/industrial structures.

Mixed Use Projects

The General Plan includes two mixed-use land use designations. The Downtown Mixed-Use designation encourages a higher-density, vertical mix of uses with residential or office uses above ground floor retail or other commercial uses. It also provides for the development of more multi-family residential within walking distance of Downtown. The Commercial Mixed-Use designation allows for lower density but still multi-story development where the uses may be either horizontally or vertically mixed.

The City works diligently to encourage and assist with proposals for mixed-use projects. Although no projects were approved during the 2022 reporting period, the City continues to support the mixed-use concept to help stimulate revitalization, especially in the downtown areas where unoccupied buildings are common.

2022 Activities

- No substantial projects were ready for approval.
- No building permits issued.

Economic Development Element

The Economic Development Element contains policies and actions that enable the City to direct local resources to retain and assist local businesses and attract new industry that will increase its tax base and economic diversity. This Element has been included in the City's General Plan to strengthen community development activities, enhance economic growth, and reinforce the planning process as a positive part of economic development. In addition, this Element seeks to improve the local business climate by providing jobs for its growing population, creating opportunities for supply of retail goods and services that are needed in the community, fostering the development of a City that sustains its downtown, and supporting regional-serving and neighborhood commercial centers that can meet the everyday needs of residents.

2022 Activities

- **Community Development Block Grant (CDBG) Funds** were prioritized for economic development activities that created or retained low- to moderate-income jobs.
 - Under the Business Assistance Programs, one Community Development Block Grant CARES Act loan was approved for funding, which created two (2) full-time equivalent positions made available to persons of low and moderate-income.
- **Request for Information (RFIs) from Tulare County Economic Development Corporation (TCEDC).** The City of Porterville responded to 13 RFIs from the TCEDC in FY 22/23. Despite not leading to development, the City of Porterville continues to work closely with the TCEDC and the State of California's Go-Biz office to explore development opportunities for Porterville.

Circulation Element

The Circulation Element is intended to provide guidance and specific actions to ensure the continued safe and efficient operation of Porterville's circulation system. The Element is based on a fundamental philosophy that traffic conditions in the City can be managed through a comprehensive program of transportation planning, land use planning, and growth management strategies. This Element includes provisions for roadways, transit, aviation, pedestrian, and bicycle transportation modes, as well as parking. The intent of the Element is to:

- identify transportation needs and issues within the City, as well as regional relationships that affect the transportation system;
- consider alternatives other than the single-occupant vehicle as essential in providing services and access to facilities; and
- establish policies that coordinate regional transportation planning circulation systems with General Plan and area plan land use maps and provide direction for future decision-making.

2022 Activities

- **Completion of the Transit Center Electrification Project.** The project consisted of installing two 200kW electric vehicle charging stations; installing a 51,975kW photovoltaic system; removing and replacing damaged curb, gutter, and sidewalk at the Transit Center building at Oak Ave and D Street.
- **Completion of the Henderson Avenue Reconstruction Project.** The project consisted of extensive underground utility work replacing several water main pipelines, water services, sewer manholes,

sewer laterals, storm drain pipeline, manholes, catch basins, fiber optic conduit with boxes, and street light conduit boxes. The project also included reconstructing the road base, asphalt paving, installing a new median island with landscaping, traffic signal upgrades, and two in-road crosswalk lighting systems.

- **Completion of the Olive Avenue Corridor Lighted Crosswalks Project.** The project consisted of installing six high-visibility crosswalk light systems with in-pavement light canisters and push-button flashing pedestrian crossing signs.
- **Completion of the Olive Avenue & Newcomb Street Traffic Signal Upgrade Project.** The project consisted of the installation of a new traffic signal at the intersection of Olive Avenue and Newcomb Street to accommodate protected left-turn phasing from the Newcomb Street legs of the intersection, as well as improvements at the intersection corners

Parks, School & Community Facilities Element

The Parks, School & Community Facilities Element presents Porterville's policies and programs for the development and maintenance of parks, schools, and community facilities. Additionally, this Element provides an inventory of existing and planned parks, recreation facilities, public schools, and other community facilities. This Element:

- serves as a guide for park planning and development documents prepared by the Department of Parks and Leisure Services and the Parks and Leisure Services Commission;
- provides adequate, flexible school sites by recommending and discussing potential sites for elementary, middle, and high schools; and
- promotes the development of community facilities as part of the network of public and private institutions that support the civic and social needs of the population.

2022 Activities

- **Completion of the Temporary Library Project.** TMJ Construction, Inc. has completed the remodel of the existing tenant space for the Temporary Library Project. The tenant space is located at 50 W. Olive Avenue, Unit B.

Open Space & Conservation Element

The Open Space & Conservation Element is intended to establish policies and actions for the conservation, development, and use of open space and natural resources. Topics addressed include open space; agriculture and farmland resources; land resources including soils and minerals; biological resources; water quality; air quality; and cultural resources. The three General Plan initiatives this element addresses are: providing Porterville with a network of parks and open space; protecting ridgelines, visible hillsides, and significant environmental resources; and protecting community assets.

2022 Activities

No substantial open space and conservation element activities were implemented.

Public Health & Safety Element

The purpose of the Public Health & Safety Element is to identify the natural and man-made public health and safety hazards that exist within the City, and to establish preventative and responsive policies and programs to mitigate their potential impacts. This Element addresses geologic hazards; wildfire hazards; hazardous materials; flood hazards; and safety services such as law enforcement, fire protection, and emergency response.

2022 Activities

- **Completion of the Fire Management Office Remodel Project.** The project consisted of the extension and enclosure of the desk area in the north lobby of City Hall creating a closed office space and meeting area. Work was also done to the south wall of the Fire Chief's office to reduce the transfer of sound between offices.

Public Utilities Element

The purpose of the Public Utilities element is to provide policies and programs to ensure that the public utilities and services the community relies on will have the capacity to serve new development under the General Plan without degrading existing service levels. The public utilities provided by the City of Porterville or quasi-public organizations include water, wastewater, stormwater, solid waste, electricity, natural gas, and telecommunications.

2022 Activities

- **Completion of the Corporation Yard Electrification Project, Phase 2 Project.** The project consisted of installing 12 50kW electric vehicle charging stations, a pre-engineered canopy with a 21.375kW photovoltaic system, conduits, and trench patching at the City Corporation Yard.
- **Completion of the Well No. 35 Project (Phase 2 - Pumping Plant).** The well is located on the west side of Westwood Street, just north of the North Creek Subdivision, which is located near the intersection of Westwood Street and Westfield Avenue. This well was drilled by the State as a required part of the East Porterville Water System. This was the second phase of the well project and consisted of the installation of a 125 HP pump, electrical system, above-ground discharge piping, and other items of work necessary to provide a complete pumping plant. The new municipal water well will be an asset to the West Pressure Zone but also meet the required demands established by the new East Porterville.

Noise Element

The purpose of the Noise Element is to identify the existing noise sources within the City and to establish policies and programs to mitigate potential impacts through both preventative and responsive measures. The regulation of noise sources such as traffic, railroad operations, and aircraft operations is overseen by State and federal agencies; therefore, this element has a direct correlation with the land use, circulation, and housing elements.

2022 Activities

No substantial noise element activities were implemented.

Housing Element

As noted in the Introduction, HCD requires the reporting of the Housing Element on specific state reporting forms. The method of reporting of the Housing Element is established by HCD with the purpose of tracking overall housing production in a community, as well as a jurisdiction's progress toward meeting its Regional Housing Needs Allocation (RHNA). The City's Housing Element APR for 2022 has been completed and submitted to HCD separately.



City of Porterville General Plan Annual Progress Report: Calendar Year 2023

Prepared for:

[City of Porterville](#)

291 N. Main Street

Porterville, CA 93257

Prepared by:

[City of Porterville Planning Department](#)

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Porterville, CA 93257

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Introduction

Purpose of this Report

California law requires each city and county to adopt a comprehensive, long-term general plan to guide the physical development of the incorporated city and land outside city boundaries that bears a relationship to its planning activities (Government Code Section 65300). The general plan serves as a blueprint for future growth and development. As such, the plan contains policies and programs designed to provide decision-makers and staff with a solid foundation for land use and development decisions.

State law further requires each jurisdiction to complete an annual report on the general plan, which is submitted to the local planning agency (the City Council), to the Governor's Office of Planning and Research (OPR), and to the California Department of Housing and Community Development (HCD), in accordance with Government Code Section 65400. This report must:

- Identify compliance with the State General Plan law and State General Plan Guidelines; and
- Identify the status of the general plan and its implementation process.

The annual report is also required to include the information listed below, which is specific to reporting on progress related to the implementation of the housing element, a subset of the larger general plan document:

- Describe the City's progress in meeting its Regional Housing Needs Allocation;
- Describe progress in addressing/removing governmental constraints for the maintenance, improvement, and development of housing; and
- Identify any surplus lands within the jurisdiction.

The Housing Element Annual Progress Report is required to be submitted on forms provided by HCD and is often submitted as a separate report to HCD and OPR. The City of Porterville has completed the Housing Element Annual Progress Report for the calendar year 2023 and has submitted that report under a separate cover. Therefore, the above housing element-specific items are not included in this General Plan Annual Progress Report.

State law requires that the General Plan Annual Progress Report be submitted by April 1 of each year and cover progress made during the previous calendar year (January through December). This Annual Progress Report summarizes the City's progress toward implementing its General Plan during the 2023 calendar year.

2030 Porterville General Plan

The City of Porterville most recently updated its General Plan in 2008. The update brought the Plan into legislative compliance and added optional elements for Economic Development; Parks, Schools, Community Facilities; and Public Utilities. Porterville's Housing Element is published separately and

updated on a different timeline, with its most recent update occurring in December 2015. The Planning Department is in the process of updating the Public Health and Safety Element and including a new element, Environmental Justice. This update is expected to be approved in calendar year 2024. The 2030 Porterville General Plan contains the following elements:

- Land Use
- Economic Development
- Circulation
- Parks, Schools & Community Facilities
- Open Space & Conservation
- Public Health & Safety
- Public Utilities
- Noise
- Housing

Amendments

In 2023, the City of Porterville adopted the following General Plan Amendments:

Amendment Number	Approval Date	Description
2023-01	02/07/2023	Change land use designation from PS to RS-2 to provide uniform density and development standards to facilitate the development of a single-family residential use across the site to accommodate the Villas at Sierra Meadows 4 & 5 subdivision of ± 20.23 acres consisting of 80 lots, located at the southwest corner of W. Gibbons Ave. and S. Jaye St., Assessor Parcel Number 269-060-020.
2023-02	09/05/2023	Change in land use designation from RM-1 to RM-2 to facilitate the development of the Terrazza Residential Subdivision for a multi-family residential project of approximately 3.07 acres for a total of 12 lots. The project consists of (12) 2-story buildings for a total of 46 residential units, located at the southwest corner of W. Grand Ave. and Plano St. Assessor Parcel Number 253-050-007.

Annexations

The City of Porterville General Plan includes implementation policies that encourage annexation of County islands and unincorporated lands within the City's Sphere of Influence.

In 2023, the City of Porterville processed the following Annexation requests:

Annexation Number	Approval Date	Description
Annexation 488	02/07/2023	Annexation of approximately 20.23 acres of agricultural land at the southwest corner of W. Gibbons Ave. and S. Jaye St for

		the development of a single-family residential Villas at Sierra Meadows 4 & 5 subdivision consisting of 80 lots. Assessor Parcel Number 269-060-020.
Annexation 489	06/06/2023	Annexation of approximately 0.62 acres of a substantially developed, surrounded, and inhabited territory abutting the city limits of Porterville and within the City's Sphere of Influence to connect to water and city services. The site is in the general area of the southeast corner of River Ave. and Plano St. consisting of 3 parcels, Assessor Parcel Numbers 261-015-013, 261-015-015, 261-015-016.

General Plan Implementation Progress

The following sections discuss the progress the City of Porterville made towards implementing the guiding and implementation policies of the current General Plan during the 2023 calendar year. Each section is organized by General Plan element and includes a summary of the overall objectives of the element. A summary of activities initiated or completed in 2023 will show progress made on the policies of the element. The activities listed focus primarily on actions that authorize physical improvements or the establishment of new uses. This is not an exhaustive list of all General Plan implementation progress made during the applicable calendar year.

Land Use Element

The Land Use Element assists in the orderly development of the community and designates the general distribution of land for housing, business, public buildings and grounds, and other categories of public and private land use. The Element also establishes standards of population density and building intensity. The General Plan provides policies and standards for various land use types, summarized below. The activities identified for each land use type focus primarily on private development activity, including planning applications approved and building permits issued in 2023.

This report focused on data based on the approval and completion of projects that were approved by the City Council; however, additional permit approvals can be made at the staff level by the Zoning Administrator. Zoning Administrator approvals would typically include accessory structures or determinations of relief for fence height or setbacks and are often tied to a larger planning approval, heard by the City Council, or tied to the issuance of a building permit, both of which are already reported below.

Residential Projects

Seven residential land use designations are identified in the General Plan, ranging in density from a maximum of 2.5 units per acre to a maximum of 24 units per acre. These designations are intended to identify areas that are acceptable for housing, clarify the overall type of housing to be developed within each designation, and allow for a mixture of housing types, lot sizes, and affordability. Each residential

designation includes a unit-per-acre maximum density expressed in units per gross acre. Types of housing include single-family units, multiple-family units, including duplexes and apartment buildings, and mobile homes.

2023 Activities

The City approved several entitlement applications or issued building permits for residential projects, such as:

- Royal Oaks, phase 3 under construction, 192 lots.
- Villas at Sierra Meadows, 1, 2, and 3, phase 3 under construction, 106 lots.
- Villas at Sierra Meadows 4 & 5, under construction, 99 lots.
- Completed Carolita, Affordable Apartments, 68 units.
- Completed Finca Serena, Affordable Apartments, 80 units.
- 83 building permits were issued for residential construction. There were 28 ADUs, 49 single-family homes, 3 multi-family residential, and 3 SB9 projects
- 67 building permits were completed for residential construction. There were 15 ADUs, 50 single-family homes, and 4 multi-family residential projects completed. Resulting in a total of 213 units of new construction, with 148 of these units being Affordable Housing.

The City also leveraged partnerships with various groups to facilitate residential projects or provided funding through assistance programs, including:

- **First-Time Homebuyer Loan Program:** The FY 23-24 Action Plan (AP) set a goal that at least one low-to-moderate income household would receive assistance. Two of the City's low-income households benefited from the purchase of a home under the City's First-Time Homebuyer programs, funded with DEBG funds.
- **Owner-Occupied Rehabilitation Loan Programs:** A goal of four low-to-moderate income households was established by the AP. There was one rehabilitation loan funded in the Program Year 2023-2024. There is one active rehabilitation loan application in progress at this time. Three applications did not progress as the applicants were unresponsive to communication.

Commercial/Industrial Projects

The General Plan includes seven commercial and industrial land use designations listed in the Commercial/Office/Industrial category. These designations are intended to provide services and employment opportunities to both residents and people from surrounding communities. The designations note the appropriate building intensity and commercial or industrial uses appropriate in each area.

2023 Activities

- Panaderia La Cosecha: Approved proposed new construction of a 1,640-square-foot bakery located at 23 N. F Street. A zone change from High-Density Residential (RM-3) to Commercial General (CG) was required. The City Council approved this zone change and construction began
- Chevron Gas Station: Approved construction of a new 4290 square foot convenience store, drive-through car wash, and 8 fueling spaces located at 1043 W. Olive. Construction is in progress.

- Goodwill: Approved new construction of a 15,158-square-foot building for Goodwill. A building permit was issued
- Kingdom Hall: the construction of Phase II of Kingdom Hall, a 3385-square-foot structure located at 1981 W. Henderson Avenue. This project is complete.
- 78 building permits were issued for alterations, repairs, or new construction of commercial/industrial buildings in 2023.
- 38 building permits were completed for alterations, repairs, or new construction of commercial/industrial structures in 2023.

Mixed Use Projects

The General Plan includes two mixed-use land use designations. The Downtown Mixed-Use designation encourages a higher-density, vertical mix of uses with residential or office uses above ground floor retail or other commercial uses. It also provides for the development of more multi-family residential within walking distance of Downtown. The Commercial Mixed-Use designation allows for lower density but still multi-story development where the uses may be either horizontally or vertically mixed.

The City works diligently to encourage and assist with proposals for mixed-use projects. Although no projects were approved during the 2023 reporting period, the City continues to support the mixed-use concept to help stimulate revitalization, especially in the downtown areas where unoccupied buildings are common.

2023 Activities

- No substantial projects were ready for approval.
- No building permits issued.

Economic Development Element

The Economic Development Element contains policies and actions that enable the City to direct local resources to retain and assist local businesses and attract new industries that will increase its tax base and economic diversity. This Element has been included in the City's General Plan to strengthen community development activities, enhance economic growth, and reinforce the planning process as a positive part of economic development. In addition, this Element seeks to improve the local business climate by providing jobs for its growing population, creating opportunities for the supply of retail goods and services that are needed in the community, fostering the development of a City that sustains its downtown, and supporting regional-serving and neighborhood commercial centers that can meet the everyday needs of residents.

2023 Activities

- Requests for Information (RFIs) from Tulare County Economic Development Corporation (TCEDC): The City of Porterville received 17 RFIs in 2023. Despite not leading to development, the City of

Porterville continues to work closely with the TCEDC and the State of California's Go-Biz office to explore development opportunities for Porterville.

- **Community Development Block Grant (CDBG):** Housing and Urban Development Department (HUD) CDBG Funds were prioritized for economic development activities that created or retained low-to moderate-income jobs.
 - Under the Business Assistance Programs: One (1) BAP-CV loan was funded through the Community Development Block Grant CARES Act (CDBG-CV). One (1) Microenterprise Forgivable Loan Program loan was approved for funding. A total of two (2) businesses were assisted in 2023, which represents an investment of \$60,000.
- **Business Retention & Expansion (BRE) Efforts:**
 - City Council and City Staff regularly attend ribbon cuttings to support the efforts of Porterville Chamber.
 - The City of Porterville launched a **Shop Local Contest** in partnership with the Porterville Chamber, local community organizations, and local businesses. 50 local Porterville businesses participated in a scavenger hunt-style contest and received promotion on social and local media. The businesses that participated were mostly small businesses with a high concentration of Downtown Porterville businesses participating.
 - **Downtown Porterville Business Meetings and Newsletter:** In 2023, the City of Porterville met with Downtown Porterville businesses and regularly published a monthly newsletter to keep the business district abreast of City updates affecting the downtown area.
 - **Outstanding Business Recognition Program:** Each year, the City of Porterville recognizes three local businesses that have contributed to the community's economic base. In 2023, the City of Porterville recognized three small businesses: Happy Hearts Children's Center, Nanlangka Teppanyaki & Sushi Bar, and Hergesheimer's Donuts.
 - **Legacy Business Recognition Program:** The Legacy Business Recognition Program focuses on celebrating local businesses at the conclusion of their business endeavors following long tenures in the City. In 2023, the City of Porterville recognized The Press Shop following its closure after 41 years in operation.
 - **Retail Recruitment:** The City of Porterville is actively recruiting retail and commercial interest to the area through participation at ICSC events and by responding to RFIs, including from the TCEDC.

Circulation Element

The Circulation Element is intended to provide guidance and specific actions to ensure the continued safe and efficient operation of Porterville's circulation system. The Element is based on a fundamental philosophy that traffic conditions in the City can be managed through a comprehensive program of transportation planning, land use planning, and growth management strategies. This Element includes provisions for roadways, aviation, transit, pedestrian, and bicycle transportation modes, as well as parking. The intent of the Element is to identify transportation needs and issues within the City, as well as regional relationships that affect the transportation system; consider alternatives other than the single-occupant vehicle as essential in providing services and access to facilities; and establish policies that coordinate regional transportation planning circulation systems with General Plan and area plan land use maps and provide direction for future decision-making.

2023 Activities

- **Main Street Reconstruction Project:** This project includes the installation of a new barrier curb and gutter, detectable warnings, conduit for fiber optic line, and installing video detection at the intersection of Main Street and Putnam Avenue and Main Street and Morton Avenue. Purple pipes will be installed along the stretch of road to prepare for the future use of reclaimed water throughout the city. The project also includes the necessary footings and banner poles to be located between City Hall and Centennial Park. This project is nearing completion.
- **Self-Performed Asphalt Overlay Maintenance Program:** Staff surveyed streets and prepared a report of streets that qualify as Poor or below on the Pavement Condition Index (PCI). Proposed treatments for these streets include traditional curb-to-curb overlay, dig out and repair with AC Hot Mix asphalt, and blade patching. This program led to the improvement of 83,580 linear feet of streets. This report was prepared for FY 22/23. This is an ongoing project.

Parks, School & Community Facilities Element

The Parks, School & Community Facilities Element presents Porterville's policies and programs for the development and maintenance of parks, schools, and community facilities. Additionally, this Element provides an inventory of existing and planned parks, recreation facilities, public schools, and other community facilities. This Element serves as a guide for park planning and development documents prepared by the Department of Parks and Leisure Services and the Parks and Leisure Services Commission; provides adequate, flexible school sites by recommending and discussing potential sites for elementary, middle, and high school; and promotes the development of community facilities as part of the network of public and private institutions that support the civic and social needs of the population.

2023 Activities

- **Parks Improvement Program:** The Parks & Leisure Services Department worked diligently to bring new amenities to the parks in FY 22/23. Accomplishments included the installation of 4'x8' concrete slabs for each of the nine (9) disc golf holes at both Zalud and Murry Parks. These pads will produce a much safer and more durable footing area for the patrons to throw discs from than the grass and dirt that they threw from previously. Additionally, forty (40) solar light posts were installed within two parks in Porterville; twenty-nine (29) lights were installed at Murry Park and eleven (11) lights were installed at Zalud Park. The lights illuminate previously unlit trails, fitness equipment, and connectivity paths. These improvements were made using CDBG funds.
- **Other Park Improvements:**
 - **Henry Street Park Sidewalk:** The City partnered with CSET to install a sidewalk on Putnam on the south side of Henry Street Park. A concrete trail was also constructed within the park around the pond.
 - **Murry Park Pavilion #2:** The concrete slab of the pavilion was renovated and new picnic tables were added.
 - **Skatepark Shade:** A shade structure was added to the skatepark within Veterans Park. Additional skate elements and lighting will be future phases of the project.
 - **Centennial Park Mural:** The Marching Through Time band mural in Centennial Park was refurbished.
 - **Zalud Park Fitness Equipment:** Five fitness stations were installed along the DG trail at Zalud Park.

Open Space & Conservation Element

The Open Space & Conservation Element is intended to establish policies and actions for the conservation, development, and use of open space and natural resources. Topics addressed include open space; agriculture and farmland resources; land resources including soils and minerals; biological resources; water quality; air quality; and cultural resources. The three General Plan initiatives this element addresses are: providing Porterville with a network of parks and open space; protecting ridgelines, visible hillsides, and significant environmental resources; and protecting community assets.

2023 Activities

- **Center Friant-Kern Canal Turnout Basin Project:** The project includes the installation of new water pipelines, concrete turnout structures, earthwork, and other appurtenances to create a turnout for a groundwater recharge basin. This project is important as it will help the City meet sustainability requirements for future and current development. The turnout is completed and the basin is close to completion. The project will be completed this fiscal year.
- **Recycled Water:** The City of Porterville is in the process of commissioning its Tertiary Recycled Water Facility in conjunction with the relocation of the Eagle Mountain Casino, in partnership with the Tule River Indian Tribe of California. The City has been installing recycled water pipes in all major street reconstructions in anticipation of recycled water distribution. The City is also planning future conversion of its Wastewater Treatment Facility to full Tertiary Discharge to offset potable water supplies and increase potable water supply.
- **Groundwater Recharging:** The City is an active participant in purchasing water shares and available surface water for the purposes of groundwater recharging. This helps the City meet groundwater sustainability requirements.
- **Water Conservation Plan:** The City's Conservation Plan is an Odd/Even watering schedule composed of Five Phases; Phase I is a Voluntary 3-day Watering a week Schedule; Phase II, is a Mandatory 3-day Watering a-week Schedule; Phase III, is a Mandatory 2-day Watering a week Schedule; Phase IV, is a Mandatory 1-Day Watering week Schedule; and Phase V, is a No Outdoor Watering schedule. Through the implementation of mandatory conservation, the City has been able to maintain a cumulative GPCD conservation total reduction of twenty-five percent (25%) from June 2015 through April 2023.

Public Health & Safety Element

The purpose of the Public Health & Safety Element is to identify the natural and man-made public health and safety hazards that exist within the City and to establish preventative and responsive policies and programs to mitigate their potential impacts. This Element addresses geologic hazards; wildfire hazards; hazardous materials; flood hazards; and safety services such as law enforcement, fire protection, and emergency response.

2023 Activities

- **New Monitor Nozzle:** Ladder Truck #T73, City Equipment #2195, is an active Fire Apparatus and the only aerial ladder truck in the city and nearby vicinity. The truck is in need of a replacement of the monitor nozzle.

- **Fire Vehicles Update:** The Fire Department fleet currently includes five Type 1 Fire Engines. Three serve as the initial response from each fire station, and two serve as reserve engines used on major emergencies and when front-line apparatuses are taken out of service for repair or maintenance. One reserve engine (unit 2194) was purchased in 2005 and is scheduled for replacement during the 2025-2026 Fiscal Year. Additionally, the Ladder Truck (unit 2195) was purchased in 2006 and is scheduled for replacement during the 2026-2027 Fiscal Year. The lead time in manufacturing an engine is approximately 550 days (1.5 years). The Tiller Ladder Truck will take approximately 650 days (2 years). In order to meet the replacement times of each apparatus, the manufacturing process must be initiated. This will facilitate keeping the replacement schedule and minimize cost, as apparatus prices are anticipated to increase in January 2024. Staff have also identified the need for a new Fire Station 74 and are in the process of pursuing land acquisition. This was supported by the Department's Standards of Coverage Community Risk Reduction Survey. Again, due to lead time in manufacturing fire apparatus, the process of purchasing an initial response engine for that station should be initiated. This will facilitate fire and life safety protection for the projected growth of the City and minimize the associated risk for the public and Department personnel. The Fire Department was authorized to start this process of replacing engines and acquiring a new engine.
- **Live Burn Training Tower:** The training tower is four stories with three live fire burn chambers. It has a large simulated commercial roof and two simulated residential roof props, all venting over live smoke/fire. This training tower was designed to meet the Fire Department's training recommendations in the SART report and provide a complete training tower for future firefighters. This tower also fulfills the Insurance Services Office (ISO) training requirements and NFPA 1403 standards for live fire training.
- **Automatic Aid Agreement with Cal Fire Tulare Unit:** The automatic aid agreement outlines that Cal Fire will provide the Porterville Fire Department with one engine and a minimum of three personnel within the Porterville city limits at no cost to the City. In return, the Porterville Fire Department will provide two personnel on the Water Tender or Patrol to predetermined geographical areas as highlighted in this Agreement. Response areas were evaluated for call volume and potential for life and property loss. If Porterville Fire has resources assigned to a Cal Fire incident for longer than four hours, Porterville Fire will be reimbursed at rates already set forth in the adopted California Fire Assistance Agreement (CFAA)
- **Police K-9 Safety:** The Police Department accepted the K-9 Safety Equipment Grant to provide more protection for their K-9 officers. The Police Department used this grant to purchase two ballistic vests.
- **Expand Unmanned Aerial System:** The Unmanned Aerial System is a program implemented by the Police Department, which uses drones to monitor various activities, survey natural disasters, search areas, gather intelligence, and support tactical operations. The Police Department got approval to expand this program to include the DJI Matrice 30T. This drone has advanced features that will increase the usefulness of this program.
- **School Resource Officers:** A joint funding agreement was reached with both Burton School District and Porterville Unified School District to provide School Resource Officers.
- **Upfit Police Vehicles:** The Police Department was authorized to outfit six (6) of their cars to become new patrol cars.
- **Security Updates at Police Station:** New fencing and gates were installed at the Police Department. The project started in 2023 and is projected to be completed in 2024.

- **Office of Traffic Safety Grant:** The Police department received over 100K in grant funding from the Office of Traffic Safety for traffic enforcement and traffic education. Funding was used for anti-DUI training for four (4) officers.
- **New Animal Control Building:** Construction started in 2023 and it is nearly complete.
- **ArcGIS Upgrade:** The GIS Division acquired ArcGIS Enterprise in December 2023. ArcGIS Enterprise will improve the GIS IT infrastructure with better database security and provide unlimited viewer licenses for city employees to view our internal maps. These maps are essential to emergency dispatch. These maps are also integral to Emergency Operations, such as this year's flood emergency. Full implementation of ArcGIS Enterprise is expected to be completed by April 2024.

Public Utilities Element

The purpose of the Public Utilities element is to provide policies and programs to ensure that the public utilities and services the community relies on will have the capacity to serve new development under the General Plan without degrading existing service levels. The public utilities provided by the City of Porterville or quasi-public organizations include water, wastewater, stormwater, solid waste, electricity, natural gas, and telecommunications.

2023 Activities

- **Island Annexation Area 457 Sewer Project:** The project consisted of the installation of 6,101 lineal feet (1.15 miles) of 8" and 6" diameter sewer mains, fourteen (14) sewer manholes and 114 sewer laterals. This project is complete.
- **Island Annexation Area 474 B Sewer Project:** The project consisted of the installation of 6,872 lineal feet (1.30 miles) of 8" and 6" sewer mains, twenty-four (24) sewer manholes, and 107 sewer laterals. This project is complete.
- **Island Annexation Area 475 Sewer Project:** The project consisted of the installation of 7,550 lineal feet (1.43 miles) of 8" and 6" sewer mains, twenty-six (26) sewer manholes, and 102 sewer laterals. This project is complete.
- **Island Annexation Area 478 B & C Sewer Project:** The project consisted of the installation of 9,476 lineal feet (1.79 miles) of 8" and 6" sewer mains, thirty-one (31) sewer manholes, and 154 sewer laterals. This project is complete.
- **Island Annexation Area 479 Sewer Project:** The project consisted of the installation of 9,273 lineal feet (1.76 miles) of 8" and 6" sewer mains, thirty-four (34) sewer manholes, and 202 sewer laterals. This project is complete.
- **Akin and Central Mutual Water Consolidation Project:** The project consisted of the installation of new water lines and connections; the removal of old and/or temporary water system lines; the installation of fire hydrants, water meters, and backflows; and the destruction of the water system wells to fully consolidate the two water systems into the City's system.
- **Drilling Phase of Well 34:** This project included the drilling of a 710-foot-deep pilot hole, conducting geophysical logging and water quality sampling in the pilot hole, reaming the pilot hole, and constructing a 690-foot-deep production well utilizing the reverse rotary drilling method. This project completed phase 1. In the process of getting a bid for equipment of the well.
- **Well 37:** This project completed phase I.

- **Construction and Completion of the Tertiary Wastewater System Facility in partnership with the Tule River Indian Tribe of California:** The construction of TWSF was constructed in a 1/3 2/3 partnership with the Tule River Indian Tribe for the purposes of serving the casino and sports complex. This would reduce demands on potable water and provide a reliable supply to these sites. The capacity of the plant is .308 MGD.

Noise Element

The purpose of the Noise Element is to identify the existing noise sources within the City and to establish policies and programs to mitigate potential impacts through both preventative and responsive measures. The regulation of noise sources such as traffic, railroad operations, and aircraft operations is overseen by State and federal agencies; therefore, this element has a direct correlation with the land use, circulation, and housing elements.

2023 Activities

No substantial noise-element activities were implemented.

Housing Element

As noted in the Introduction, HCD requires the reporting of the Housing Element on specific state reporting forms. The method of reporting the Housing Element is established by HCD with the purpose of tracking overall housing production in a community, as well as a jurisdiction's progress toward meeting its Regional Housing Needs Allocation (RHNA). The City's Housing Element APR for 2023 is pending Final Admin Draft to be submitted to city staff for final review by the project's consultant.



CITY COUNCIL AGENDA – MARCH 19, 2024

SUBJECT: 2023 Housing Element Annual Progress Report

SOURCE: Community Development

COMMENT: Pursuant to Government Code Section 65400(a)(2), each governing body is required to prepare an annual report on the status and progress of implementing the jurisdiction's Housing Element of the General Plan. Housing Element Annual Progress Reports (APR), using forms and definitions adopted by the California Department of Housing and Community Development (HCD), are due annually by April 1st, covering the preceding calendar year. The attached report evaluates the progress made towards the implementation of the 2015-2023 Housing Element programs and housing production during the period between January 1, 2023, and December 31, 2023.

In 2015, the City Council adopted, and the HCD certified, the City of Porterville's 2015-2023 General Plan Housing Element. The Housing Element is one of the many chapters of the City's General Plan. The General Plan is a state-mandated comprehensive, long-term planning document that addresses a multitude of land use-related issues designed to provide policy guidance. The Housing Element addresses present and future housing opportunities for Porterville residents. The Housing Element is the only General Plan Element that requires review and certification by the HCD. Additionally, state law requires local jurisdictions to update the Housing Element every eight years and file an annual Housing Element progress report to the HCD and the Governor's Office of Planning & Research (OPR) by April 1 of each year.

The Annual Report identifies Porterville's Regional Housing Needs Assessment (RHNA) allocation and self-stated housing production goals (referred to as the "Quantified Objective"). The completed Housing Element Annual Progress Report describes the following:

- Progress made towards meeting these goals, quantified by the total number of building permits issued for new housing units during the reporting year, and the total number of housing units entitled and completed; and
- Status of other action items outlined in the Housing Element's Implementation Program.

During the 5th RHNA (Regional Housing Needs Assessment) planning period, the City of Porterville has made progress on Housing Element program implementation and has seen an increase in housing unit approvals and

production. The RHNA goal for the 5-year period was 3,196 housing units and the City was able to achieve was 1084 housing units.

For the period of January 1, 2023, and December 31, 2023, the City deemed complete and approved planning entitlement applications for 254 new units, including Single Family Residential (SFR), Accessory Dwelling Units (ADU), and Multifamily Residential of which 148 are low-income units. The City is also currently processing entitlement applications for one (2) multi-family residential projects for 74 units and four (5) Single family residential projects for 457 new housing units.

Following the City Council's receipt of the Housing Element Progress Report, the Report will be sent to OPR and HCD for their review/filing.

RECOMMENDATION: That the City Council review the 2023 Annual Housing Element Progress Report and direct the Planning Division to submit the report to the California Department of Housing and Community Development and the Governor's Office of Planning and Research.

ATTACHMENTS: 1. 2023 Draft Housing Element Progress Report

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Acting Community Development Director

Final Approver: Patrice Hildreth, City Manager

Please Start Here

General Information	
Jurisdiction Name	Porterville
Reporting Calendar Year	2023
Contact Information	
First Name	Rocio
Last Name	Mejia
Title	Assistant Planner
Email	rmejia@ci.porterville.ca.us
Phone	5597827460
Mailing Address	
Street Address	291 N. Main Street
City	Porterville
Zipcode	93257

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

[Click here to download APR Instructions](#)

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

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Optional: This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

Optional: Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is reopened.

Optional: This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: <https://apr.hcd.ca.gov/APR/login.do>

Toggles formatting that turns cells green/yellow/red based on data validation rules.

Submittal Instructions

Please save your file as Jurisdictionname2023 (no spaces). Example: the city of San Luis Obispo would save their file as SanLuisObispo2023

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. **Online Annual Progress Reporting System - Please see the link to the online system to the left.** This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. **Email** - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov, and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

Jurisdiction	Porterville	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Housing Element Planning Period	5th Cycle	12/31/2015 - 12/31/2023

Building Permits Issued by Affordability Summary		
Income Level	Current Year	
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	27
Moderate	Deed Restricted	0
	Non-Deed Restricted	55
Above Moderate		0
Total Units		82

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	0	49	0
2 to 4 units per structure	0	6	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	0	27	1
Mobile/Manufactured Home	0	0	0
Total	0	82	1

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	47	50
Not Indicated as Infill	32	32

Housing Applications Summary		
Total Housing Applications Submitted:		19
Number of Proposed Units in All Applications Received:		525
Total Housing Units Approved:		0
Total Housing Units Disapproved:		0

Use of SB 35 Streamlining Provisions - Applications		
Number of SB 35 Streamlining Applications		0
Number of SB 35 Streamlining Applications Approved		0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 35 (2017)	0	0

Ministerial and Discretionary Applications	# of Applications	Units
Ministerial	12	147
Discretionary	7	378

Density Bonus Applications and Units Permitted		
Number of Applications Submitted Requesting a Density Bonus		0
Number of Units in Applications Submitted Requesting a Density Bonus		0
Number of Projects Permitted with a Density Bonus		0
Number of Units in Projects Permitted with a Density Bonus		0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	14
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Porterville
Reporting Year	2023 (Jan. 1 - Dec. 31)
Planning Period	5th Cycle 12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table A

Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density B/C Applica	
1		2		3	4		5							6		7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA, SFD, 2 to 4.5+ ADU, MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select streamlining provisions the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?
Summary Row: Start Data Entry Below																			
	261-030-082	Chase Ave.	Maldonado	PRC 2023-001	5+	R	12/30/2022	0	0	0	0	0	525	0	525	0	0	NONE	No
	240-081-007	15449 Road 223	Urban Lot Split 15449 Road 223	PRC 2023-002	SFD	O	1/4/2023						2		2			SB 9 (2021) - Residential Lot Split	No
	253-250-029	562 N. Park St.	Baca TPM	PRC 2023-004	SFD	O	1/13/2023						2		2			NONE	No
	245-010-087	Westwood/West field	Brookside	PRC 2023-012	SFD	O	3/21/2023						229		229			NONE	No
	245-540-047	1654 W. Pioneer Ave.	Navarrete Parcel Map	PRC 2023-014	SFD	O	4/17/2023						4		4			NONE	No
	243-330-031	2204 W. Castle Ave.	Callison Annexation	PRC 2023-016	SFD	O	4/26/2023						4		4			NONE	No
	268-100-005	1535 W. Pioneer Ave.	Pannu TSM	PRC 2023-021	SFD	R	7/16/2023						5		5			NONE	No
	243-081-010 243-081-012 243-081-013	Ave 178/ Orange Belt	Miller Subdivision	PRC 2023-023	SFD	O	7/26/2023						84		84			NONE	No
	254-060-032	Putnam Ave./Crestview	Crestview Park	PRC 2023-026	SFD	O	8/9/2023						46		46			NONE	No
	245-540-053	Pioneer Ave.	Bareng TSM	PRC 2023-027	SFD	O	8/15/2023						10		10			NONE	No
	248-080-046	E. Henderson Ave./Plan St.	Henderson Multi-Family	PRC 2023-028	2 to 4	R	8/10/2023						3		3			NONE	No
	261-094-002	329 South A St.	Haas Multi-Family	PRC 2023-029	5+	R	8/11/2023						6		6			NONE	No
	253-205-005	331 N. Fourth St.	Ennis Multi-Family	PRC 2023-031	2 to 4	R	8/25/2023						3		3			NONE	No
	253-250-028	685 E. Grand Ave.	Sierra Parcel Map	PRC 2023-032	SFD	O	9/1/2023						4		4			NONE	No
	268-100-005	Indiana St.	Villas at Winding Creek	PRC 2023-035	SFD	O	10/2/2023						28		28			NONE	No
	240-092-011	115 N. Westwood St.	Westwood Multi-Family	PRC 2023-037	2 to 4	R	9/21/2023						6		6			NONE	No

Jurisdiction	Porterville
Reporting Year	2023 (Jan. 1 - Dec. 31)
Planning Period	5th Cycle 12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

		1	2										3	4
Income Level			RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	623	-	-	-	-	-	-	-	63	-	-	76	547
	Non-Deed Restricted		-	-	-	-	10	-	-	-	3	-		
Low	Deed Restricted	576	-	3	2	2	1	8	-	15	68	-	213	363
	Non-Deed Restricted		-	-	-	-	24	4	-	2	57	27		
Moderate	Deed Restricted	566	-	-	-	-	-	-	-	2	-	-	326	240
	Non-Deed Restricted		-	97	40	15	41	2	31	33	10	55		
Above Moderate		1,431	-	8	1	2	11	64	30	118	63	-	297	1,134
Total RHNA		3,196												
Total Units			-	108	43	19	87	78	61	233	201	82	912	2,284
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date	Total Units Remaining	
		Extremely low-Income Need												
Extremely Low-Income Units*		312	-	-	-	-	-	-	-	39	-	-	39	273

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th

cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

VLI Deed Restricted
VLI Non Deed Restricted

Jurisdiction	Porterville	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

Note: "+" indicates an optional field

Table C
Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction	Porterville
Reporting Year	2023 (Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report			
<p>Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.</p>			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Housing Rehabilitation Program	Assist approximately 5 low-income households with current funding through 2020, with an objective of assisting 1-2 households annually if additional funding becomes available	2015-2020	While the City had established a goal of assisting two (2) households for 2023 PY, one (1) household was assisted, one (1) is in the rehabilitation application process and three (3) applications were received that did not meet the Program guidelines.
Home Buyer Assistance	Assist 5 households to purchase first home, with an objective of assisting 1 households annually if additional funding becomes available.	Yearly	The City had a goal of 1 household for the 2023 PY and assisted two (2) household, five (5) are in progress, and thirteen (13) applications were received that did not meet the Program guidelines. The City assisted 1 household, which represents an investment of \$181,250.00 in Federal CDBG and HOME, & CalHome state grant funds.
Home Buyer Education Classes	4 classes held per year.	Yearly	The City held 4 classes and 38 individuals participated in virtual instruction. First Time Homebuyer classes were put on hold in July 2023 due to a federal Audit of the HUD Housing Counselor program and no classes were able to be held until January 2024.
Mortgage Credit Certificate Program	1 family from Porterville guided to HATC's program per year	Yearly	The Housing Authority of Tulare County no longer offers this program.
Local, State, and Federal Funding	3 programs developed in 5th Cycle.	2015-2023	The City has partnered with Upholdings to develop, Finca Serena, an 80 unit affordable housing apartment complex using a variety of public funds, in October 2021 they broke ground on the project. The project completed construction in 2023 and the Certificate of Occupancy was issued on 5/16/2023. Carolita another affordable housing project consisting of 68 units was completed in 2023 and received the Certificate of Occupancy on 10/11/2023.

Expedited Entitlement Process for Special Populations Housing	3 projects developed during 5th Cycle	2015-2023	The City worked with Self Help Enterprises and the Tule River Tribe to open the affordable 40 unit Nupchi Xo' Oy Apartments that opened in 2021 following completion. Project continues to operate successfully.
Remove Constraints and Provide Reasonable Accommodations for Housing Designed for Persons with Disabilities	1 outreach effort to disabled community per year to encourage renovations. Establish new comment period for development projects to educate and encourage developers regarding adapted housing.	Yearly	In 2023, the City did not authorize any rehabilitation monies to rehabilitate homes to have accessibility ramps. There were at least 10 inquiries about the program; however, due to the Program guidelines, they did not meet the requirements, such as home on a permanent foundation or home within City limits.
Case Management	Provide case management for Permanent Supportive Housing in order to provide life skills to individuals who have experienced chronic homelessness and have a verifiable disability, mental health issue, substance abuse, or HIV/AIDS. Funds are awarded as they are available and vary by year.	Yearly	<p>The City allocates CDBG funds for case manager salaries for the Permanent Supportive Housing (PSH) Program administered by Family Services of Tulare County, which provides the following services: referrals to counseling and dentist, life skills training, transportation, home visits/case management and delivery of food and hygiene products. Six (6) individuals received new or continued access to these services. The annual goal of two persons assisted has been consistently met.</p> <p>A second PSH program (11 units) is supported with (Permanent Local Housing Allocation) PLHA funds received by the City of Porterville. First year they received \$34,275.40, the second year they received: \$53,274.50 and the 3rd year, they will be receiving \$12,894.00.</p>

Fair Housing	<p>Fair Housing Education aims to promote equal and fair access to housing opportunities for all individuals regardless of their race, ethnicity, national origin, religion, gender, age, familial status, or disability. The objective of Fair Housing Education is to raise awareness about these laws and regulations and to provide information and resources to help individuals and housing providers understand and comply with them. This includes educating people on their rights and responsibilities under the law, as well as providing training to housing providers on how to avoid discrimination and promote fair housing practices.</p>	Yearly	<p>On January 18, 2022, the City Council authorized staff to distribute a joint Request for Proposals (RFP) for Fair Housing education services. Community Services Employment Training (CSET) was awarded the contract to provide culturally appropriate outreach and fair housing education opportunities for families and individuals within the City of Porterville and provide landlords and property managers with education in fair housing law and practice to reduce the incidence of housing discrimination. In June of 2022, CSET began its efforts, which focused on program setup and implementation, and marketing of the program via social media and community partner agencies. A community presentation and one-to-one session were held, with a total of 7 community partners and 1 community member served. During the reporting period, our organization provided Fair Housing Education to 13 individuals. While the goal of 30 individuals assisted was not met due to the new program starting in June. Also, due to both staff shortages and the impact of COVID-19. These factors created numerous challenges for the organization, making it difficult to maintain normal operations. Increased numbers are anticipated moving forward.</p>
Infrastructure Improvements	<p>Pursue 4 grants in the 5th cycle.</p>	2015-2023	<p>The Draft Consolidated Plan for 2020 implemented a formal program to authorize funds for infrastructure improvements. The Environmental Review Report (ERR) Phase for the Henrahan/Grand project was completed. The project was expanded and is ready to begin now that the ERR has been completed. The project is finalizing designs and next step is to obtain the bids. The project should be completed by the end of 2024.</p> <p>The bond for \$13 million for infrastructure improvement in under developed areas of the City for sewer projects is near complete. The project which included the Sewer Annexation Area 457, 474, 475, 478 and 479 has been completed. Annexation area 476 is in the paving phase and is anticipated to be complete 2024.</p> <p>The ERR has been completed for the Butterfield Stage Corridor trails project and is currently in the design phase.</p>

Energy Conservation	Provide two referrals per year.	Yearly	As rehabilitation loans are approved and expended, the City also authorizes new roofs, windows and HVAC systems. Additionally, 10 households have been referred to the Weatherization program administered by a local-nonprofit to assist them in weatherization of their homes. Additionally, as the City partners with CSET for the FTHB Education class, those attending the course are informed of CSET's programs which include a weatherization program
LINC Services	To connect persons experiencing homelessness with critical services, such as housing assistance, legal services, social services and access to mainstream benefits, and provide consumables and supplies. Funds are awarded as they are available and amount varies by year.	Yearly	LINC serves as a mini-resource fair and is held twice a month at the Porterville Welcome Center (PWC). The committee will support the PWC and KTHA to facilitate connections to the services needing to be made available, volunteer at events, fundraise and provide ongoing planning and coordination of services that LINC may be missing. The intention of LINC is to connect persons experiencing homelessness with critical services, such as housing assistance, legal services, social services and access to mainstream benefits, and provide consumables and supplies. In 2023, the program served 404 individuals.
Navigation Center	To serve adults experiencing homelessness and link them to community resources. Funds are awarded as they are available and amount varies by year.	Yearly	The City partnered with Kings View to provide services for a Navigation Center in Porterville. The site of the center was purchased by the City from the Porterville Unified School District and continues to be leased to Kings View for \$1/year. The Porterville Navigation Center (PNC) consists of 15 emergency shelter beds and 15 bridge housing beds that serve adults experiencing homelessness along with their partner and pets. Program guests are provided space for storage of their possessions, allowed, one dog on site, and offered services that are voluntary and include case management, housing locations, meals, life skills training, laundry, and linkages to community resources. Bridge housing beds are referred exclusively by the Coordinated Entry System. Emergency shelter beds can be self-referred by someone experiencing homelessness, through CES, or by another service provider. In 2023, the program served 2,373 unduplicated unsheltered in the community of Porterville. The Center is supported with (Permanent Local Housing Allocation) PLHA funds received by the City of Porterville. The first year they received: \$154,239; 2nd year they received: \$277,733 and the 3rd year they will be receiving \$106,180.74.
Emergency Shelter Operating Expenses	To provide Emergency Shelter for individuals and families in crisis. Funds are awarded as they are available and amount varies by year.	Yearly	The Central California Family Crisis Center (CCFCC) is an Emergency Shelter that is supported with (Permanent Local Housing Allocation) PLHA funds received by the City of Porterville. First year they received: \$137,101.59; 2nd year they received: \$175,099.80 and the 3rd year they will be receiving \$54,973.53.

Jurisdiction	Porterville	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1⁺. For detailed reporting requirements, see the checklist here:
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									



CITY COUNCIL AGENDA – MARCH 19, 2024

SUBJECT: HOME Investment Partnerships Program (HOME) Grant Application

SOURCE: Community Development

COMMENT: At its last City Council meeting on March 5, 2024, the City Council approved the submittal of a request to the California Department of Housing and Community Development (HCD) to disencumber \$400,000 of the City of Porterville's 19-HOME-14972 grant. The funds that were awarded in 2020 had not been spent due to a hold that was placed on the funds while the State's guidelines were being reviewed at the Federal level. In that report, staff recommended not applying for additional grant funds under the new Notice of Funding Availability (NOFA), as the City has a significant amount of program income that has accumulated for the past couple of years while the City has been unable to expend any HOME funds. The Request Letter has been executed and sent to HCD for processing.

HCD representatives have since reached out to staff and requested that the City reconsider applying for grant funds under the new NOFA despite the continued hold and program income balance. While staff was concerned that the City would be unable to meet the expenditure deadline for any new grant funds awarded, because program income is expended first, HCD encouraged staff to apply and indicated that an extension or another disencumbrance request could be submitted if necessary. They also reiterated that the City would not be penalized for either request in the future. They also emphasized that the PI accumulated during this hold period could be transferred to a multifamily affordable development project once one is identified.

Under HOME, the HCD provides federal funding through specified recipients to conduct the following activities:

1. New Home Construction;
2. Acquisition of Existing Residential Units;
3. Rehabilitation of Existing Residential Units; and
4. Tenant-Based Rental Assistance.

In light of recent discussions with HCD, staff is recommending that the City Council reconsider approving staff to submit a \$500,000 application by the April 9, 2024, deadline for the continuation of the City's First Time Low Income Homebuyer program (FTHB). Two and a half percent (2.5%) of the grant is allowed for general administration and another six and a half percent (6.5%) can be utilized for activity delivery costs associated with the projects funded. The City is able to apply for this amount of funding since the typical 25% match requirement is being waived in this round of funding.

In applying for these HOME funds, the City is taking measures to implement programs outlined in the State and certified Porterville Housing Element, and the 2020 Five-Year Consolidated Plan.

RECOMMENDATION:

That City Council:

1. Adopt the draft Resolution approving the submittal of a HOME Investment Partnership Program (HOME) funding application for \$500,000 for the continuation of the First Time Low Income Homebuyer Program;
2. Authorize the Mayor to execute all documents pertaining to the HOME program; and
3. Authorize the Community Development Director to execute, in the name of the City of Porterville, project drawdown requests, and all other administrative documents required by the California Department of Housing and Community Development or the U.S. Department of Housing and Urban Development for administration of the HOME Program.

ATTACHMENTS:

1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Acting Community Development Director

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. ____-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING
UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM; AND IF SELECTED,
THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO,
AND OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME
INVESTMENT PARTNERSHIPS PROGRAM

WHEREAS:

- A. The California Department of Housing and Community Development (the “Department”) is authorized to allocate HOME Investment Partnerships Program (“HOME”) funds made available from the U.S. Department of Housing and Urban Development (“HUD”). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200.
- B. On January 19, 2024, the Department issued a Notice of Funding Availability announcing the availability of funds under the HOME program (the “NOFA”).
- C. In response to that HOME NOFA, [City of Porterville] a *municipal corporation* (the “Applicant”), wishes to apply to the Department for, and receive an allocation of, HOME funds.

IT IS NOW THEREFORE RESOLVED THAT:

1. In response to the above-referenced HOME NOFA, the Applicant shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed [Five Hundred Thousand Dollars (\$500,000.00)] for the following activities and/or programs:

Acquisition-only Down Payment Assistance – funds are awarded to a HOME-eligible Applicant(s) to provide loans to homebuyers for acquisition of a modest dwelling that the homebuyer selects from the open market to be located in [City of Porterville limits]

2. If the application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant will also execute a Standard Agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).

3. The Applicant authorizes [the Mayor] to execute, in the name of the Applicant, the HOME Standard Agreement.

4. The Applicant authorizes [Community Development Director] or their designee(s) to execute, in the name of the Applicant, all other required documents.

PASSED, APPROVED AND ADOPTED THIS 19th DAY OF March 2024.

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, City Clerk

By: _____

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk



CITY COUNCIL AGENDA – MARCH 19, 2024

SUBJECT: Renewal of Airport Lease Agreement Lot No. 34D

SOURCE: Finance

COMMENT: Scott Creager is the current leaseholder of Lot No. 34D at the Porterville Municipal Airport. The current lease expires on May 31, 2024. The City has received a request from Scott Creager dated March 4, 2024, to renew the lease for a period of fifteen (15) years. The lot is approximately 2,350 square feet in area and will rent for a rate of \$0.392 per square foot per year, with an annual adjustment according to the change in the Consumer Price Index, beginning on January 1, 2025, and each January thereafter. The lease will begin on June 1, 2024, and expire on May 31, 2039. The hangar will be utilized for the parking and storage of aircraft.

RECOMMENDATION: That the City Council approve the renewal of the Lease Agreement between the City and Scott Creager for Lot No. 34D at the Porterville Municipal Airport for a term of fifteen (15) years.

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

March 4, 2024

To whom this may concern,

I Scott Creager, would like to extend my lease agreement with the City of Porterville for Lot 34D for an additional 15 years to the year 2039.

I will be storing my personal airplane in the hangar.

Thank you,



Scott Creager

LEASE AGREEMENT
POTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT (“Lease”), executed at Porterville, California the 19th day of March, 2024, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as “City” and Scott Creager, hereinafter referred to as “Lessee.”

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 34D at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on June 1, 2024, both parties having executed the same, and shall terminate on May 31, 2039, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Notwithstanding the stated term of the Lease, the City may terminate this Lease at its pleasure and repossess the premises therein described upon three months' notice thereof and upon paying to the lessee the market value of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the council, and a lessee appraiser appointed by the lessee. The parties will follow Charter Section 68 concerning the determination of

the value of the improvements.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.392 per square foot per year. Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 2,350 square feet of land area, said rental rate will be \$921.20 annually, payable in advance.

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

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

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

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

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

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

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

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

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

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

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be

incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

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

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

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

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

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

demised premises during the term of this Lease or any holding over.

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

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary,

Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

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

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

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

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

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

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

22. Rights of United States Government: This Lease and all the provisions hereof shall be

subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

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

To the Lessee: Scott Creager
[REDACTED]
Visalia, CA 93277

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

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

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

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

transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

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

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

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

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

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and

abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

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

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

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

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City

the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.

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

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

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

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

35. Construed Pursuant to California Law: The parties hereto agree that the provisions of this Lease will be construed pursuant to the laws of the State of California.

36. Venue: If either Lessee or City initiates an action to enforce the terms hereof or declare

rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. Lessee hereby waives any rights he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

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

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

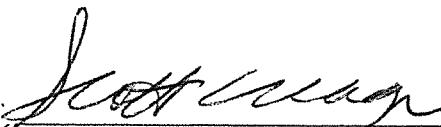
39. Time of Essence: Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.

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

CITY OF PORTERVILLE

LESSEE

By: _____
Martha A. Flores, Mayor

By: 
Scott Creager

ATTEST:

By: _____
Patrice Hildreth, City Clerk

APPROVED AS TO FORM:

By: _____
Julia M. Lew, City Attorney

AIRPORT LEASE SITES

 NORTH

TAXIWAY

TAXIWAY

HANGAR ROAD

HOPE ROAD

THUNDERBOLT DR.

ADMIN.
BLD.

44A 44B 44C

40	41	42	43
36	37	38	39

45

46A 46B 46C 46D

47

50

35



A	B	C	34	D	E	F
33						

32A B C

31C

31A 31B

30B

30A1 30A2 30A3



CITY COUNCIL AGENDA – MARCH 19, 2024

SUBJECT: Renewal of Airport Lease Agreement Lot No. 34E

SOURCE: Finance

COMMENT: Michael and Debbie Quatacker are the current leaseholders of Lot No. 34E at the Porterville Municipal Airport. The current lease expires on May 31, 2024. The City has received a request from Michael and Debbie Quatacker dated December 8, 2023, to renew the lease for a period of ten (10) years. The lot is 2,350 square feet in area and will rent for a rate of \$0.392 per square foot per year, with an annual adjustment according to the change in the Consumer Price Index, beginning on January 1, 2025, and each January thereafter. The lease will begin on June 1, 2024, and expire on May 31, 2034. The hangar will be utilized for the parking and storage of aircraft.

RECOMMENDATION: That the City Council approve the renewal of the Lease Agreement between the City and Michael and Debbie Quatacker for Lot No. 34E at the Porterville Municipal Airport for a term of ten (10) years.

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

Re: Fw: Renewal of Airport Lease Agreements

Debbie Quatacker <debbie@quatacker.com>

Mon 2/19/2024 10:21 AM

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

Caution! This message was sent from outside your organization.

[Block sender](#)

Good morning Janie. Mike would like ten years.

On Thu, Feb 15, 2024 at 3:02 PM Debbie Quatacker <debbie@quatacker.com> wrote:

I will find out and let you know.

On Mon, Feb 12, 2024 at 5:49 PM Janie Rodriguez <jrodriguez@ci.porterville.ca.us> wrote:

Hi Debbie,

Please let me know the renewal period (5 years, 10 years, other).

Thank you.

From: Debbie Quatacker <debbie@quatacker.com>

Sent: Friday, December 8, 2023 10:04 AM

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

Subject: Re: Renewal of Airport Lease Agreements

Good morning Janie. Yes, Mike and I would like to renew the lease for 34E. Also, Matt has asked that I handle the matter for him and on his behalf request a renewal of his lease for Lot 36. I shall await your further instructions.

Best regards,

Debbie

LEASE AGREEMENT
POTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT (“Lease”), executed at Porterville, California the 19th day of March, 2024, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as “City” and Michael Quatacker and Debbie Quatacker, hereinafter referred to as “Lessee.”

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 34E at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on June 1, 2024, both parties having executed the same, and shall terminate on May 31, 2034, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Notwithstanding the stated term of the Lease, the City may terminate this Lease at its pleasure and repossess the premises therein described upon three months' notice thereof and upon paying to the lessee the market value of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the council, and a lessee appraiser appointed by the lessee. The parties will follow Charter Section 68 concerning the determination of

the value of the improvements.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.392 per square foot per year. Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 2,350 square feet of land area, said rental rate will be \$921.20 annually, payable in advance.

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

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

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

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

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

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

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

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

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

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

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be

incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

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

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

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

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

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

demised premises during the term of this Lease or any holding over.

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

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary,

Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

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

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

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

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

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

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

22. Rights of United States Government: This Lease and all the provisions hereof shall be

subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

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

To the Lessee: Michael Quatacker
Debbie Quatacker
[REDACTED]
Porterville, CA 93257

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

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

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

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

any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

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

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

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

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

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including

attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

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

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

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

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner

termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.

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

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

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

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

35. Construed Pursuant to California Law: The parties hereto agree that the provisions of this Lease will be construed pursuant to the laws of the State of California.

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

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

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

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

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

CITY OF PORTERVILLE

By: Martha A. Flores, Mayor

LESSEE

By: Michael Quatacker
Michael Quatacker

By: Debbie Quatacker
Debbie Quatacker

ATTEST:

By: Patrice Hildreth, City Clerk

APPROVED AS TO FORM:

By: Julia M. Lew, City Attorney

AIRPORT LEASE SITES

NORTH

44A 44B 44C

40	41	42	43
36	37	38	39

35

A	B	C ³⁴	D	E	F
33					

32A B C

31C

31A 31B

30B

30A1 30A2 30A3

TAXIWAY

TAXIWAY

**SUBJECT
LOCATION**

HANGAR ROAD

ADMIN.
BLD.

HOPE ROAD

THUNDERBOLT DR.



CITY COUNCIL AGENDA – MARCH 19, 2024

SUBJECT: Renewal of Airport Lease Agreement Lot No. 36

SOURCE: Finance

COMMENT: Matthew Quatacker is the current leaseholder of Lot No. 36 at the Porterville Municipal Airport. The current lease expires on May 31, 2024. The City has received a request from Matthew Quatacker dated March 6, 2024, to renew the lease for a term of ten (10) years. The lot is approximately 4,200 square feet and will rent for a rate of \$0.392 per square foot per year, with an annual adjustment according to the change in the Consumer Price Index, beginning on January 1, 2025, and each January thereafter. The lease will begin on June 1, 2024, and expire on May 31, 2034. The hangar will be utilized for the parking and storage of aircraft.

RECOMMENDATION: That the City Council approve the renewal of the Lease Agreement between the City and Matthew Quatacker for Lot No. 36 at the Porterville Municipal Airport for a term of ten (10) years.

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

MATT QUATACKER
2101 Wildcat Way, Porterville, CA 93257

March 6, 2024

Janie Rodriguez
City of Porterville

I am hereby requesting a renewal of the lease for Lot ³¹⁰~~34~~, Porterville Municipal Airport, for a period of ten (10) years, commencing June 1, 2024.

Very truly yours,



MATT QUATACKER

LEASE AGREEMENT
POTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT (“Lease”), executed at Porterville, California the 19th day of March, 2024, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as “City” and Matthew Quatacker, hereinafter referred to as “Lessee.”

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 36 at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on June 1, 2024, both parties having executed the same, and shall terminate on May 31, 2034, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Notwithstanding the stated term of the Lease, the City may terminate this Lease at its pleasure and repossess the premises therein described upon three months' notice thereof and upon paying to the lessee the market value of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the council, and a lessee appraiser appointed by the lessee. The parties will follow Charter Section 68 concerning the determination of

the value of the improvements.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.392 per square foot per year. Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 4,200 square feet of land area, said rental rate will be \$1,646.40 annually, payable in advance.

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

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

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

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

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

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

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

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

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

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

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be

incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

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

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

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

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

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

demised premises during the term of this Lease or any holding over.

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

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary,

Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

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

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

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

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

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

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

22. Rights of United States Government: This Lease and all the provisions hereof shall be

subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

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

To the Lessee: Matthew Quatacker
[REDACTED]
Porterville, CA 93257

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

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

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

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

transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

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

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

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

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

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and

abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

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

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

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

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City

the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.

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

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

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

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

35. Construed Pursuant to California Law: The parties hereto agree that the provisions of this Lease will be construed pursuant to the laws of the State of California.

36. Venue: If either Lessee or City initiates an action to enforce the terms hereof or declare

rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. Lessee hereby waives any rights he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

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

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

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

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

CITY OF PORTERVILLE

LESSEE

By: _____
Martha A. Flores, Mayor

By: _____
Matthew Quatacker

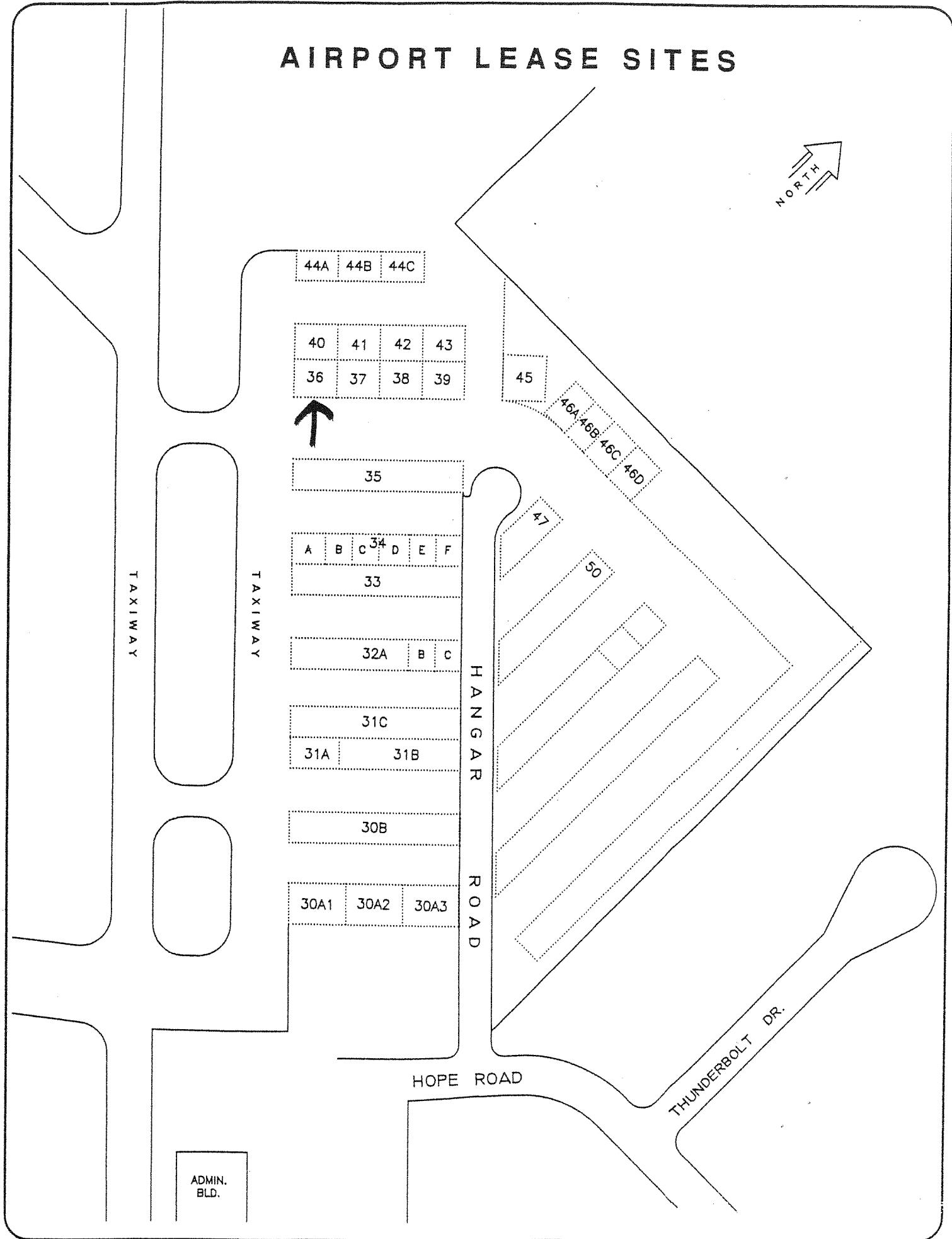
ATTEST:

By: _____
Patrice Hildreth, City Clerk

APPROVED AS TO FORM:

By: _____
Julia M. Lew, City Attorney

AIRPORT LEASE SITES





CITY COUNCIL AGENDA – MARCH 19, 2024

SUBJECT: Approval for Community Civic Event - Optimist Club/PUSD/BSD - Porterville Celebrates Reading - April 13, 2024

SOURCE: Finance

COMMENT: The Optimist Club of Porterville, Porterville Unified School District, and Burton School District are requesting approval to hold the "Porterville Celebrates Reading" event on Saturday, April 13, 2024, from 10:00 AM to 2:00 PM, at Veterans Park. The event is a literacy fair for children ages pre-school and up. Local schools and community organizations will have booths with literacy activities. The sponsor is requesting the use of Veterans Park from 8:00 AM to 4:00 PM for set-up before and cleanup after the event.

This request is made under the Community Civic Events Ordinance No. 1326, as amended. The application has been routed according to the Ordinance regulations and reviewed by all City Departments involved. All requirements and restrictions are contained in the attached copy of the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

RECOMMENDATION: That the City Council approve the Community Civic Event application from the Optimist Club of Porterville, Porterville Unified School District, and Burton School District to hold the "Porterville Celebrates Reading" event on Saturday, April 13, 2024, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

ATTACHMENTS: 1. CCE - Application and Agreement, Map, Exhibit A, Exhibit B, Exhibit C, and Certificate of Liability Insurance

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A

COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

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

Application date:

21 FEB 2024

Event date: 13 APRIL 2024

Website?

Name of Event:

PORTERVILLE CELEBRATES READING Set Up: 10 AM - 2 pm
Reading Bam-4pm

Sponsoring organization:

OPTIMIST /PUSD/BSD Phone # 559-784-4934
472 W. PUTNAM AVE

Address:

Authorized representative:

PATIENCE CHRISTENSEN Phone # 559-361-7942

Address:

Event chairperson:

PATIENCE CHRISTENSEN Phone # 559-361-7942

Pchristensen5826@portervilleschools.org

Location of event:

VETERAN'S PARK

(Location map must be attached)

Description of event:

LITERACY FAIR FOR CHILDREN AGES PRE-SCHOOL
AND UP. SCHOOLS AND COMMUNITY ORGANIZATIONS HAVE BOOTH'S WITH LITERACY
ACTIVITIES

Purpose of event:

PROMOTE READING/LITERACY AND HOME LIBRARIES

Non-profit organization status:

94-2676266 OPTIMIST BL

03069
00359

(IRS Determination)

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

Barricades (quantity):

Street sweeping

Yes

No X

Police protection Yes No X

Refuse pickup

Yes

No X

Other: _____

Parks facility application required:

Yes X

No

Attached

Assembly permit required:

Yes

No X

Attached

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

Appr. Deny

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir.	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Risk Manager	_____

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

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

PC Authorized Representative Initial

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

Authorized Representative Initials

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

Authorized Representative Initials

PC Authorized Representative Initials

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

Authorized Representative Initials

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

OPTIMIST/PUSD/BSD

(Name of Organization)

Patricia Christensen
(Signature)

21 FEB. 2024

(Date)

CITY OF PORTERVILLE

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

Name of event: PORTERVILLE CELEBRATES READING TO BE HELD ON PUBLIC PROPERTY

Sponsoring organization: OPTIMIST / PUSD / BSP

Sponsoring organization: OPTIMIST / PUSD / BSP

Location: VETERAN'S PARK Event date: 13 APR 2014

Location: VETERAN'S PARK Event date: 13 APR. 2024 Event time: 10 AM - 2 PM

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

***Municipal Code 15-20(E) Community Civic Events (16): Business License Fees:** Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm, concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E.6.

The non-profit 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, survivor for a period of three (3) years for audit purposes.

CITY OF PORTERVILLE

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: PORTERVILLE CELEBRATES REAPING

Sponsoring organization: OPTIMIST / PUSD / BSD

Event date: 13 APR. 2024 Hours: 10 AM - 2 PM

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

<u>Sidewalks</u>	<u>From which sidewalk</u>	<u>To which sidewalk</u>	<u>Activity</u>
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Parking lots and spaces Location Activity

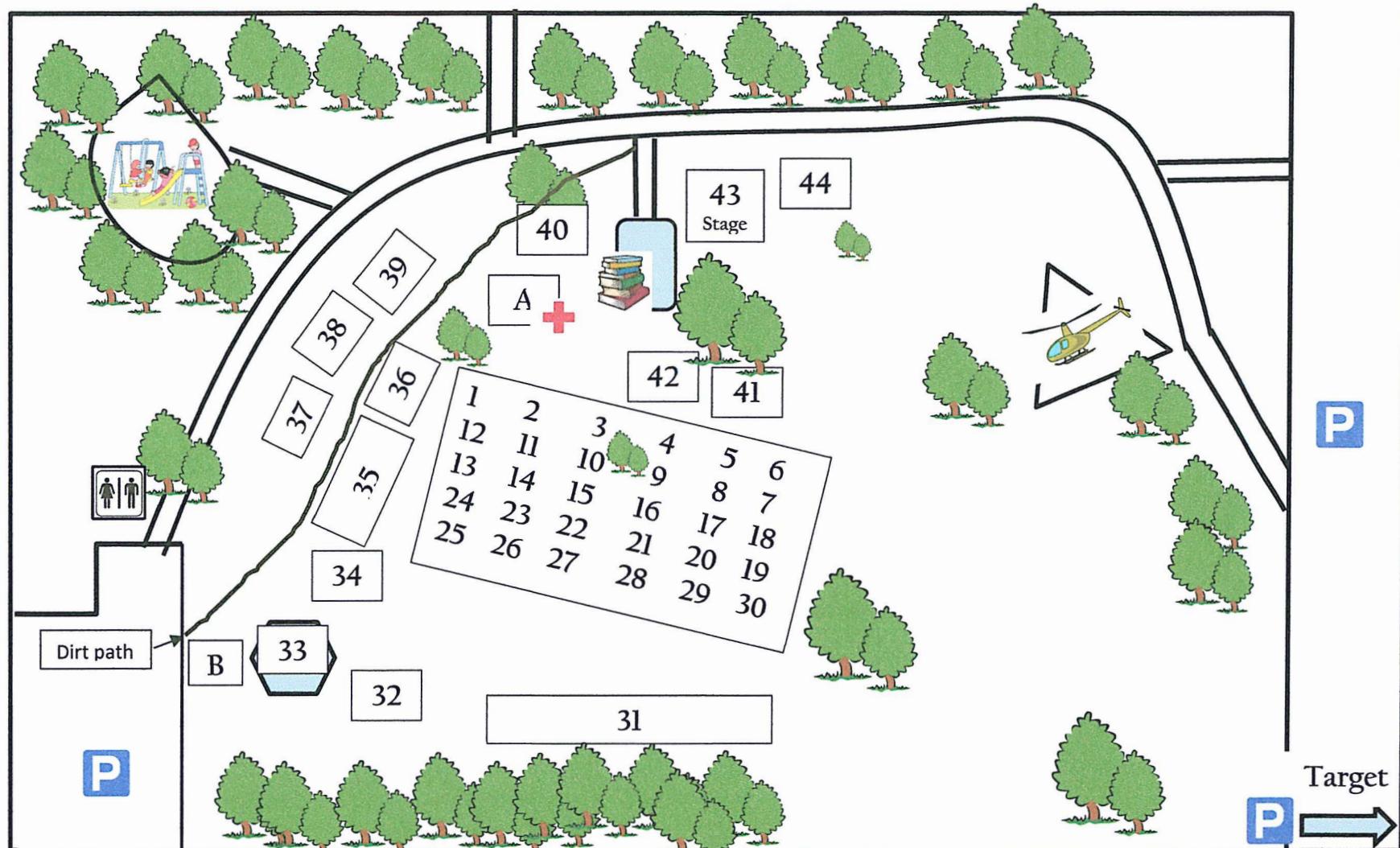


Monache H.S.



Henderson Ave.

Newcomb St.



Porterville Celebrates
Reading Map

First Aid Kit
Booths

A-B
Information
Restroom

Turn in
completed
passports for
free book

Requirements for Community Civic Event

Optimist/PUSD/BSD

Porterville Celebrates Reading

April 13, 2024

City Engineer: <i>D. Cervantez</i>	No comments.
Community Development Director: <i>C. Calderon</i>	No comments.
Public Works Director: <i>M. Knight</i>	No comments.
Fire Marshal: <i>C. Dignam</i>	Ensure proper spacing of tents and canopies, no more than 400 square feet with sides, or 700 square feet without sides, must have a minimum of 12 feet between any combination of tents or canopies meeting the sizes listed. Please see Exhibit C.
Parks and Leisure Services Director: <i>D. Moore</i>	Parks will provide its usual logistical support. Vehicles to park in designated parking area.
Police Lieutenant: <i>A. Acevedo</i>	Please see Exhibit B.
Administrative Services Director: <i>Y. Andrade</i>	The submitted certificate satisfies Risk Management's insurance requirements, but it needs to be accompanied by an endorsement page.
Field Services Superintendent: <i>B. Spry</i>	No comments.
Field Services Superintendent – Streets: <i>J. Baeza</i>	No comments.

Requirements for Community Civic Event

Sponsor: Optimist/PUSD/BSD
Event: Porterville Celebrates Reading
Event Chairman: Patience Christenson
Location: Veterans Park, Porterville Ca
Date of Event: April 13, 2024 (10:00 a.m.- 2:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

That the Optimist/PUSD/BSD provide a Certificate of Commercial General 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 Permitted operation and sponsorship of the aforementioned Community Civic Event.

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

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

**Porterville Celebrates Reading
April 13, 2024 / 10:00AM-2:00PM
Veterans Park**

Proposed Conditions/Requirements:

- Food vendors, if any, should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- At conclusion of event, event organizers shall ensure the park is promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to others.

Mark Azevedo, Lieutenant
Porterville Police Department



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

These standards apply to individual tents, temporary structures, or membrane structures less than 200 square feet in area, and canopies less than 400 square feet in area used as outdoor carnival and fair booths.

A permit is required before any tent or membrane structure larger than 400 square feet can be erected. (California Fire Code 3103.2)

Tents and membrane structures having an area in excess of 400 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the building official and fire code official.

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Tents open on all sides which comply with all the following:
 - a. Individual tents having a maximum size of 700 square feet.
 - b. Aggregate area of multiple tents placed side by side without 12 feet clearance, not exceeding 700 square feet total.
 - c. A minimum clearance of 12 feet to all structures and other tents.

Definitions

Cooking Booth – Booth where food is prepared by a heating or cooking process such as, but not limited to, grilling, frying, barbecuing, flambe', deep fat frying, baking, warming, or boiling. **Deep fat frying** – Any cooking operation or process whereby the product floats or is submerged in hot oil during the cooking process.

Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

- All fabrics or membranes covering cooking booths shall be California State Fire Marshal certified flame retardant and be labeled as such.
- Decorative materials shall be inherently fire resistive or shall be treated with a fire-retardant spray.
- Flooring materials used within cooking booths and cooking equipment shall be non-combustible or California State Fire Marshal certified fire-retardant. (*Exception 3/8" plywood or similar material.*)
- Each cooking booth shall have at least one exit-way, a minimum 3' wide and 6'8" high. Booth frames shall not obstruct exit paths.
- Cooking booths shall have a minimum clearance of 10' on at least two sides with clearance of at least 10' from any vendor booth.
- Minimum 12' separation required between cooking booths with an aggregate size of 400 sq.ft. with sides, or 700 sq.ft. without sides.

Cooking Equipment

- All interior cooking equipment shall be of an approved type, and open-flame cooking shall be located a minimum of 18" from booth back/side drop materials.
- Compressed gas (butane, propane, or natural) equipment shall conform to the following:
 - Shut off valves shall be provided at each fuel source;
 - Cooking appliances shall have an ON-OFF valve located far enough away from the appliance to be safely shut off in case of fire;
 - Manufactured cooking appliances shall be equipped with a Thermocouple Valve to shut off fuel if flame is extinguished;
 - The booth operator shall test all connections for leaks with soap and water solution;
 - Fuel tanks shall be protected from damage and secured in an upright position;
 - Hoses shall be of a type approved for use with the equipment and fuel type;
 - Tanks not in use shall be turned off;
 - Extra fuel tanks shall not be stored in booths;
 - Unused fuel cylinders shall be stored in a secured position.



PORTEVILLE FIRE DEPARTMENT

FIRE DEPT.

FIRE PREVENTION DIVISION

Wood, Charcoal (Solid Fuels) Cooking

- Use only an electric starter or commercially sold lighter fluid.
- Charcoal cooking and storage of lighter fluid is prohibited inside booths.
- Charcoal cooking shall be located a minimum of ten 10' away from booths and in areas away from public access.
- Charcoal cooking shall be located at least ten 10' away from combustible structures and parked vehicles.
- Coals shall be disposed of in metal containers with lids approved by the Fire Marshal.

Deep Fat Frying, Flambé, and Wok

- Deep fat frying, flambé, and wok shall be located **no closer than 18"** from any combustible material.
- Cooking areas shall not be accessible to the public.
- Deep fat frying equipment shall be equipped with a temperature regulating device or other method of regulating temperatures approved by the Fire Marshal.
- Separation shall be maintained with a minimum of **3'** clearance between deep fat frying and flambé or open flame cooking.

Vendor Booth Construction and Location

- Each vendor booth shall have at least one exit-way, a minimum of **3'** wide by **6'8"** high. Booth frames shall not obstruct exit paths.
- Vendor booths shall have a minimum clearance of **20'** on at least one side, with clearance of at least **10'** from any cooking booth.

Electrical Power

- Generators shall be placed only in locations approved for festival use.
- Generators shall not be refueled during event hours. Extra fuel shall not be stored during event hours.
- Smoking and open flames shall be prohibited within **25'** of refueling operations.
- Extension cords shall be of a grounded type and approved for exterior use.

Fire Extinguishers

- Each cooking booth shall be equipped with a fire extinguisher with a minimum rating of **2A: 10BC**. Booths with deep fat frying or flambé cooking shall be equipped with an extinguisher rated for **class "K"** fires.
- Cooking booths shall be equipped with visible and accessible fire extinguishers mounted adjacent to the exit.
- For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of **2A: 10BC** shall not exceed **75'**
- Each generator shall be provided with a fire extinguisher with a minimum **40BC** rating. The extinguisher shall be located near the generator and accessible at all times.
- All fire extinguishers shall be serviced and tagged annually by a State-licensed contractor.

Miscellaneous

- The Porterville Fire Department shall be provided with a site plan showing emergency access.
- All booths are subject to inspection by the Fire Department and any discrepancies will require immediate action.
- All cooking areas shall be cleaned regularly to prevent the build-up of grease.
- There shall be a competent adult in cooking booths at all times to ensure safety.
- Seating shall be a minimum of **15'** from booths with open flame devices or cooking appliances.
- The Fire Department shall be provided with a telephone number of the responsible party to contact in case of emergency on a 24 hour basis.

Fire Safety Tips

- Know where fire extinguishers are and how to use them.
- Do not leave cooking unattended.
- Do not wear loose-fitting clothing while cooking.
- Remove trash accumulation regularly.
- Keep combustible materials away from heat sources.
- **In case of an emergency dial 9-1-1.**

The attached "Food Booth Vendor Agreement" must be on site at all times and presented upon request of any Porterville Fire Department Personnel.



Cooking Booth Vendor Agreement

Booth/Space # _____ Business Name _____
On Site Contact Name _____ Contact Phone # _____

Cooking Booth Construction and Location

1. Tents, canopies, and decorative material shall be inherently flame-resistive and proof of certification shall be on site at all times.
2. Cooking booth floors may be concrete, asphalt, or plywood over grass and dirt.
3. An emergency access of 36" shall be maintained between the back of each cooking booth and any fencing at all times. NO EXCEPTIONS.

Cooking Equipment

1. Cooking with charcoal, wood, or other solid fuel shall be located a minimum of 10' away from booths, canopies, combustible material or any public access.
2. Deep fat frying shall be located a minimum of 3' away from booths, canopies, open flame cooking, combustible material or any public access.
3. Any open flame cooking shall be located a minimum of 18" away from any vertical surface, combustible material or any public access.
4. Extra fuel tanks shall NOT be stored in booths or within 5' of cooking equipment.
5. All cooking, gas powered, or electrically energized equipment shall meet manufacturer specifications and shall be free of excess cooking oils or any other combustible materials.

Miscellaneous

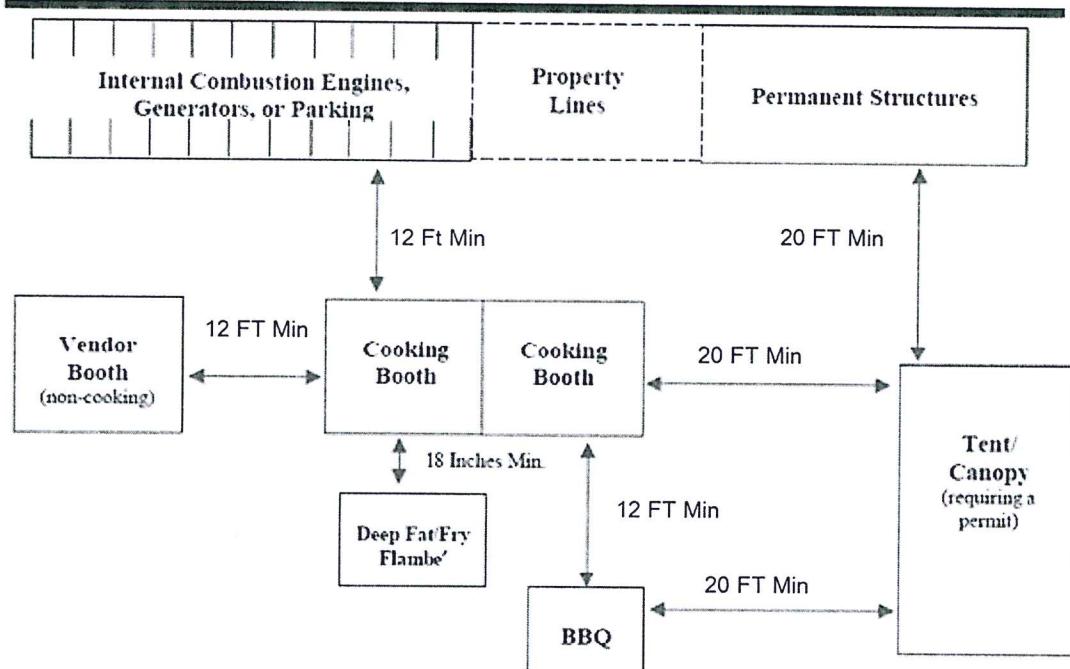
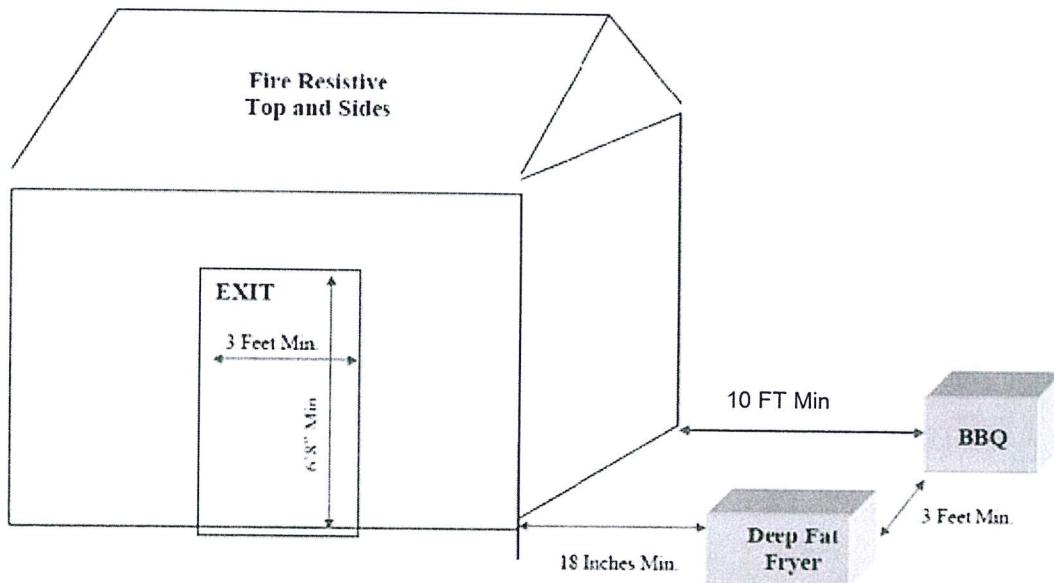
1. A visible and accessible, 2A:10BC fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided within 20' of travel in all cooking areas.
2. A visible and accessible Class K portable fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided in all cooking areas with deep fat frying.
3. All cooking areas shall be cleaned regularly to prevent build-up of combustible substances.
4. Extension cords shall be of a grounded type, approved for exterior use, and in good working order.
5. Smoking is not allowed at any time within food booths or within 25' of any fuel source.
6. Specialized cooking equipment is subject to approval by the Fire Marshal.

Additional Requirements:

The Porterville Fire Department has established these requirements in accordance with the California Fire Code. Your cooperation is required to maintain a high level of fire safety throughout the event. All booths are subject to fire department inspection prior to and at any time during the event. Any discrepancies to the above requirements or any conditions considered a threat to fire and life safety by the Fire Inspector may result in the immediate cessation of cooking.

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

Signature _____ Date _____

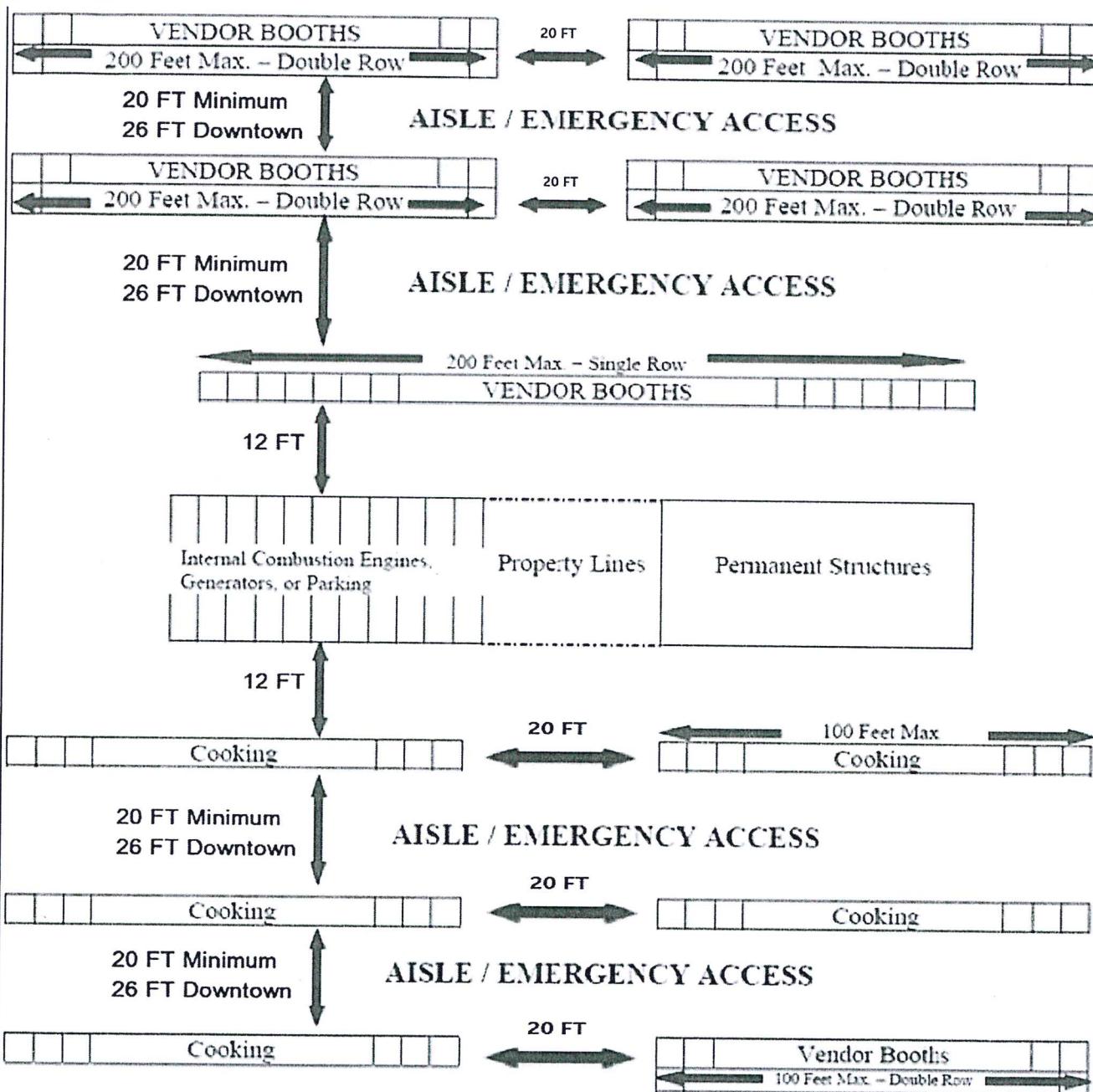




PORTEVILLE FIRE DEPARTMENT

FIRE DEPT.

FIRE PREVENTION DIVISION



**Note: Cooking booths are limited to single rows only. Back-to-back rows are not permitted. Maximum overall length of individual rows is 100 feet with aggregate spacing throughout.*

***Note: Aggregate area of multiple tents placed side by side without 12 feet clearance shall not exceed 400 square feet with sides, or 700 square feet without sides. A minimum clearance of 12 feet to all structures and other tents is required.*

****Note: Maximum overall row length distances listed, or shown above, shall meet spacing requirements for aggregate size restrictions*

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



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

1 Name and home address of the applicant: Patience Christenson
1515 W. Westfield Ave., Porterville, CA 93257

2 Address where amplification equipment is to be used: 1501 W. Henderson Ave., Porterville, CA 93257

3 Names and addresses of all persons who will use or operate the amplification equipment: Porterville HS: 465 W. Olive Ave., Vandalia Elementary: 271 E. College Ave; Monache HS: 960 N. Newcomb St.

4 Type of event for which amplification equipment will be used: Literacy fair

5 Dates and hours of operation of amplification equipment: 10 a.m. - 2 p.m. 04/13/2024

6 A general description of the sound amplifying equipment to be used: Small speaker

Section 18-9

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

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

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall 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.

Patience Christenson
Signature of Applicant

4 March 2024
Date

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

Mark Stevens
City of Porterville, Chief of Police/Designee Lieutenant

3/5/24
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/02/2024

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

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

PRODUCER AMBA In CA dba Assn Member Benefits & Insurance Agency P.O. Box 14521 Des Moines, IA 50306	CONTACT NAME: PHONE (A/C, No. Ext): 800-503-9227 FAX (A/C No): 515-365-3005 EMAIL ADDRESS: plsdsteam.service@amba.info
INSURER(S) AFFORDING COVERAGE	
INSURER A: Philadelphia Indemnity Insurance Co 23841	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			PHPK2544408	05/01/2023	05/01/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	GENL AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person)	\$ Excluded	
X	POLICY <input type="checkbox"/> PRO: <input type="checkbox"/> LOC OTHER: <input type="checkbox"/> JECT					PERSONAL & ADV INJURY	\$ 1,000,000	
						GENERAL AGGREGATE	\$ 2,000,000	
						PRODUCTS - COMP/OP/AGG	\$ 2,000,000	
A	AUTOMOBILE LIABILITY			PHPK2544408	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY						<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	BODILY INJURY (Per person)
	UMBRELLA LIAB					BODILY INJURY (Per accident)	\$	
	EXCESS LIAB					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	PROPERTY DAMAGE (Per accident)	\$
	DEF	RETENTION \$				EACH OCCURRENCE	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	N/A		AGGREGATE	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/>	PER STATUTE	OTH FR
	OTHER					E.L. EACH ACCIDENT	\$	
						E.L. DISEASE - EA EMPLOYEE	\$	
						E.L. DISEASE - POLICY LIMIT	\$	

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

Effective 04/13/2024 include City of Porterville as additional insured: Certificate Holder (CG2012) but only with respects to the named insured's negligence with regards to the Porterville Celebrates Reading event to be held at Veteran's Park 1501 West Henderson Ave Porterville CA 93257 on 04/13/2024.

CERTIFICATE HOLDER

City of Porterville
219 North Main Street
Porterville CA 93257

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Stephen Miller

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision: City of Porterville

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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.



CITY COUNCIL AGENDA – MARCH 19, 2024

SUBJECT: Approval of Community Civic Event - Parenting Network - Calling All Superheroes - April 17, 2024

SOURCE: Finance

COMMENT: The Parenting Network is requesting approval to hold the "Calling All Superheroes" event on Wednesday, April 17, 2024, from 3:00 PM to 5:30 PM, at Zalud Park. The event will consist of informational booths from several organizations with a focus on child abuse awareness. The sponsor is requesting the use of Zalud Park from 1:00 PM to 7:30 PM for set-up before and cleanup after the event.

This request is made under the Community Civic Events Ordinance No. 1326, as amended. The application has been routed according to the Ordinance regulations and reviewed by all City Departments involved. All requirements and restrictions are contained on the attached copy of the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

RECOMMENDATION: That the City Council approve the Community Civic Event application from the Parenting Network to hold the "Calling All Superheroes" event on Wednesday, April 17, 2024, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

ATTACHMENTS: 1. CCE Application and Agreement, Map, Exhibit A, Exhibit B, Exhibit C, Outside Amplifier Permit, and Certificate of Liability Insurance

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

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

Application date: _____ Event date: April 17 2024
Event time: 3pm - 5:30pm

Name of Event: Calling All Superheroes Set Up: 1pm - 7:30pm

Sponsoring organization: Parenting Network Phone # 559.793.2527

Address: 770 N. Main St, Porterville CA 93257

Authorized representative: Paul Prado Phone # 559.793.2527

Address: 770 N. Main St, Porterville CA 93257

Event chairperson: Fior Martinez Phone # 559.793.2527
Eddie Chairez

Location of event Zalud Park 700 N. El Granito St

(Location map must be attached)

Description of event: 7th Annual Child Abuse Awareness Fair
Resource Event "Calling All Superheroes!"

Purpose of event: Resource Fair - Child Abuse Awareness

Non-profit organization status: 501 (c)3 - 77-088710

(IRS Determination)

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

Barricades (quantity): _____ Street sweeping Yes _____ No ✓

Police protection Yes ✓ No _____ Refuse pickup Yes _____ No ✓

Other: _____

Parks facility application required: Yes ✓ No _____ Attached ✓

Assembly permit required: Yes _____ No ✓ Attached _____

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

Appr. Deny

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Risk Manager	_____

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

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

FL 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.

FL 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.

FL Authorized Representative Initials

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

FL Authorized Representative Initials

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

Parenting Network

(Name of Organization)

(Signature)

(Date)

CITY OF PORTERVILLE

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

Name of event: Calling All Superheroes
 Sponsoring organization: Parenting Network - Porterville
 Location: Zaland Park Event date: April 17 Event time: 3pm-5:30pm

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

Vendor name	Address/Telephone	Business License required?	Type of Activity
Joey's Jumping Castle	559.686.4245	Y	Bouncy House
Anthem	559.317.7987	N	Info Booth
Tulare Wines	559.788.1603	N	
Family Crisis Ctr	559.781.7462	N	
Valley Strong	559.720.9761	N	
Altura	559.686.9094	N	
Porterville PD	559.782.7453	N	
TCOE	559.651.3022	N	
HHSAAOD	559.602.2625	N	
Wellness Cntr	559.570.5000	N	
Family Services	559.732.1970	N	
BUSD	559.920.2605	N	
Fire Dpt.	559.784.7628	N	
EDCN	559.972.6117	N	
Children Choice	559.574.5437	N	

*Municipal Code 15-20(E) Community Civic Events (16): Business License Fees: Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection 15-6. 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

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: Calling All Superheroes

Sponsoring organization: Parenting Network - Porterville

Event date: April 17 2024 Hours: 3pm - 5:30pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

<u>Sidewalks</u>	<u>From which sidewalk</u>	<u>To which sidewalk</u>	<u>Activity</u>

Parking lots and spaces Location Activity



Requirements for Community Civic Event

Parenting Network

Calling All Superheroes

April 17, 2024

City Engineer:

D. Cervantez

No comments.

Community Development Director:

C. Calderon

No comments.

Public Works Director:

M. Knight

No comments.

Fire Marshal:

C. Dignam

Ensure proper spacing of tents and canopies, no more than 400 square feet with sides, or 700 square feet without sides, must have a minimum of 12 feet between any combination of tents or canopies meeting the sizes listed. All canopies, tarps, and tents shall have an affixed label showing compliance with the flame resistance requirements of the State of California. All booths using electricity, preparing food, or using a generator shall have at a minimum a 2A:10B,C fire extinguisher that is properly tagged for use. All trailers shall be separated from the towing vehicle and levelled. There shall be a minimum of 12' between units. All food truck/trailers with a fixed extinguishing system shall have a current inspection tag on the system and require K series extinguisher, along with the 2A:10B,C fire extinguisher. Please see Exhibit C.

Parks and Leisure Services Director:

D. Moore

Vehicles not involved in the event to park in permitted parking areas.

Police Lieutenant:
A. Acevedo

Please see Exhibit B.

Administrative Services Director:
Y. Andrade

Risk Management requires general commercial liability coverage in the amount of \$2M with the City named as an additional insured. The certificate of insurance must include the endorsement page reflecting the additional insured. Further, all bounce house participants or legal guardians (if participant is a minor) must sign a waiver of liability.

Field Services Superintendent:
B. Spry

No comments.

Field Services Superintendent – Streets:
J. Baeza

No comments.

Requirements for Community Civic Event

Sponsor: Parenting Network
Event: Calling All Superheroes
Event Chairman: Eddie Chaidez
Location: Zalud Park, Porterville Ca
Date of Event: April 17, 2024 (3:00 p.m.- 5:30 p.m.)

RISK MANAGEMENT: Conditions of Approval

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

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

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

Calling All Superheroes
April 17, 2024 / 3:00PM—5:30PM
Zalud Park

Proposed Conditions/Requirements:

- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure the park is promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to others.

Mark Azevedo, Lieutenant
Porterville Police Department



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

These standards apply to individual tents, temporary structures, or membrane structures less than 200 square feet in area, and canopies less than 400 square feet in area used as outdoor carnival and fair booths.

A permit is required before any tent or membrane structure larger than 400 square feet can be erected. (California Fire Code 3103.2)

Tents and membrane structures having an area in excess of 400 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the building official and fire code official.

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Tents open on all sides which comply with all the following:
 - a. Individual tents having a maximum size of 700 square feet.
 - b. Aggregate area of multiple tents placed side by side without 12 feet clearance, not exceeding 700 square feet total.
 - c. A minimum clearance of 12 feet to all structures and other tents.

Definitions

Cooking Booth – Booth where food is prepared by a heating or cooking process such as, but not limited to, grilling, frying, barbecuing, flambe', deep fat frying, baking, warming, or boiling. **Deep fat frying** – Any cooking operation or process whereby the product floats or is submerged in hot oil during the cooking process.

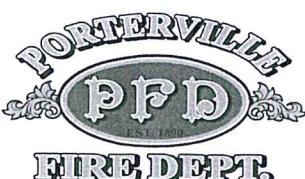
Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

- All fabrics or membranes covering cooking booths shall be California State Fire Marshal certified flame retardant and be labeled as such.
- Decorative materials shall be inherently fire resistive or shall be treated with a fire-retardant spray.
- Flooring materials used within cooking booths and cooking equipment shall be non-combustible or California State Fire Marshal certified fire-retardant. (*Exception 3/8" plywood or similar material.*)
- Each cooking booth shall have at least one exit-way, a minimum 3' wide and 6'8" high. Booth frames shall not obstruct exit paths.
- Cooking booths shall have a minimum clearance of 10' on at least two sides with clearance of at least 10' from any vendor booth.
- Minimum 12' separation required between cooking booths with an aggregate size of 400 sq.ft. with sides, or 700 sq.ft. without sides.

Cooking Equipment

- All interior cooking equipment shall be of an approved type, and open-flame cooking shall be located a minimum of 18" from booth back/side drop materials.
- Compressed gas (butane, propane, or natural) equipment shall conform to the following:
 - Shut off valves shall be provided at each fuel source;
 - Cooking appliances shall have an ON-OFF valve located far enough away from the appliance to be safely shut off in case of fire;
 - Manufactured cooking appliances shall be equipped with a Thermocouple Valve to shut off fuel if flame is extinguished;
 - The booth operator shall test all connections for leaks with soap and water solution;
 - Fuel tanks shall be protected from damage and secured in an upright position;
 - Hoses shall be of a type approved for use with the equipment and fuel type;
 - Tanks not in use shall be turned off;
 - Extra fuel tanks shall not be stored in booths;
 - Unused fuel cylinders shall be stored in a secured position.



PORTEVILLE FIRE DEPARTMENT

FIRE DEPT.

FIRE PREVENTION DIVISION

Wood, Charcoal (Solid Fuels) Cooking

- Use only an electric starter or commercially sold lighter fluid.
- Charcoal cooking and storage of lighter fluid is prohibited inside booths.
- Charcoal cooking shall be located a minimum of ten 10' away from booths and in areas away from public access.
- Charcoal cooking shall be located at least ten 10' away from combustible structures and parked vehicles.
- Coals shall be disposed of in metal containers with lids approved by the Fire Marshal.

Deep Fat Frying, Flambé, and Wok

- Deep fat frying, flambé, and wok shall be located **no closer than 18"** from any combustible material.
- Cooking areas shall not be accessible to the public.
- Deep fat frying equipment shall be equipped with a temperature regulating device or other method of regulating temperatures approved by the Fire Marshal.
- Separation shall be maintained with a minimum of **3'** clearance between deep fat frying and flambé or open flame cooking.

Vendor Booth Construction and Location

- Each vendor booth shall have at least one exit-way, a minimum of **3'** wide by **6'8"** high. Booth frames shall not obstruct exit paths.
- Vendor booths shall have a minimum clearance of **20'** on at least one side, with clearance of at least **10'** from any cooking booth.

Electrical Power

- Generators shall be placed only in locations approved for festival use.
- Generators shall not be refueled during event hours. Extra fuel shall not be stored during event hours.
- Smoking and open flames shall be prohibited within **25'** of refueling operations.
- Extension cords shall be of a grounded type and approved for exterior use.

Fire Extinguishers

- Each cooking booth shall be equipped with a fire extinguisher with a minimum rating of **2A: 10BC**. Booths with deep fat frying or flambé cooking shall be equipped with an extinguisher rated for **class "K"** fires.
- Cooking booths shall be equipped with visible and accessible fire extinguishers mounted adjacent to the exit.
- For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of **2A: 10BC** shall not exceed **75'**
- Each generator shall be provided with a fire extinguisher with a minimum **40BC** rating. The extinguisher shall be located near the generator and accessible at all times.
- All fire extinguishers shall be serviced and tagged annually by a State-licensed contractor.

Miscellaneous

- The Porterville Fire Department shall be provided with a site plan showing emergency access.
- All booths are subject to inspection by the Fire Department and any discrepancies will require immediate action.
- All cooking areas shall be cleaned regularly to prevent the build-up of grease.
- There shall be a competent adult in cooking booths at all times to ensure safety.
- Seating shall be a minimum of **15'** from booths with open flame devices or cooking appliances.
- The Fire Department shall be provided with a telephone number of the responsible party to contact in case of emergency on a 24 hour basis.

Fire Safety Tips

- Know where fire extinguishers are and how to use them.
- Do not leave cooking unattended.
- Do not wear loose-fitting clothing while cooking.
- Remove trash accumulation regularly.
- Keep combustible materials away from heat sources.
- **In case of an emergency dial 9-1-1.**

The attached "Food Booth Vendor Agreement" must be on site at all times and presented upon request of any Porterville Fire Department Personnel.



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Cooking Booth Vendor Agreement

Booth/Space # _____ Business Name _____
On Site Contact Name _____ Contact Phone # _____

Cooking Booth Construction and Location

1. Tents, canopies, and decorative material shall be inherently flame-resistive and proof of certification shall be on site at all times.
2. Cooking booth floors may be concrete, asphalt, or plywood over grass and dirt.
3. An emergency access of 36" shall be maintained between the back of each cooking booth and any fencing at all times. **NO EXCEPTIONS**.

Cooking Equipment

1. Cooking with charcoal, wood, or other solid fuel shall be located a minimum of 10' away from booths, canopies, combustible material or any public access.
2. Deep fat frying shall be located a minimum of 3' away from booths, canopies, open flame cooking, combustible material or any public access.
3. Any open flame cooking shall be located a minimum of 18" away from any vertical surface, combustible material or any public access.
4. Extra fuel tanks shall **NOT** be stored in booths or within 5' of cooking equipment.
5. All cooking, gas powered, or electrically energized equipment shall meet manufacturer specifications and shall be free of excess cooking oils or any other combustible materials.

Miscellaneous

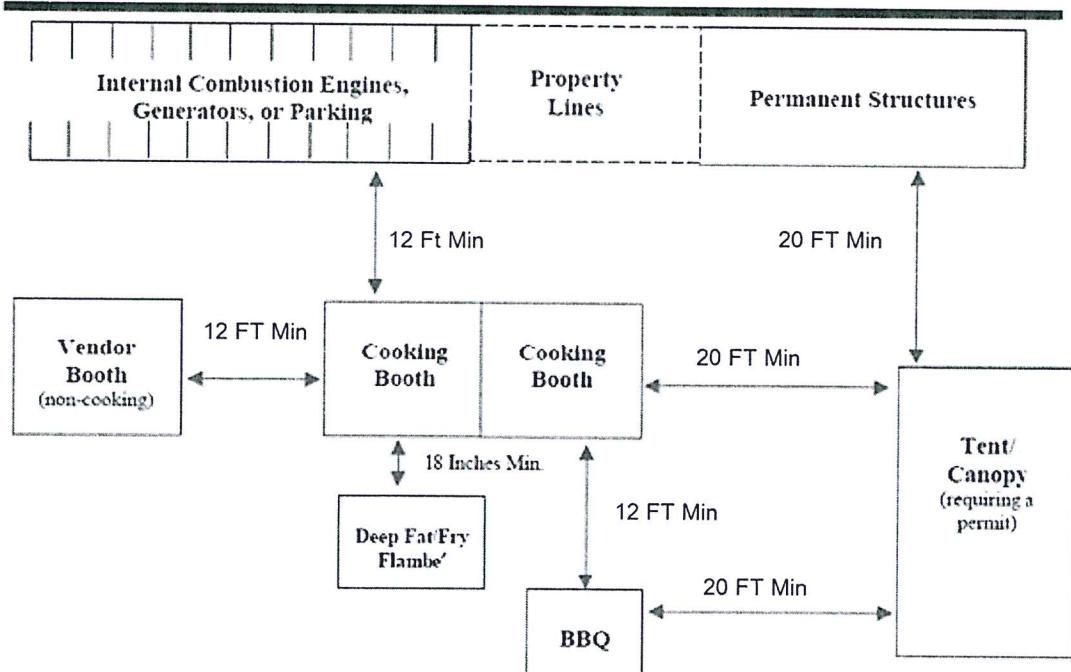
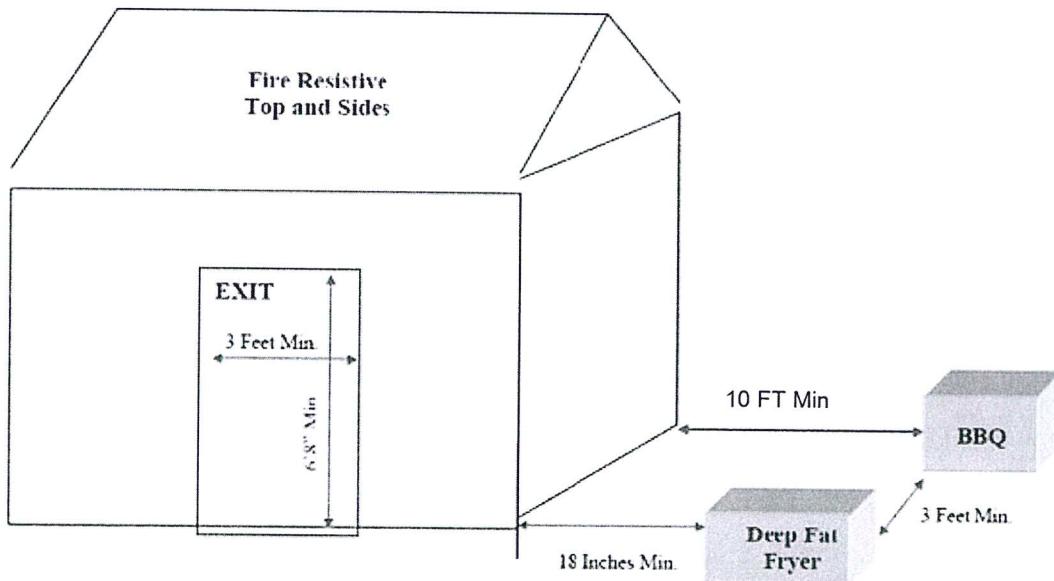
1. A visible and accessible, 2A:10BC fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided within 20' of travel in all cooking areas.
2. A visible and accessible Class K portable fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided in all cooking areas with deep fat frying.
3. All cooking areas shall be cleaned regularly to prevent build-up of combustible substances.
4. Extension cords shall be of a grounded type, approved for exterior use, and in good working order.
5. Smoking is not allowed at any time within food booths or within 25' of any fuel source.
6. Specialized cooking equipment is subject to approval by the Fire Marshal.

Additional Requirements:

The Porterville Fire Department has established these requirements in accordance with the California Fire Code. Your cooperation is required to maintain a high level of fire safety throughout the event. All booths are subject to fire department inspection prior to and at any time during the event. Any discrepancies to the above requirements or any conditions considered a threat to fire and life safety by the Fire Inspector may result in the immediate cessation of cooking.

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

Signature _____ Date _____

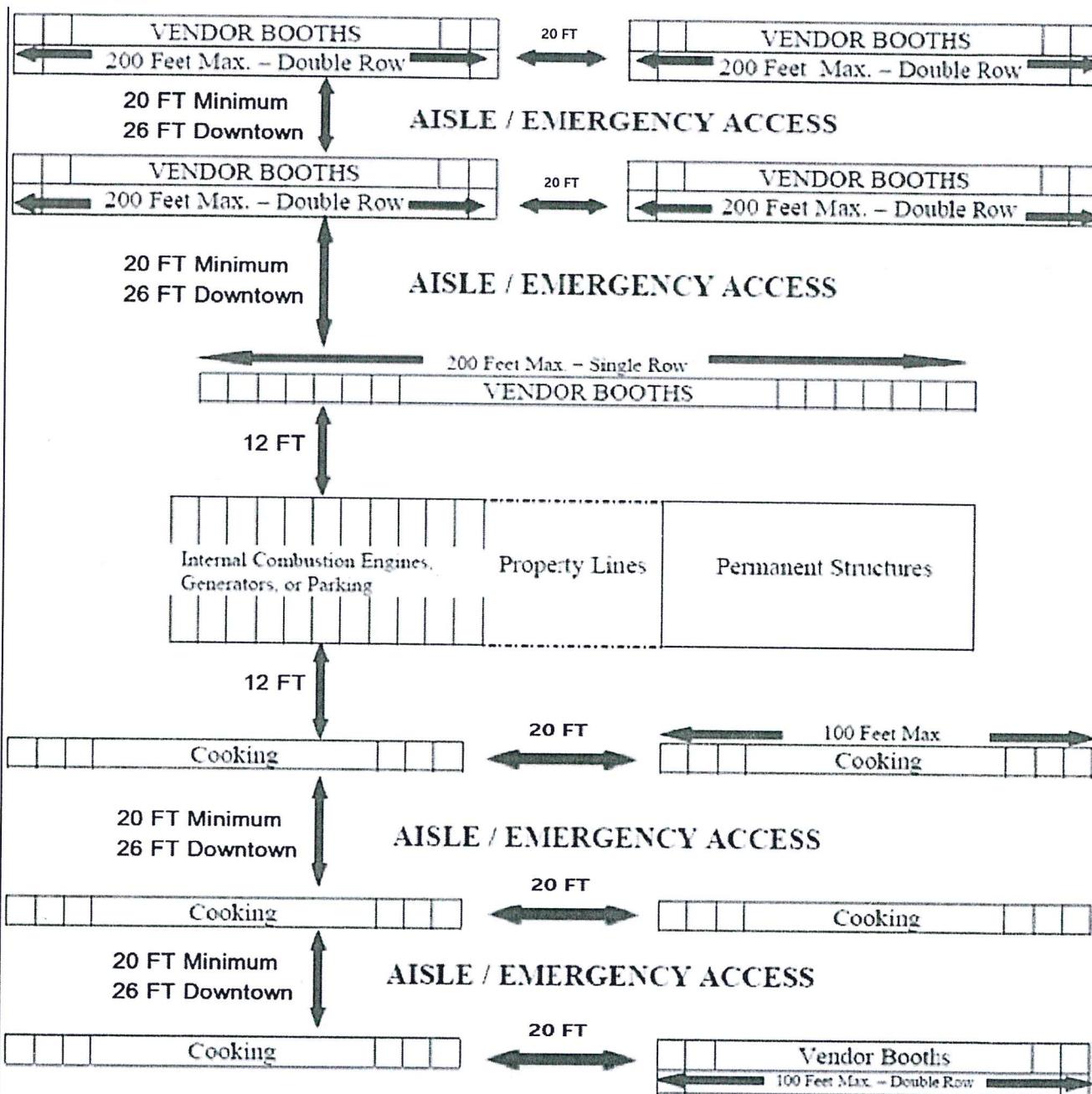




PORTERVILLE FIRE DEPARTMENT

FIRE DEPT.

FIRE PREVENTION DIVISION



**Note: Cooking booths are limited to single rows only. Back-to-back rows are not permitted. Maximum overall length of individual rows is 100 feet with aggregate spacing throughout.*

***Note: Aggregate area of multiple tents placed side by side without 12 feet clearance shall not exceed 400 square feet with sides, or 700 square feet without sides. A minimum clearance of 12 feet to all structures and other tents is required.*

****Note: Maximum overall row length distances listed, or shown above, shall meet spacing requirements for aggregate size restrictions*

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



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

1 Name and home address of the applicant:

Parenting Network - Porterville
770 N Main St Porterville CA 93257

2 Address where amplification equipment is to be used:

700 N. EL Granito St.

3 Names and addresses of all persons who will use or operate the amplification equipment:

Eddie Chalder - 770 N. Main St Porterville CA 93257 Paul Prado / Flor Martinez

4 Type of event for which amplification equipment will be used:

Community Resource Event

5 Dates and hours of operation of amplification equipment:

April 17th 2024 3pm - 5:30 pm

6 A general description of the sound amplifying equipment to be used:

Microphone / Speaker for Music and announcements

Section 18-9

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

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

Section 18-14

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

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

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

Signature of Applicant

Date

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

City of Porterville, Chief of Police/Designee

Mark Arevalo, Lieutenant

3/5/24
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2023

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

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

PRODUCER SEARCY INSURANCE CENTER, INC 15152 OAK RANCH DRIVE VISALIA, CA 93292	CONTACT NAME: JOHNNY SEARCY PHONE (A/C, No. Ext): 800-736-3904 FAX (A/C, No): 559-334-3442 E-MAIL ADDRESS: SEARCY.INSURANCE@GMAIL.COM INSURER(S) AFFORDING COVERAGE INSURER A: PHILADELPHIA INDEMNITY INS. CO. NAIC # 18058
	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGE **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> LOC OTHER:	X	PHPK2597611	10/16/2023	10/16/2024	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
							\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS			BODILY INJURY (Per accident)	\$
	Hired AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY			PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				\$
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE			EACH OCCURRENCE	\$
	DED	<input type="checkbox"/>	RETENTION \$			AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N				PER STATUTE	OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

CITY OF PORTERVILLE IS NAMED AS ADDITIONAL INSURED PER ATTACHED ADDITIONAL INSURED ENDORSEMENT

CERTIFICATE HOLDER

CANCELLATION

CITY OF PORTERVILLE 291 N. MAIN ST PORTERVILLE, CA 93257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

POLICY NUMBER:
PHPK2461056

COMMERCIAL GENERAL LIABILITY

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 Person or Organization:

City of Porterville

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



7th Annual Child Abuse Awareness Event

CALLING ALL SUPERHEROES

Info Booths • Raffle Prizes • and more!

Superhero Themed

Zalud Park

3pm-5:30pm



April 17

SCAN TO
PRE-REGISTER



Sponsored by

Anthem.



Independent licensee of the
Blue Cross Association

QUESTIONS
559.793.2527

FIRST 5
TULARE COUNTY

UNLOADING/LOADING PERMIT

Name: Parenting Naturally

Phone: 559.793.0527

Event: Calling All Super heroes

Date of Event:

4/17/24

3pm-5:30pm



CITY ORDINANCE 17-10.13: Parking in City Parks

A. Regulated: No person shall operate, drive, stop, park or leave standing any motor vehicle, other than on paved roadways or paved parking areas, in any city park, except when in possession of a permit issued by the Director of Parks and Leisure Services permitting that person to operate, drive, stop, park or leave standing said motor vehicle, and further except any motor vehicle being operated, driven, stopped, parked or left standing by a city employee in the course and scope of his or her duties.

B. Permit: A permit may be obtained from the city to park on other than paved roadways or paved parking areas at the aforementioned city parks. The party requesting such permit shall apply to the Director of Parks and Leisure Services for such permit, on a form specified by that department, for any person or group activity, no less than five (5) working days prior to the requested date.

Non-Compliance may result in a citation.

SIGNATURE

Applicant

A handwritten signature in blue ink that reads "Marita Jones". The signature is fluid and cursive, with "Marita" on top and "Jones" below it, with a small "J" preceding "Jones".

APPROVAL

Director, Parks & Leisure Services

Donnie Moore

Non-Transferable



City of Porterville Parks & Leisure Services

15 E Thurman Suite A
291 North Main Street
Porterville, CA 93257

559-791-7695
parks_leisure@ci.porterville.ca.us
http://www.ci.porterville.ca.us/

Registration/Payment Receipt 65143776

02/05/2024 07:39 AM

Account Information

Parenting Network
Eddie Chaidez
770 N Main St
Porterville, CA 93257
559-793-2527

Payment

Check (#15528) \$60.00

Received By

Christina Carrillo at Centennial Plaza

Item

Zalud Park Pavilion 1 Apr 17, 2024 10:00 AM-10:00 PM - Resident Rental Fee: \$60/Block

\$60.00

FOR BALANCE DUE BY: 01/17/2024

Subtotal \$60.00

Total Payment \$60.00

Change in Balance (\$60.00)

Account Balance
(As of 02/05/2024 07:39 AM) \$0.00

Prompt(s)

Are you having a bounce house at your party? If so, a bounce house permit must be purchased. By checking this box the fee will automatically be added to your cart. A list of authorized bounce house companies is available for you to print or you may pick up a list at the Parks & Leisure Office during normal business hours.
No

Please indicate an estimated number of people you are expecting to attend this function. 200-300

Select type of event Community Event (Requires City Council Approval)



CITY COUNCIL AGENDA – MARCH 19, 2024

SUBJECT: North Grand Conditional Use Permit (PRC No. 21-2028-C) and Tentative Parcel Map Public Hearing Continuance

SOURCE: Community Development

BACKGROUND: n/a

COMMENT: The applicant proposes to subdivide the existing 8.52± acre parcel APN 243-190-018 into four parcels ranging from 0.86 to 3.94 acres for commercial development. At this time, the applicant only proposes development on Parcel 3, the southwestern parcel that has been proposed.

The proposed development consists of a 7,200-square-foot commercial building for a convenience store, including off-sale beer and wine sales with a drive-thru facility. A service station with 10 multi-product fuel dispensers would be located along the North Grand Avenue frontage just south of the store. Both service stations and uses involving the sale of alcohol are subject to approval of a conditional use permit. The request for alcohol sales is consistent with a Type 20 (Off-Sale Beer and Wine) license, subject to issuance by the California Department of Alcoholic Beverage Control (ABC).

If the CUP is approved, any future changes to the approved site plan and/or operation would require approval by the City Council. In the event that conditions of approval are violated, the City Council may modify or revoke the CUP at its discretion, as outlined in Porterville Development Ordinance, Section 601.10, Revocation of Approvals.

ANALYSIS: The site is designated CR (Retail Centers) by the General Plan Land Use Element and is zoned CR (Retail Centers). This designation and zone are intended to provide for a wide variety of commercial uses. The proposed project, including a convenience store, food and beverage retail sales, alcohol sales, and retail gasoline sales would suit the purpose of the zone designation. The convenience store is a permitted use in the CR Zone, and both alcohol sales and the service station may be permitted in that zone, with approval of the requested conditional use permit. It is not anticipated that this use would have a negative impact on the surrounding properties. Conditions of approval are in place to protect public safety and interest.

The project also proposes to subdivide the property into four parcels. The

division of the property would be required to comply with the development standards for the CR zone district, Porterville Development Ordinance Series 400, and the California Subdivision Map Act.

The applicant is conditioned to operate the establishment in such a manner as to preserve 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.

Porterville Development Ordinance Section 604.04 requires that the Council makes the following findings prior to approving a CUP:

1. Approval of the proposed project will advance the goals and objectives of and is consistent with the policies of the general plan and any other applicable plan that the city has adopted. *The project will further the following General Plan policies:*
 - *LU-G-1: Promote a sustainable balanced land use pattern that responds to existing needs and future needs of the city.*
 - *LU-G-3: Promote sustainability in the design and development of public and private development projects.*
 - *LU-G-5: Ensure that new development pays for the public pays for the public facilities and infrastructure improvements required to meet the demands resulting from that growth.*
 - *ED-G-2: Retain, improve, and promote existing businesses in Porterville.*
 - *ED-G-5: Retain existing local businesses and foster local start-ups.*
 - *ED-G-7: Create an image for Porterville that will attract and retain economic activity.*
2. The location, size, design, and operating characteristics of the proposed project are consistent with the purposes of the district where it is located and conform in all significant respects with the general plan, this development ordinance, and any other applicable plan adopted by the city council. *Within the CR Zone District, the proposed use of a convenience store with alcohol sales and a service station is a permitted use with the approval of a CUP and is consistent with the General Plan.*

The California Department of Alcoholic Beverage Control allows a specific number of licenses per census tract population. Census Tract 35.04 allows four (4) on-sale and five (5) off-sale alcohol licenses. Currently, this Census Tract contains four (4) on-sale and five (5) off-sale. At the time of the

application, there is not an over-concentration of alcohol licenses but with approval of this application it will exceed the allowable by one license for the off-sale allowable licenses and a letter of public convenience or necessity will be required.

ENVIRONMENTAL REVIEW: On January 26, 2024, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Sections 15315, Minor Land Divisions for the tentative parcel map and 15303, New Construction or Conversion of Small Structures for development of the commercial use. Any future development of the remaining parcels will be subject to full review under CEQA.

If the City Council approves the project, staff will file a notice of exemption with the Tulare County Clerk and the State Clearinghouse.

RECOMMENDATION: That the City Council:

1. Continue the opened public hearing from March 5, 2024 and receive public comments;
2. Find the proposed project exempt from the California Environmental Quality Act pursuant to Section 15303 and 15315 of the California Code of Regulation; and
3. Adopts the draft resolution approving the tentative parcel map and the conditional use permit (PRC 2021-028-C) subject to conditions of approval.

ATTACHMENTS:

1. Site Plan
2. Census Tract 35.04
3. Locator Map
4. Letter of Public Convenience and Necessity
5. Draft Resolution North Grand TPM CUP

Appropriated/Funded:

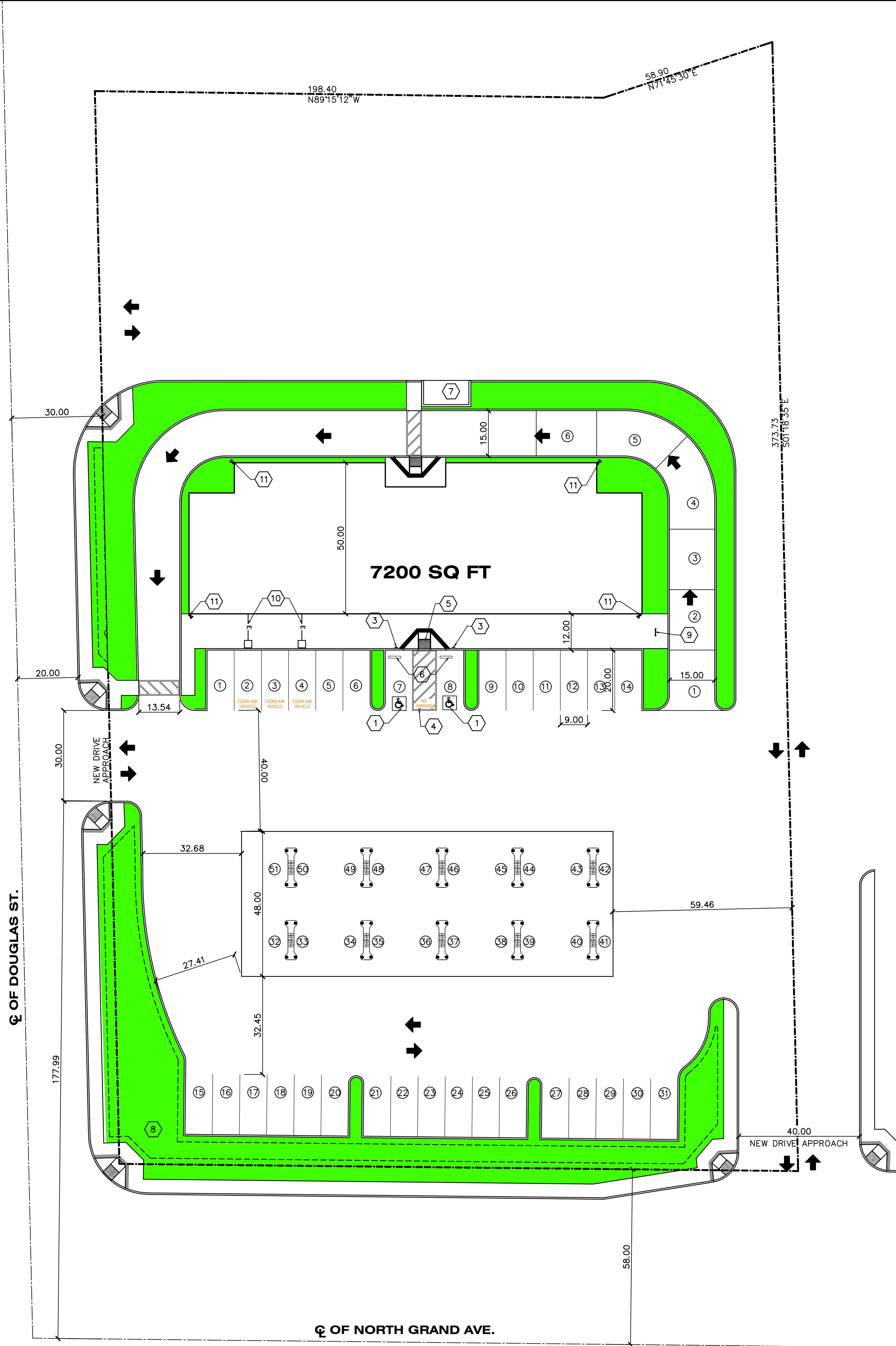
Review By:

Department Director:
Claudia Calderon, Acting Community Development Director

Final Approver: Patrice Hildreth, City Manager

NO.	DATE

NORTH GRAND AVE LLC
CONVENIENCE STORE
NORTH GRAND AVE AND DOUGLAS ST
PORTERVILLE, CA.

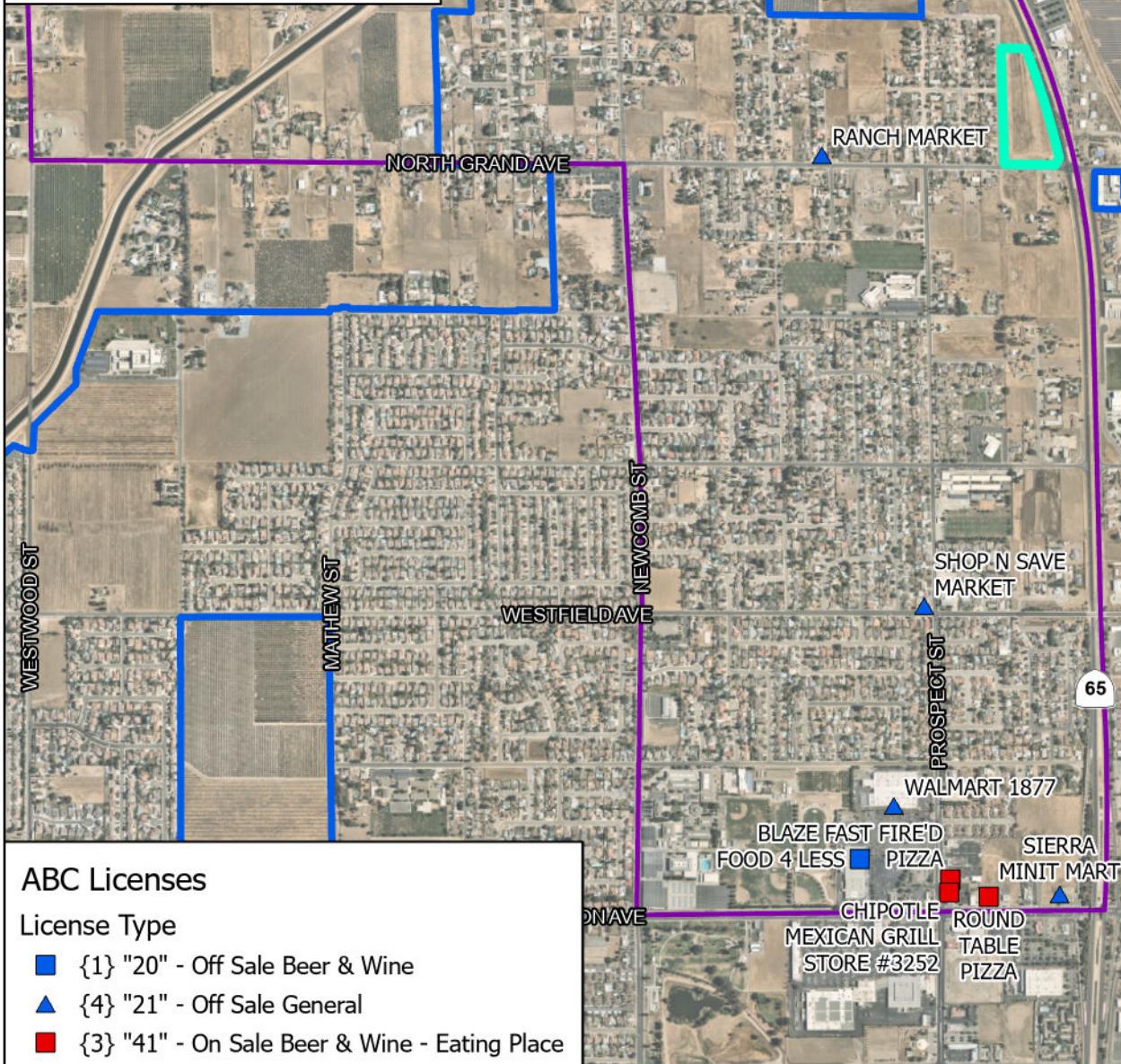


ABC Map

PRC 2021-0028

Current Allowances in Tract 35.04
 On Sale - 4
 Off Sale - 5

Current Permits in Tract 35.04
 On Sale (41): 3
 Off Sale (20, 21): 5



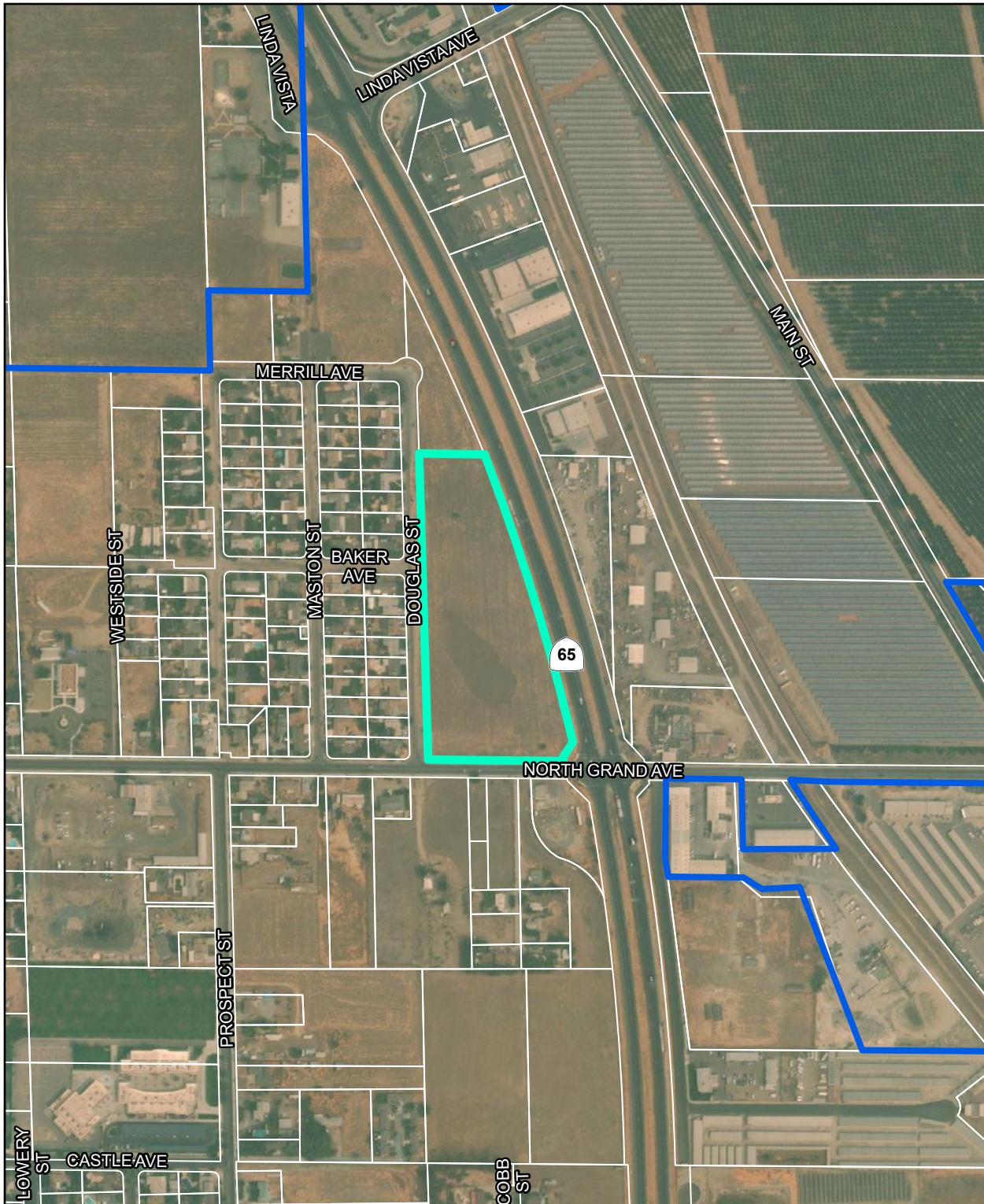
North Grand Commercial Complex

- Census Tract 35.04
- Project Location
- City Limits

1 in = 1,500 feet



Locator Map PRC 2021-028



North Grand Commercial Complex

 Project Location
 City Limits

1 in = 500 feet



Date Printed: 8/20/2021 by the Community Development Department



March 5, 2024

California Department of Alcoholic Beverage Control
Fresno District Office
3640 East Ashlan Ave
Fresno, CA 93726
ATTN: Christine Weldon

RE: PRC 2021-028-C

Dear Ms. Weldon:

The City Council of the City of Porterville has elected to approve the submittal of this letter regarding the public convenience or necessity, to be served through issuance of a Type 20 (Off-sale beer and wine) for a convenience store, located on parcel 3 at the NEC of Northgrand Avenue and Douglas Street (APN 243-190-053), Porterville, CA.

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 35.04, which allows four (4) on sale and five off-sale licenses. At the present time five (5) off-sale licenses currently exist in this tract. Due to the over concentration of off-sale licenses a Letter of Public Convenience or Necessity was required.
2. On March 5, 2024, the City Council conditionally approved Conditional Use Permit (PRC 2021-028-C), review attached resolution, to allow the sale of beer and wine, for a convenience store to be located on parcel 3 at the NEC of Northgrand Avenue and Douglas Street (APN 243-190-053), Porterville, CA. 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 a Type 20 (On-Sale General – Public Premises) alcohol license in conjunction with a convenience store.

Further issuance of an off-sale license allowing the sale of beer and wine represents a viable economic asset to the community which will contribute tax revenues to the local economy. The site is consistent with the General Plan Land Use Designation of Retail Centers policies. The proposed Type 20 (Off-Sale Beer and Wine), alcohol license for a convenience store would suit the purpose of the zone designation as well as meeting the economic development guiding policy needed to retain, improve and promote existing businesses in Porterville. The convenience store is permitted in the CR (Retail centers) land use designation and alcohol sales may be permitted with review and approval of a Conditional Use Permit.

For these reasons, the City Council of the City of Porterville supports issuance of a Type 20 (Off-Sale Beer and Wine license for convenience store located on parcel 3 at the Northeast corner of Northgrand Avenue and Douglas Street (APN 243-190-053), Porterville, CA.

Sincerely,

Martha Flores, Mayor

Attachment: Resolution

RESOLUTION NO. ____-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF TENTATIVE PARCEL
MAP NO. 2024-001 AND CONDITIONAL USE PERMIT (PRC 2021-028-C),
AUTHORIZING THE DEVELOPMENT OF A COMMERCIAL TENTATIVE PARCEL MAP
PROPOSING LOTS WITHOUT STREET FRONTAGE, DEVELOPMENT OF A SERVICE
STATION AND THE SALE OF ALCOHOL UNDER A TYPE 20 OFF-SALE (BEER AND
WINE) ALCOHOL IN CONJUNCTION WITH A CONVENIENCE STORE LOCATED AT
THE NORTHEAST CORNER OF NORTHGRAND AVENUE AND DOUGLAS STREET.

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of March 19, 2024, conducted a public hearing to consider Tentative Parcel Map No. 2024-001 and Conditional Use Permit (PRC 2021-028-C), which proposes to divide Assessor's Parcel Number 243-190-018, containing a total of $8.52\pm$ acre (333,884.58SF) lot, into four parcels;

WHEREAS: On February 23, 2024, a notice was published in *The Porterville Recorder* setting the date, and place of a public hearing for Tuesday, March 5, 2024 and similar notices were sent to owners of property within 500 feet radius of the site and posted at City Hall and the City's website announcing the same; and

WHEREAS: Tentative Parcel Map No. 2024-001, which proposes to divide Assessor's Parcel Number 243-190-018, containing a total of $8.52\pm$ acre (333,884.58SF) lot, into four parcels, with Parcel 2 of the tentative parcel map does not have frontage on a public street, said frontage required pursuant to Porterville Development Ordinance (PDO) Section 407.03(h)(4);

<u>Parcel 1</u>	<u>Parcel 2</u>	<u>Parcel 3</u>	<u>Parcel 4</u>
37,686.03 SF	49,070.13 SF	75,270.59 SF	171,857.83 SF

WHEREAS: PDO Section 400.05 provides an avenue by which the City Council, upon making necessary findings, may vary the requirements for land division applications by approval of a Conditional Use Permit; and

WHEREAS: Conditional Use Permit (PRC 2021-028-C) to allow the approval of a tentative map consisting of a lot without a street frontage, development of a Service Station and the sale of alcohol under a Type 20 Off-Sale (Beer and Wine) alcohol license in conjunction with a convenience store located at the NEC of Northgrand Avenue and Douglas Street; and

WHEREAS: On January 29, 2024, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines 15315 Minor Land Division for the land division, said preliminary determination based on the requisite criteria and substantiated in the record:

1. The project consists of a division of property in urbanized areas zoned for commercial use into four or fewer parcels;

2. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations;
3. The site can be adequately served by all required utilities and public services; and
4. The parcel was not involved in a division of a larger parcel within the previous 2 years.

WHEREAS: The City Council of the City of Porterville received testimony from all interested parties related to said Conditional Use Permit and said Tentative Parcel Map; and

WHEREAS: The City Council made the following findings pursuant to PDO Section 400.05, the evidence for said findings substantiated in the record:

1. There are special circumstances or conditions affecting the property that make it impractical to conform to all of the provisions prescribed by this Series provided, however, that no exceptions may be granted to any requirements imposed by the Subdivision Map Act or any other applicable provision of State law;
2. That the modification is necessary for the preservation and enjoyment of a substantial property right of the petitioner;
3. That the granting of the modification will not be detrimental to the public welfare or injurious to other property in the territory in which such property is situated;
4. That the exception is appropriate for the proper design and/or function of the subdivision; and
5. That the granting of the exception is consistent with the General Plan.

WHEREAS: The City Council made the following findings pursuant to PDO Section 400.04, the evidence for said findings substantiated in the record:

1. That the proposed map is consistent with the general plan.
2. That the design or improvement of the proposed subdivision is consistent with the general plan.
3. That the site is physically suitable for the type of development.
4. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
5. That the design of the subdivision or type of improvements is not likely to cause serious public health problems.
6. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

WHEREAS: On January 29, 2024, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality act per CEQA Guidelines Section 15303 New Construction or Conversion of Small Structures; and

WHEREAS: The City Council of the City of Porterville authorized the Mayor to sign the Letter of Public Convenience or Necessity due to the over-concentration of alcohol licenses within Census Tract 35.04; 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.

- 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 businesses in Porterville.
- ED-G-5: Retain existing local businesses and foster local start-ups.
- ED-G-7: Create an image for Porterville that will attract and retain economic activity.

The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for CR (Retail Centers). The CR designation is intended to maintain a full range of retail uses. The proposed convenience store with alcohol sales would suit the purpose of the zone designation. The convenience store is a permitted use in the CR Zone, and alcohol sales may be permitted in that zone with the requested Conditional Use Permit.

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

1. The project is exempt from CEQA pursuant to CEQA Guidelines Section 15315, Minor Land Division and Section 15303 New Construction or Conversion of Small Structures.
2. Tentative Parcel Map No. 2024-001 is hereby approved subject to the following conditions:
 - a. Tentative Parcel Map No. 2024-001 shall be valid for a period of 24 months from the date of its conditional approval. Extensions to this period may be requested pursuant to Section 66453.3 of the Subdivision Map Act. Prior to expiration of the tentative map, the subdivider may submit a final parcel map prepared in accordance with Chapter 2, Article 3 of the Subdivision Map Act by a California-licensed land surveyor or civil engineer qualified to perform such service.
 - b. The Parcel Map submittal shall include parcel closures and a preliminary title report dated no more than thirty (30) days prior to submission to the City Engineer. Copies of all easement documents referenced in the preliminary title report shall accompany the submittal.
 - c. The developer/applicant shall record easements for ingress, egress, parking and public utilities between divided parcels.

- d. Prior to recording the final parcel map, the developer/applicant shall provide easements, permits, calculations, etc., if, in the opinion of the City Engineer, they are needed for the proper functioning or phasing of the development (e.g., water, sewer, drainage, "turn arounds", etc.). If the City Engineer determines that construction of improvements is needed to protect public health and safety or for orderly development of the surrounding area, the developer/applicant shall construct or provide a surety for said improvements.
- e. Prior to recording the Final Parcel Map, the developer/applicant shall provide improvements by simultaneous recording of a separate legal instrument or placement of a statement on the Parcel Map, if appropriate, that reads as follows:

"In accordance with Section 66411.1 of the Government Code, the construction of on-site and off-site improvements, such as but not limited to, curbs, gutters, sidewalks, paveouts, pavement transitions, traffic signage and markings, median islands, utilities, grading, parking lot improvements, well abandonment (if any), removal of irrigation lines (if any), etc. has been deferred until such time as a permit or other grant of approval for development of the parcel is issued. Such construction may be phased when only a portion of the parcels shown herein receive such approval. The phased construction shall consist of all improvements related to the specific parcels plus those required to make the installed improvements function."

- f. The dedication of easements or any other potential dedications shall be clearly identified on the Final Parcel Map. A Dedications Statement shall be placed on the map that reads:

"Pursuant to the authority conferred by the City of Porterville, Ordinance No. 1590, adopted February 20, 2001, the undersigned, on behalf of the Public and City Council of the City of Porterville consents to the acceptance and recordation of the dedication(s) as shown on this map.

Dated this _____ day of _____, 20____

By Daniel Cervantez, City Engineer, RCE 75530

- g. The final Parcel Map shall clearly identify a City Surveyor's statement for compliance with Chapter 2, Division 2, Title 7 of the Government Code. The statement shall read:

"I hereby state that I have examined this map, and I am satisfied that it is technically correct, and that the subdivision as shown is substantially the same as it appeared on the approved Tentative Map, and that all of the provisions of the Chapter 2, Division 2, Title 7 of the Government Code and any Local Ordinance applicable to the time of approval of the tentative map, have been complied with.

Dated this _____ day of _____, 20____

By Dee Jaspar, RCE 23042

- h. Unless otherwise noted, the developer/applicant shall comply with the City Master Plans and Standard Drawings, Standard Specifications for Public Works Construction, and Standard Plans and Specifications, except where they are in conflict with current access compliance regulations, the current California Building Code, the Tulare County Hazardous Waste Management Plan, the California Manual on Uniform Traffic Control Devices, the Porterville Circulation Element, and the Tulare County Congestion Management Program.
- i. The developer/applicant shall pay all applicable fees according to the Municipal Code and State law. The developer/applicant is hereby notified that you have the right to pay fees, dedications, reservations or other exactions, under protest, pursuant to Government Code Section 66020(a). You have 90 days from the date fees are paid to file a written protest.
- j. The developer/applicant shall comply with Appendix J, “Grading” of the current California Building Code, including provision of a grading and drainage plan signed by a licensed civil engineer or architect. The developer/applicant shall comply with City Retaining Wall Standards (adopted by City Council January 3, 1989) at lot lines where such standards are applicable.
- k. The developer/applicant shall construct drainage facilities as required to serve the property (Ord. No. 1306). No existing storm drain facilities are in the vicinity so all runoff must be contained onsite, unless the developer/applicant constructs a City proposed drainage basin area available south of North Grand Avenue. A minimum amount of runoff must be contained onsite per the State’s MS4 requirements. The parking lot is to be designed to convey water to the City drainage system without crossing driveways. The developer/applicant is required to install a sidewalk channel drain at the low side of the driveway, where applicable.
- l. The developer/applicant shall construct and/or repair street, curb, gutter, sidewalk, etc. along the full parcel frontage, except where they exist and are determined to be in good condition and in compliance with current accessibility standards in the opinion of the City Engineer (Ord. No. 1306). An accessible path of travel across the proposed drive approaches serving the property must be provided per the City’s major commercial driveway standard plan. Driveway access/turn movements along North Grand Avenue may be impacted by future street improvements and/or traffic impacts caused by other development. The south edge of the southernmost drive approach along Douglas Street shall be at least 100’ away from the north curb face of North Grand Avenue to account for vehicle stacking.
- m. The developer/applicant shall comply with driveway vehicular sight distance requirements per Section 300.16 of the Development Ordinance and driveway separation from property line per City standards.
- n. The developer/applicant shall design the parking lot in conformance with Chapter 304 of the Development Ordinance if the project includes establishment, alteration,

expansion, or change in any use or structure. Minimum cross slopes within the parking lot shall be 1.5% for asphalt concrete or 1% for concrete paving areas.

- o. The developer/applicant shall, under City inspection, remove all existing abandoned and unnecessary items, to the satisfaction of the City Engineer, before the issuance of a certificate of occupancy (for example, foundations, septic tanks, irrigation pipes, etc.).
- p. The developer/applicant shall abandon existing wells, if any, after first getting an abandonment permit from the Tulare County Environmental Health Services Division. The developer/applicant is required to provide the City Engineer with proof of compliance with County regulations before performing any grading or issuance of the building permit, whichever comes first.
- q. The developer/applicant shall assure compliance with Section 7-8, Work Site Maintenance of the Standard Specifications. Applicable requirements from both San Joaquin Valley Unified Air Pollution Control District Regulation VIII, Fugitive PM10 Prohibitions and the California Green Code Standards must also be met. During grading operations, the "Supervising Civil Engineer" shall be responsible for enforcing the dust control provisions of Section 7-8 or the developer/applicant shall pay inspection fees on the grading cost to compensate the City for dust control inspection.
- r. The developer/applicant shall not allow onsite runoff or debris outside of the limits of the property during construction. Applicable best management practices (BMPs) shall be implemented to protect the City's drainage system and inhibit vehicle track-out onto City streets. The improvement plans shall show the location of BMPs and areas designated for erosion and waste control. The developer/applicant shall remove and properly dispose of waste and spills deposited in the project area.
- s. The developer/applicant shall construct the pipe connecting to on-site fire hydrants (where necessary) to City water main standards and shall provide backflow prevention at the property line.
- t. The developer/applicant is hereby notified that the installation of an additional water meter, servicing the irrigation system, is required for monitoring actual water. The City will require payment of impact fees based on estimated usage and will monitor actual water usage for one year. The City will bill/credit the owner the difference between the estimated impact fees paid and the actual water usage.
- u. The developer/applicant shall design on-site water systems meeting the requirements of the current California Plumbing and Fire Codes. It shall be noted that the City water system complies with Title 22 of the California Administrative Code and any assurance to effectively provide water pressure for multi-story buildings is the sole responsibility of the owner/builder.
- v. The developer/applicant shall dedicate right-of-way for a street width that matches the ultimate width in the adopted Land Use and Circulation Element and/or the width

established by the City Council. In this area, North Grand Avenue is designated as a major arterial and requires a total right of way width of 116'. Douglas Street is designated as a local street and requires a total right of way width of 56'.

- w. The developer/applicant shall move existing utility structures (i.e., poles, splice boxes, vaults, etc.) to a position that provides a minimum of four feet (4') of clear space in the sidewalk area and a minimum of two feet (2') of clear space from the curb face to the structure, unless the utility structures are below grade (Title 24 DSA). Service line poles serving the existing property are to be removed.
- x. The developer/applicant shall provide 59W-3000K LED streetlights along North Grand Avenue and 29W-3000K LED streetlights along Douglas Street on Marbelite poles spaced at staggered 160' intervals following Southern California Edison Company specifications, as approved by the City Engineer. Wood poles are expressly prohibited without prior written approval of the City Engineer.
- y. The developer/applicant shall comply with the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for discharge of Storm Water Associated with construction activity will be required (except operations that result in disturbance of less than one acre of total land area and which are not a part of a larger common plan of development or sale). Before construction begins, the proponent must submit a Notice of Intent (NOI) to comply with the permit, a site map, and appropriate fee to the State Water Resources Control Board (SWRCB). The proponent must also prepare a Storm Water Pollution Prevention Plan (SWPPP) for the entire project before construction begins. The SWPPP must contain at a minimum all items listed in Section A of the permit, including descriptions of measures to be taken to prevent or eliminate unauthorized non-storm water discharges and both temporary (e.g., fiber rolls, silt fences, etc.) and permanent (e.g., vegetated swales, detention basins, etc.) best management practices that will be implemented to prevent pollutants from discharging with storm water into water of the United States. If portions of the project area are to be sold off before the entire project is completed, the proponent must submit to the California Regional Water Quality Control Board a change of information form identifying the new owners along with a revised site map clearly depicting those portions that were sold and those that are remaining. The proponent is also responsible for informing each new owner of their responsibility to submit their own NOI, site map, and appropriate fee to the SWRCB and to prepare their own SWPPP.
- z. The developer/applicant shall consult with and implement all requirements of the California Department of Transportation (Caltrans).

3. The City Council of the City of Porterville does hereby approve Conditional Use Permit (PRC 2021-028-C) subject to the following conditions:

- a. No alcohol advertising shall be displayed and/or viewed from the outside of the building.
- b. Upon approval of the conditional use permit, any future change in operation which

substantially alters the conditions or nature of the subject business will require approval by the City Council. Further, 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 may result in revocation of the Conditional Use Permit.

- c. Unless an extension of time is granted by the City Council, the conditional use permit shall expire two years after the date of approval if the on-sale alcohol license is not active or actively pursued. The City Council may approve a one-year extension of any permit or approval granted under this ordinance upon receipt of a written application with the required fee before the permit expires.
- d. 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.
- e. Pursuant to Section 601.10(d) the City Council may revoke the permit if it makes any of the following findings:
 - i. That approval was obtained by means of fraud or misrepresentation of a material fact;
 - ii. That the use in question has ceased to exist or has been suspended for one year or more;
 - iii. That there is or has been a violation of or failure to observe the terms or conditions of the permit or variance, or the use has been conducted in violation of the provisions of this ordinance, law or regulation; or
 - iv. That the use to which the permit or variance applies has been conducted in a manner detrimental to the public safety, health and welfare or so as to be a nuisance.
- f. Based on the site plan parking provided shall meet the following parking requirements:
 - i. Retail-Restaurant: Minimum 2 spaces. 1 per 75 square feet of customer seating area; no parking is required for outdoor seating when seats provided equal 50 percent or less of total indoor seating.
 - ii. Automobile/vehicle Washing: Minimum 1 space for automatic facilities, minimum 3 spaces for other facilities, plus 1 space per 250 sq. ft. of any indoor sales, office, or lounge areas
 - iii. Service Station: 2 per service bay, if service bays are included on site. 1 per 200 sq. ft. of any convenience store on site.
- g. Site parking designs shall comply with PDO §304.10. Specific items are summarized below:
 - i. 304.10(e) All parking stalls shall be clearly outlined with striping, and all

aisles, approach lanes and turning areas shall be clearly marked with directional arrows and lines as necessary to provide for safe traffic movement.

- ii. 304.10(g) Parking Lot Lighting: Public parking areas designed to accommodate ten (10) or more vehicles shall be provided with a minimum of one-half (0.5) foot-candle and a maximum average of three (3) foot-candles of light over the parking surface during the hours of use from one-half (0.5) hour before dusk until one-half (0.5) hour after dawn. Lighting design shall be coordinated with the landscape plan to ensure that vegetation growth will not substantially impair the intended illumination. Parking lot lighting shall, to the maximum extent feasible, be designed and installed so that light and glare is not directed onto residential use areas or adjacent public rights of way, consistent with article 306, "Performance Standards", of this series.
- iii. 304.10(i)(1) Landscape Area: A minimum of ten percent of any parking lot area shall be landscaped. For the purpose of calculating required parking lot landscaping, parking lot areas are deemed to include parking and loading spaces as well as aisles, vehicle entry and exit areas, and any adjacent paved areas. Parking lot area does not include enclosed vehicle storage areas.
- iv. 304.10(i)(3) Layout: Landscaped areas shall be well distributed throughout the parking lot area. Parking lot landscaping may be provided in any combination of:
 - Landscaped planting strips at least four feet (4') wide between rows of parking stalls;
 - Landscaped planting strips between parking areas and adjacent buildings or internal pedestrian walkways;
 - Landscaped islands located between parking stalls or at the ends of rows of parking stalls; and
 - On site landscaping at the parking lot perimeter.
- v. 304.10(i)(4) Required Landscaped Islands: A landscaped island at least six feet (6') in all interior dimensions and containing at least one 15-gallon size tree shall be provided at each end of each interior row of parking stalls and between all consecutive parking stalls in the following ratios:
 - Between every eight (8) stalls in any nonresidential development;
- vi. 304.10(i)(7) Trees shall be planted to result in fifty percent (50%) shading of parking lot surface areas within fifteen (15) years.
 - Distribution: Trees shall be distributed relatively evenly throughout the parking area.
 - Species: Required trees for parking lots shall be selected from a list of recommended trees maintained by the community development department or are listed in Sunset's "Western Garden Book, Region No. 9".
 - Minimum Planter Size: Any planting area for a tree shall have a minimum interior dimension of five feet (5'). Additional space may be required for some tree species.

- h. Site shall comply with PDO 300.10 site screening standards:
 - i. Screening of Mechanical Equipment. All mechanical and electrical equipment and antennas shall be screened or incorporated into the design of buildings so as not to be visible from the street, freeway, or adjacent residential districts. Such equipment includes, but is not limited to, all roof-mounted equipment, utility meters, cable equipment, telephone entry boxes, backflow prevention devices, irrigation control valves, electrical transformers and pull boxes. Screening devices shall be consistent with the exterior colors and materials of the buildings to which they are attached.
 - ii. Parking Areas. Parking areas shall be screened from view from public streets and adjacent residential properties according to the following standards:
 - Height. Screening of parking lots from adjacent public streets shall be three (3) feet in height. Screening along interior lot lines that abut residential districts shall be six (6) feet in height, except within the required front setback of the applicable zoning district, where screening shall be three (3) feet in height.
 - Materials. Screening may consist of one (1) or any combination of the methods listed below.
 - Walls. Low-profile walls consisting of decorative concrete, stone, or masonry materials.
 - Fences. An open fence of wrought iron or similar material combined with plant materials to form an opaque screen. This option does not include the use of chain-link or vinyl fencing.
 - Planting. Plant materials consisting of compact evergreen plants that form an opaque screen. Such plant materials shall achieve a minimum height of two (2) feet within eighteen (18) months after initial installation.
 - Berms. Berms planted with grass, ground cover, or other low-growing plant materials.
 - iii. Drive-Through Facilities. Vehicle lanes for drive-throughs shall be screened from public streets to a height of three and one-half (3.5) feet. Screening devices shall consist of walls and/or berms.
- i. The drive-through lanes shall be required to conform to PDO 304.04(h) in that the queuing area shall provide space for a minimum of six (6) vehicles from the menu board to the driveway entry. The stacking area shall not interfere with other on-site circulation and parking facilities. Where required, queuing areas shall be measured as twenty (20) feet per car.
- j. The developer/applicant shall comply with the PDO §305 Signs.
 - i. Allowable permanent signage types include: awning and canopy, marquee, monument, freestanding, projecting, wall, and window. Total sign allowance is calculated at 3 square feet per one linear foot of building frontage within the CR zone. Signs require building permit.

ii. §305.11(a) Temporary signs. Banners, handheld signs, portable signs and other similar temporary advertising devices shall be prohibited, except for business openings, special events, promotional events and new subdivisions being developed in the city and are subject to the following:

- A temporary sign permit shall be secured prior to the installation or display of any such sign. Issuance of a temporary sign permit may be contingent upon the overall permissible area available for temporary signs within a geographic area as identified in subsection A6 of this section. In addition, the application would be reviewed in light of other temporary sign permit applications submitted for the same area, which may put such signs in conflict with subsection A6 of this section.

iii. §305.10(h) Other Sign Types

- Commercial Center Identification Signs. One Commercial Center Identification sign per Center may be erected in the Commercial and Employment districts, subject to the following limitations:
- Allowable Areas. The center shall consist of a commercial or industrial development with an integrated site and design plan creating a single unified development with four (4) or more uses.
- Area Not Counted. The area of the sign shall not count towards the sign area allowed for the individual tenant space or building on the lot.
- Sign Area Allowed. The maximum sign area may be no more than one (1) square foot for each linear foot of street frontage, but in no case shall the total sign area exceed two hundred (200) square feet. If more than one (1) entrance to the lot exists, the maximum sign area permitted will be divided among the number of entryways and signs requested.
- Sign Height. The maximum sign height shall not exceed twenty (20) feet in the CMX, CN and PO zone districts; thirty-five (35) feet in all other Commercial and Employment zone districts.
- Sign Base. The sign base is to be located within a planter box or planting area at least twenty-four (24) square feet in area and the design and location is to be approved by the Zoning Administrator.

iv. All signage including temporary signs require permit prior to installation.

k. The developer/applicant shall comply with Section 300.07 of the Porterville Development Ordinance (Lighting and Illumination). Light fixtures shall not exceed 16 feet within 100 feet of any street frontage; 20 feet in any other location. Aisles, passageways, and pedestrian recesses related to and within the building complex shall be illuminated with an intensity of at least 0.25 foot-candles at the ground level during the hours of darkness. Lighting devices shall be protected by weather and vandal-resistant covers. A photometric plan shall be included with the building permit submittal to determine compliance.

i. All lighting fixtures shall be shielded in accordance with table 300.07B of this section so as not to produce obtrusive glare onto the public right of way

or adjoining properties. All luminaries shall meet the most recently adopted criteria of the Illuminating Engineering Society of North America (IESNA) for "cutoff" or "full cutoff" luminaries, as illustrated in figure 300.07 of this section.

1. Development shall comply with the PDO §306 Performance Standards.
 - i. 306.07 Lighting and Glare, particularly subsection (b) Lighting: Lights shall be placed to deflect light away from adjacent properties and public streets, and to prevent adverse interference with the normal operation or enjoyment of surrounding properties. Direct or sky reflected glare from floodlights shall not be directed into any other property or street. Except for public streetlights, no light or combination of lights, or activity shall cast light on a public street exceeding one foot-candle as measured from the centerline of the street. No light, combination of lights, or activity shall cast light onto a residentially zoned property, or any property containing residential uses, exceeding one-half (1/2) foot-candle. Refer to section 300.07, "Lighting and Illumination", and subsection 304.10G, "Parking Lot Lighting", of this series for additional lighting standards required by this code.
- 306.08 Maintenance: Sites and facilities shall be maintained free of refuse, debris, or other accumulated matter and shall be kept in good repair at all times.

PASSED, APPROVED, AND ADOPTED this 19th day of March, 2024.

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, City Clerk

By _____
Fernando Gabriel-Moraga, Chief Deputy City Clerk



CITY COUNCIL AGENDA – MARCH 19, 2024

SUBJECT: Request for a Modification of Conditional Use Permit 8-2008 to Upgrade from a Type 20 Off-Sale License to a Type 21 Off-Sale Alcohol License for Sherwood Handy Market

SOURCE: Community Development

BACKGROUND: n/a

COMMENT: The applicant is requesting a modification to Conditional Use Permit 8-2008 to upgrade from a Type 20-Off Sale alcohol license to a Type 21 Off-Sale in order to allow for the sale of beer, wine, and distilled spirits in conjunction with Sherwood Handy Market located at 1907 E. Morton Avenue. The project is located in the CN (Neighborhood Commercial) Zone District and has a General Plan Land Use of Neighborhood Commercial. Section 301.02 of the Porterville Development Ordinance requires a Conditional Use Permit for any use involving the sale of alcoholic beverages.

The California Department of Alcoholic Beverage Control (ABC) allows for a specific number of licenses per census tract, based on population. The subject site is located within Census Tract 36.01 and allows for six (6) on-sale and seven (7) off-sale licenses without being deemed over-concentrated. Census Tract 36.01 currently contains zero (0) On-Sale licenses for alcohol sales and two (2) Off-Sale licenses. Approval of the requested modification to CUP 8-2008 would not change the number of off-sale licenses within the census tract, as it would be an upgrade from an existing Type 20 Off-Sale alcohol license. The hours of operation during which alcoholic beverages would be sold shall be limited to 6:00 a.m. – 11:00 p.m. and any amendment to business hours that would modify this condition will be subject to a modification of this permit.

ANALYSIS: The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for CN (Neighborhood Commercial). The CN designation is intended to encourage convenience and neighborhood shopping areas, providing day-to-day retail goods and services and to prohibit auto-oriented uses to maintain a pedestrian environment. The current use of a convenience store with alcohol sales would suit the purpose of the zone designation. The convenience store is a permitted use in the CN Zone District and the sale of alcohol under a Type-21 license will require the modification to the existing CUP 8-2008.

Porterville Development Ordinance Section 604.04 requires that the Council makes the following findings prior to approving a CUP:

1. Approval of the proposed project will advance the goals and objectives of and is consistent with the policies of the general plan and any other applicable plan that the city has adopted. *The project will further the following General Plan policies:*
 - *LU-G-1: Promote a sustainable balanced land use pattern that responds to existing needs and future needs of the city.*
 - *LU-G-3: Promote sustainability in the design and development of public and private development projects.*
 - *LU-G-5: Ensure that new development pays for the public pays for the public facilities and infrastructure improvements required to meet the demands resulting from that growth.*
 - *ED-G-2: Retain, improve, and promote existing businesses in Porterville.*
 - *ED-G-5: Retain existing local businesses and foster local start-ups.*
 - *ED-G-7: Create an image for Porterville that will attract and retain economic activity.*
2. The location, size, design, and operating characteristics of the proposed project are consistent with the purposes of the district where it is located and conforms in all significant respects with the general plan, this development ordinance and with any other applicable plan adopted by the city council. *While the existing use of a convenience store with a service station and a type 20 off-sale alcohol sale is permitted under CUP 8-2008 the change of alcohol license to a type 21 off-sale is permitted with a modification to the existing CUP 8-2008 and is allowed within the CN zone, which is the implementing zone for the Neighborhood Commercial and is therefore consistent with the General Plan.*

Staff would recommend the approval of the requested modification of Conditional Use Permit 8-2008 for Sherwood Market for the upgrade of alcohol license under a type 21 Off-Sale license with conditions.

ENVIRONMENTAL On January 31, 2024, the Environmental Coordinator made a preliminary REVIEW: 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. Hold a Public Hearing to receive public comments; and
2. Find the proposed project exempt from the California Environmental Quality Act pursuant to Section 15061(b), (3) of the California Code of Regulation; and
3. Adopt the draft resolution approving Modification to Conditional Use Permit 8-2008 for a Type 21 Off-Sale subject to conditions of approval.

ATTACHMENTS:

1. Draft Resolution
2. Floor Plan
3. Locator Map
4. Tract 36.01
5. Site Plan

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Acting Community Development Director

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. _____ - 2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF REQUEST FOR A
MODIFICATION OF CONDITIONAL USE PERMIT 8-2008 TO UPGRADE FROM A TYPE
20 OFF-SALE ALCOHOL LICENSE TO A TYPE 21 OFF-SALE ALCOHOL LICENSE FOR
SHERWOOD HANDY MARKET, LOCATED AT 1907 W. MORTON AVENUE

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of March 19, 2024, conducted a public hearing to consider a Modification of Conditional Use 8-2008 to upgrade from a type 20 Off-Sale alcohol license to a Type 21 Off-Sale alcohol license for Sherwood Handy Market, located at 1907 W. Morton Avenue; and

WHEREAS: On March 8, 2024, a notice was published in *The Porterville Recorder* setting the date, and place of a public hearing for March 19, 2024 and similar notices were sent to owners of property within 500 feet radius of the site and posted at City Hall and the City's website announcing the same; and

WHEREAS: On March 1, 2024, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to the "General Rule" exemption §15061(b)(3), that CEQA applies only to projects which have the potential for causing a significant effect on the environment; and

WHEREAS: The applicant has a current, valid license with the State of California Department of Alcohol Beverage Control (ABC). As such, approval of the proposed upgrade would not result in an increase of ABC licenses within the census tract, nor will it result in an overconcentration of licenses within the census tract; and

WHEREAS: The City Council of the City of Porterville received testimony from all interested parties related to said Modification of Conditional Use Permit 8-2008; and

WHEREAS: Section 301.02 of the Porterville Development Ordinance requires Conditional Use Permit approval for any use involving the sale of alcoholic beverages under an on-sale or off-sale license; and

WHEREAS: The City Council made the following findings:

1. That 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 601.12 of the Porterville Development Ordinance.
2. The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for CN (Neighborhood Commercial). The CN designation is intended to encourage

convenience and neighborhood shopping areas providing day to day retail goods and services and to prohibit auto-oriented uses in order to maintain pedestrian environment. The current use of a convenience store with alcohol sales would suit the purpose of the zone designation. The convenience store is a permitted use in the CN Zone District and the sale of alcohol under a Type-21 license will require the modification to the existing CUP 8-2008.

3. This project is exempt from CEQA pursuant to §15061(b)(3), CEQA only applies to projects that have the potential to cause a significant effect on the environment.
4. The California Department of Alcoholic Beverage Control (ABC) allows for a specific number of licenses per census tract, based on population. The subject site is located within Census Tract 36.01 and allows for six (6) on-sale and seven (7) off-sale are allowed without being deemed over-concentrated. Census Tract 36.01 currently contains zero (0) On-Sale licenses for alcohol sales and two (2) Off-Sale licenses. Approval of the request modification to CUP 8-2008 would not change the number of off-sale licenses within the census tract as it would be an upgrade from an existing Type 20 Off-Sale alcohol license.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit (PRC 2023-038-C) subject to the following conditions:

1. No advertising of alcohol products shall be displayed and/or viewed from the outside of the building.
2. That the on-site consumption of alcoholic beverages shall be prohibited.
3. The use shall be conducted in compliance with all applicable local, state and federal regulations.
4. The Conditional Use Permit shall become null and void if not undertaken and actively and continuously pursued within one (1) year. The Conditional Use Permit will expire when the use ceases to operate for one year or more.
5. Upon approval of the conditional use permit, any future change in operation which substantially alters the conditions or nature of the subject business will require approval by the City Council. Further, 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 may result in revocation of the Conditional Use Permit.
6. Unless an extension of time is granted by the City Council, the conditional use permit shall expire two years after the date of approval if the on-sale alcohol license is not active or actively pursued. The City Council may approve a one-year extension of any permit or approval granted under this ordinance upon receipt of a written application with the required fee before the permit expires.
7. 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.

8. Pursuant to Section 601.10(d) the City Council may revoke the permit if it makes any of the following findings:

- That approval was obtained by means of fraud or misrepresentation of a material fact;
- That the use in question has ceased to exist or has been suspended for one year or more;
- That there is or has been a violation of or failure to observe the terms or conditions of the permit or variance, or the use has been conducted in violation of the provisions of this ordinance, law or regulation; or
- That the use to which the permit or variance applies has been conducted in a manner detrimental to the public safety, health and welfare or so as to be a nuisance.

9. The hours of operation during which alcoholic beverages may be sold shall be limited to 6:00 a.m. – 11:00 p.m. Any amendment to business hours that would modify this condition will be subject to a modification of this permit.

10. All activities associated with the proposed use shall be exclusively confined to the interior of the building to the extent permitted by Alcohol Beverage Control.

11. All signage, permanent and temporary are subject to Chapter 305 of the Porterville Development Ordinance.

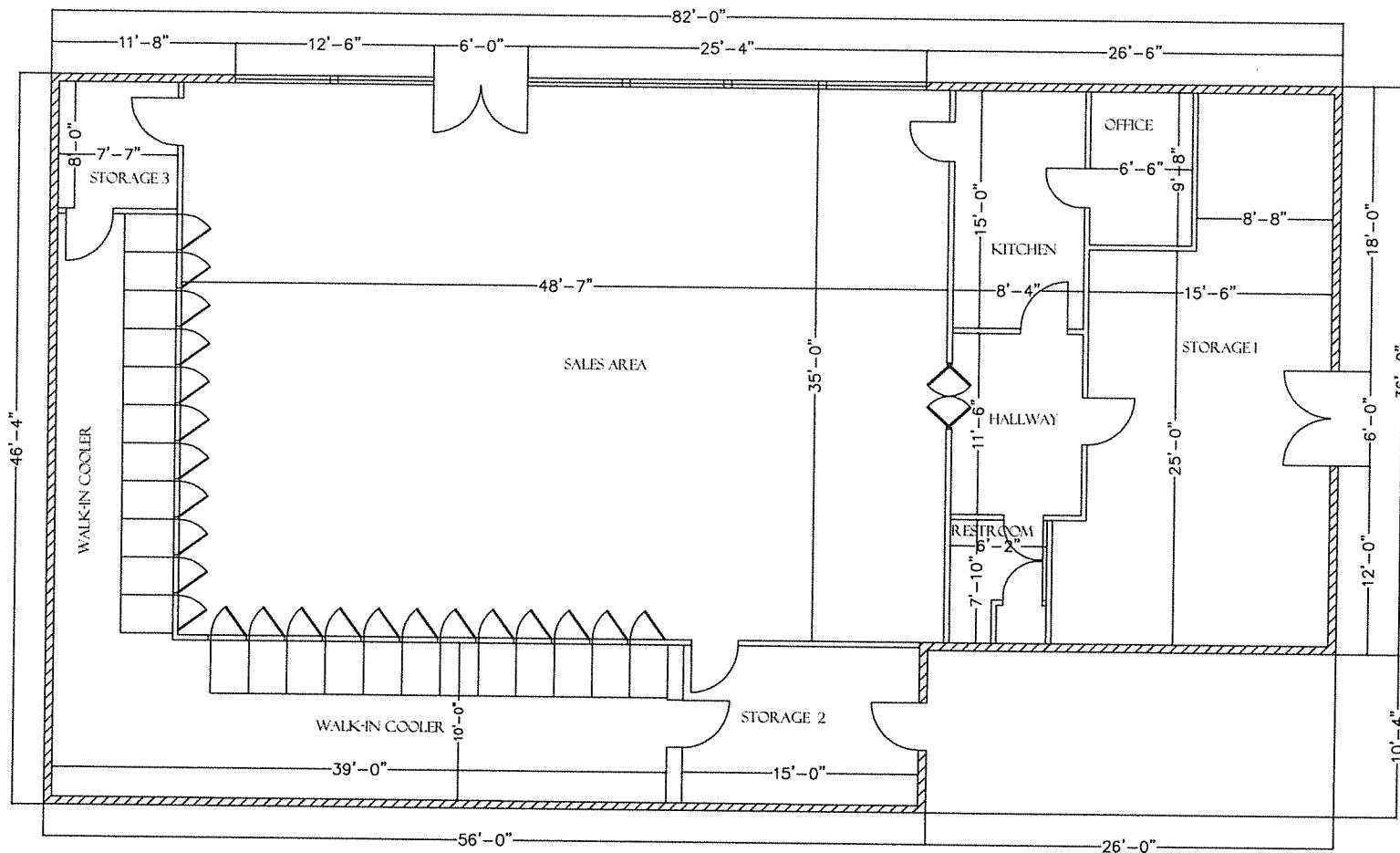
PASSED, APPROVED AND ADOPTED this 19th day of March, 2024.

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, City Clerk

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



FLOOR PLAN

SCALE: 3/32" : 1'-0"



Floor Plan

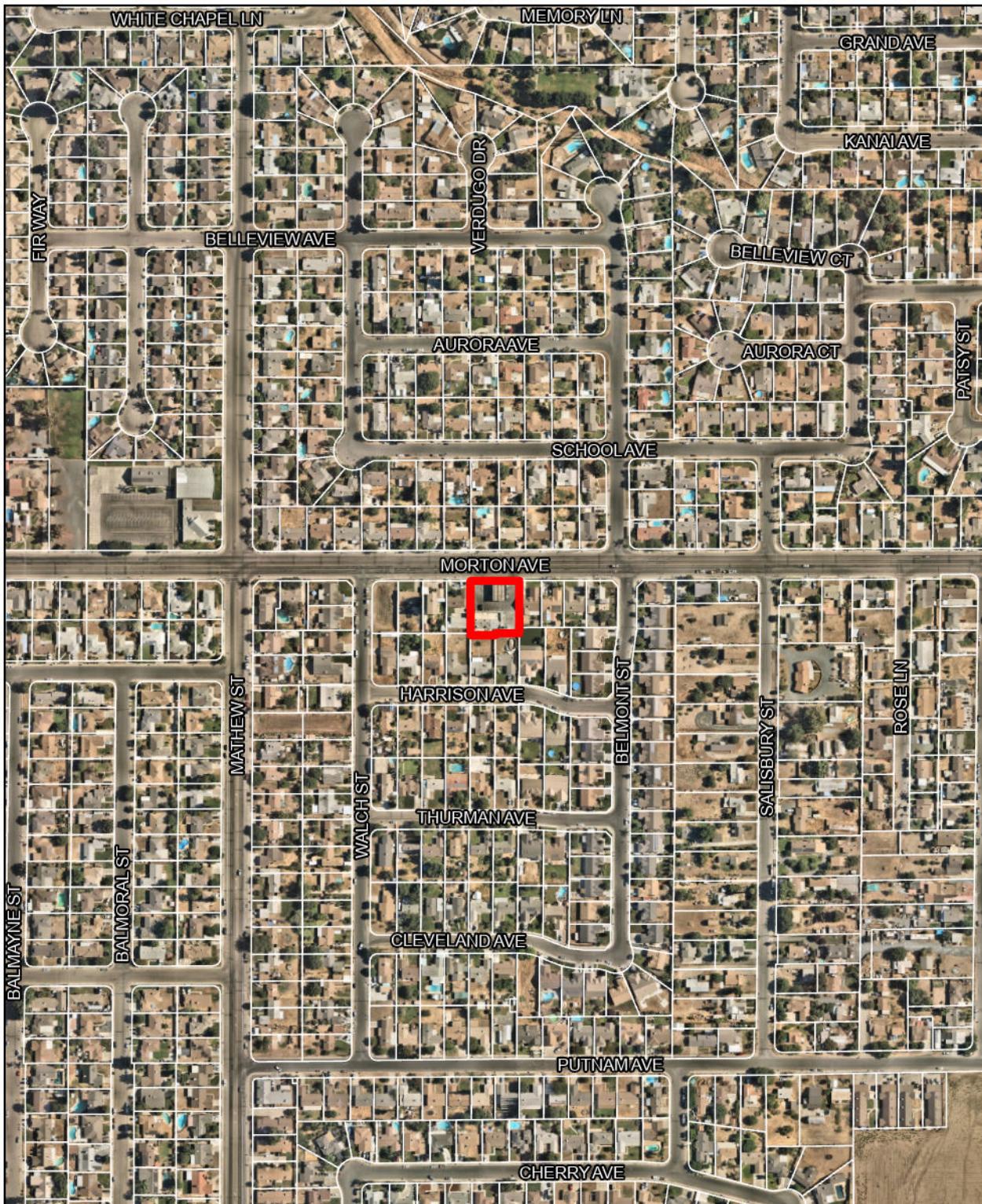
Sherwood Handy Market
1907 W Morton Ave
Porterville, CA 93257

Date: 12/15/2023
Scale: 3/32" : 1'-0"
Drafter: Kenda Aboied
job number:
sheet:

A-1

Locator Map

PRC 2023-050



CUP Modification
Sherwood Handy Market
@ 1907 W. Morton Ave



Project Location

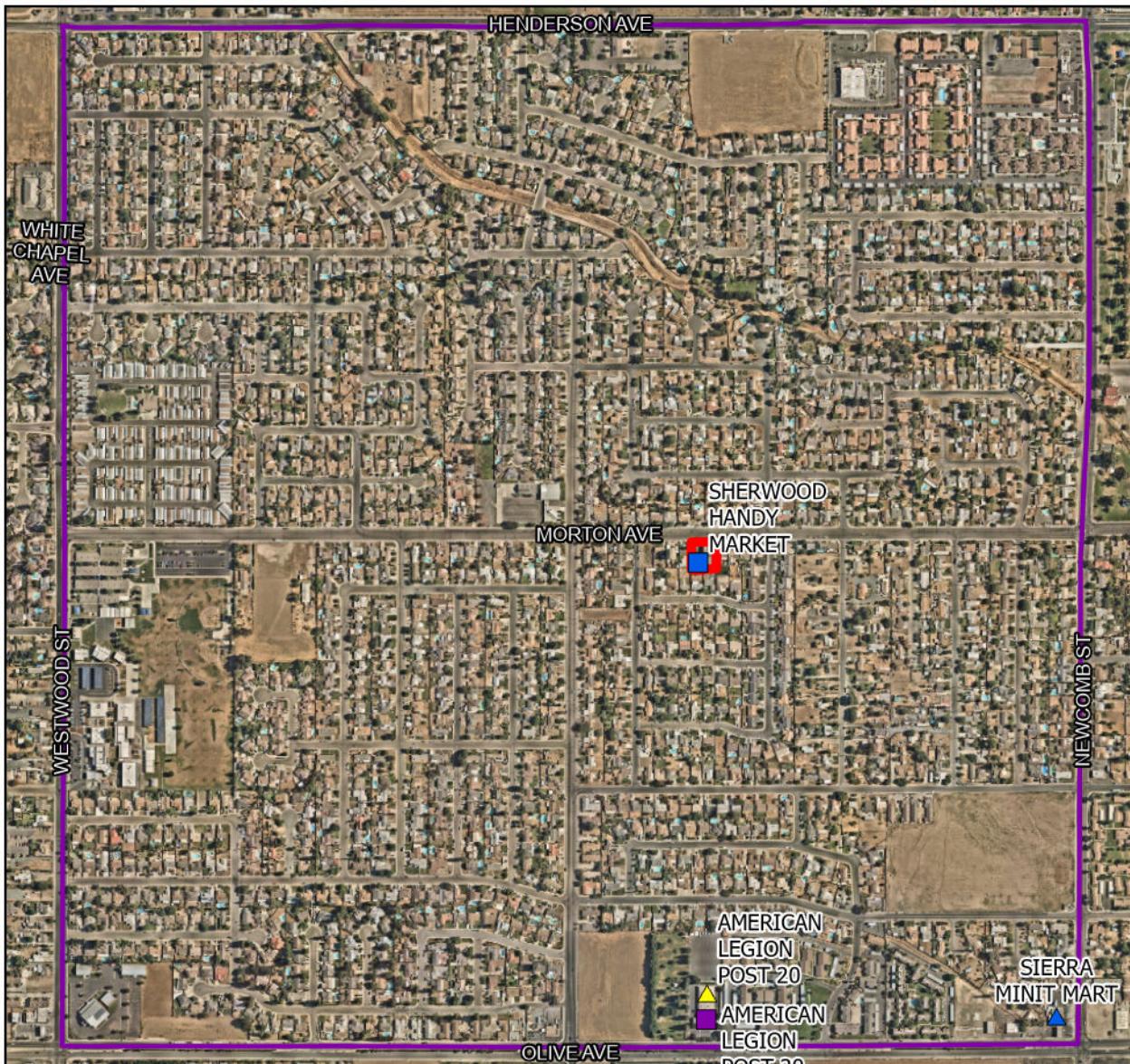
1 in = 400 feet



Date Printed: 12/20/2023 by the Community Development Department



ABC Map PRC 2023-050



ABC Licenses

License Type

- {1} "20" - Off Sale Beer & Wine
- ▲ {1} "21" - Off Sale General
- ▲ {1} "52" - Veteran's Club
- {1} "58" - Caterer Permit

Current Allowances in Tract 36.01

On Sale - 6
Off Sale - 7

Current Permits in Tract 38.02

On Sale: 0
Off Sale (20, 21): 2
Other (51, 58): 2

CUP Modification

**Sherwood Handy Market
@ 1907 W. Morton Ave**

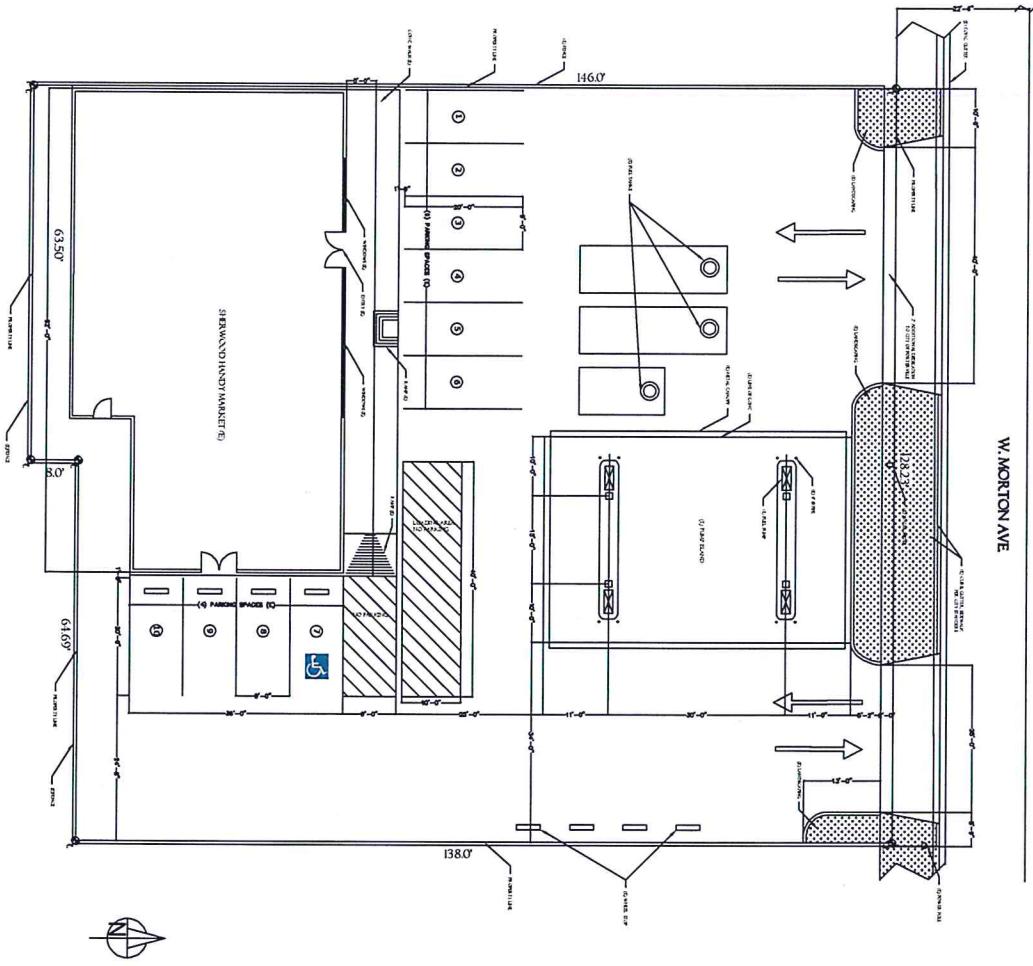
■ Project Location

■ Census Tract 38.02

1 in = 900 feet



SITE PLAN
SCALE: 1/32" : 1'-0"



W. MORTON AVE.

VICINITY MAP
SCALE: K.I.S.



2164 W BEL AIRE CT.
PORTERVILLE, CA 93257
TEL: 559-310-6684

Stamp

SITE DATA
A.P.M. 245-132-014
LOT SQFT: 18,200±
BUILDING SQFT: 3,474±
LANDSCAPE SQFT: 2,944
SITE ADDRESS: 1907 W MORTON AVE
PORTERVILLE CA 93257

Site Plan
Sherwood Handy Market
1907 W Morton Ave
Porterville, CA 93257

Scale: 1/32" : 1'-0"
Drafter: Kenda Aboied
job number: 23-04.00

sheet:

ARAM DESIGNS INC

A-2



CITY COUNCIL AGENDA – MARCH 19, 2024

SUBJECT: Request for a Conditional Use Permit (PRC 2023-038-C) to Allow the Establishment of a Barbershop with a Bar/Lounge and the Sale of Alcohol Under a Type 48 On-Sale Alcohol License for Sports Cuts Bar & Lounge, Located at 41 N Main Street

SOURCE: Community Development

BACKGROUND: On May 9, 2023 a business license inspection was performed at 41 N Main St., which listed deficiencies. The Fire Marshal responded in May 2023, for a follow-up inspection to review for compliance of the noted deficiencies.

During the follow-up inspection, several violations were noted, including possible code violations for construction and electrical improvements without permits and the sale of alcohol without the proper license. The business representative, Mr. Mathew Rosa was advised to cease operation of the activities that were triggering the violations and remediate them by contacting the City for a building permit that included the intended changes to his current business model. The business representative was given 10 days to provide the permit packet for review, should he engage a person, or firm, to prepare the documents, he would be eligible for an extension based on their availability to complete his project. Other than Fire inspections, it will be on a complaint basis after that. It was also noted that should he be serving alcohol in violation of the law, it will be referred to the appropriate agency for their review as well as the potential for Administrative Citations.

On September 13, 2023, the City was notified of another potential code violation, at which time there was an advertisement for an unapproved event being hosted at the location. The Fire Marshal responded, met with Mr. Rosa in person, and took action to have the event canceled.

As a result of those code violations, the City and the Applicant have been working together on solutions to bring this business into compliance with the requested business model, which resulted in the Staff bringing this item to council tonight.

COMMENT: The applicant is requesting approval of a Conditional Use Permit (CUP) to allow for the establishment of a Bar/Lounge in conjunction with a barbershop, Sports Cuts. The request includes the sales of alcohol under a Type 48 On-Sale General, which allows for the sale of beer, wine, and distilled spirits for consumption on the premises where sold. Type 48 On-Sale General also authorizes the sale of beer and wine for consumption off the premises where sold. The subject site is located at 41 North Main

Street, in the DR-N (Downtown Retail North of Olive) Zone District. The Porterville Development Ordinance outlines that Bars/Lounges require the approval of a CUP under Table 202.02 Land Regulations – Downtown Districts. Also, section 301.03 of the Porterville Development Ordinance requires approval of a CUP for any use involving the sale of alcoholic beverages.

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 20 licenses for alcohol sales; thirteen on-sale and seven off-sale. In Census tract 38.02, three (3) on-sale and four off-sale are allowed without being deemed over-concentrated. Approval of this on-sale license/off-sale would be the fourteenth (14) on-sale license and eighth (8) off-sale license, eleven and four above the allowable, respectively, as determined by ABC. Due to the over-concentration of on-sale licenses, a Letter of Public Convenience or Necessity will be required.

ANALYSIS:

Barbershops as well as beauty salons are permitted the serving of alcohol under the California Code, Business and Professions Code – BPC § 23399.5(c), where a license or permit is not required.

- A license or permit is not required for the serving of wine or beer as part of a beauty salon service or barber shop service if the following requirements are met:
 1. There is no extra charge or fee for the beer or wine. For purposes of this paragraph, there is no extra charge or fee for the beer or wine if the fee charged for the beauty salon service or barber shop service is the same regardless of whether beer or wine is served.
 2. The license of the establishment providing the beauty salon service or barber shop service is in good standing with the State Board of Barbering and Cosmetology.
 3. No more than 12 ounces of beer or six ounces of wine by the glass is offered to a client.
 4. The beer or wine is provided only during business hours and in no case later than 10 p.m.
 5. Nothing in this subdivision shall be construed to limit the authority of a city or city and county to restrict or limit the consumption of alcoholic beverages, as described in this subdivision, pursuant to [Section 23791](#).

The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for DR-N. The existing barbershop is a permitted use in the DR-N zone district, and the use of a Bar/Lounge may be permitted in that zone district with the approval of a Conditional Use Permit. The sale

of alcohol under a Type-48 license in conjunction with the establishment will also require approval under the Conditional Use Permit. 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 use of a Bar/Lounge with alcohol sales in conjunction with the barbershop would suit the purpose of the zone designation.

Porterville Development Ordinance Section 604.04 requires that the Council makes the following findings prior to approving a CUP:

1. Approval of the proposed project will advance the goals and objectives of and is consistent with the policies of the general plan and any other applicable plan that the city has adopted. *The project will further the following General Plan policies:*
 - *LU-G-1: Promote a sustainable balanced land use pattern that responds to existing needs and future needs of the city.*
 - *LU-G-3: Promote sustainability in the design and development of public and private development projects.*
 - *LU-G-20: Enhance Porterville's Downtown as a pedestrian-orientated district that reflects local history and culture.*
 - *LU-G-21: Attract and rehab specialty retail and restaurant businesses that will enhance Porterville's unique character.*
 - *ED-G-2: Retain, improve, and promote existing businesses in Porterville.*
 - *ED-G-5: Retain existing local businesses and foster local start-ups.*
 - *ED-G-7: Create an image for Porterville that will attract and retain economic activity.*
2. The location, size, design, and operating characteristics of the proposed project are consistent with the purposes of the district where it is located and conform in all significant respects with the general plan, this development ordinance, and with any other applicable plan adopted by the city council. *While the existing use of a barbershop is a permitted use in the DR-N zone, the addition of a Bar/Lounge with alcohol sales can be a conditionally-permitted use in the DR-N zone with approval of a Conditional Use Permit. The use is required to comply with all other applicable provisions of the DR-N zone, which is the implementing zone for the Downtown Retail North of Olive and is therefore consistent with the General Plan.*

The applicant is not proposing any live entertainment, which would require subsequent Council approval, prior to offering live entertainment. The main activity occurring at this business would be cutting hair, while alcoholic

drinks would be offered within the lounge area. The applicant has proposed a broad window, within which the barbershop and bar/lounge would operate. The barbershop will be open up to seven days per week, between 9:00 a.m. and 1:00 a.m. Staff has included in the draft resolution proposed conditions for the facility to operate and be maintained so as not to be detrimental to the public health, safety, or welfare of properties or improvements in the vicinity. The applicant cannot advertise or display anything regarding alcohol, that can be seen from the outside of the building.

Staff would recommend the approval of the requested Conditional Use Permit for the establishment of a barber shop with a bar/lounge and the request for a Type 48 On-Sale license with conditions that limit the sale of beer, wine, and distilled spirits for consumption on the premises only and no sale of beer and wine for consumption off the premises are to be sold.

ENVIRONMENTAL REVIEW: On March 5, 2024, 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. Consider adopting the draft resolution approving a Conditional Use Permit (PRC 2023-038-C) for a Type 48 On-Sale subject to conditions of approval;
2. Find the proposed project exempt from the California Environmental Quality Act pursuant to Section 15061(b), (3) of the California Code of Regulation; and
3. If CUP resolution is adopted, authorize the Mayor to sign the Letter of Public Convenience or Necessity.

ATTACHMENTS:

1. Floor Plan
2. Census Tract 38.02
3. Letter of Public Convenience and Necessity
4. Draft Resolution

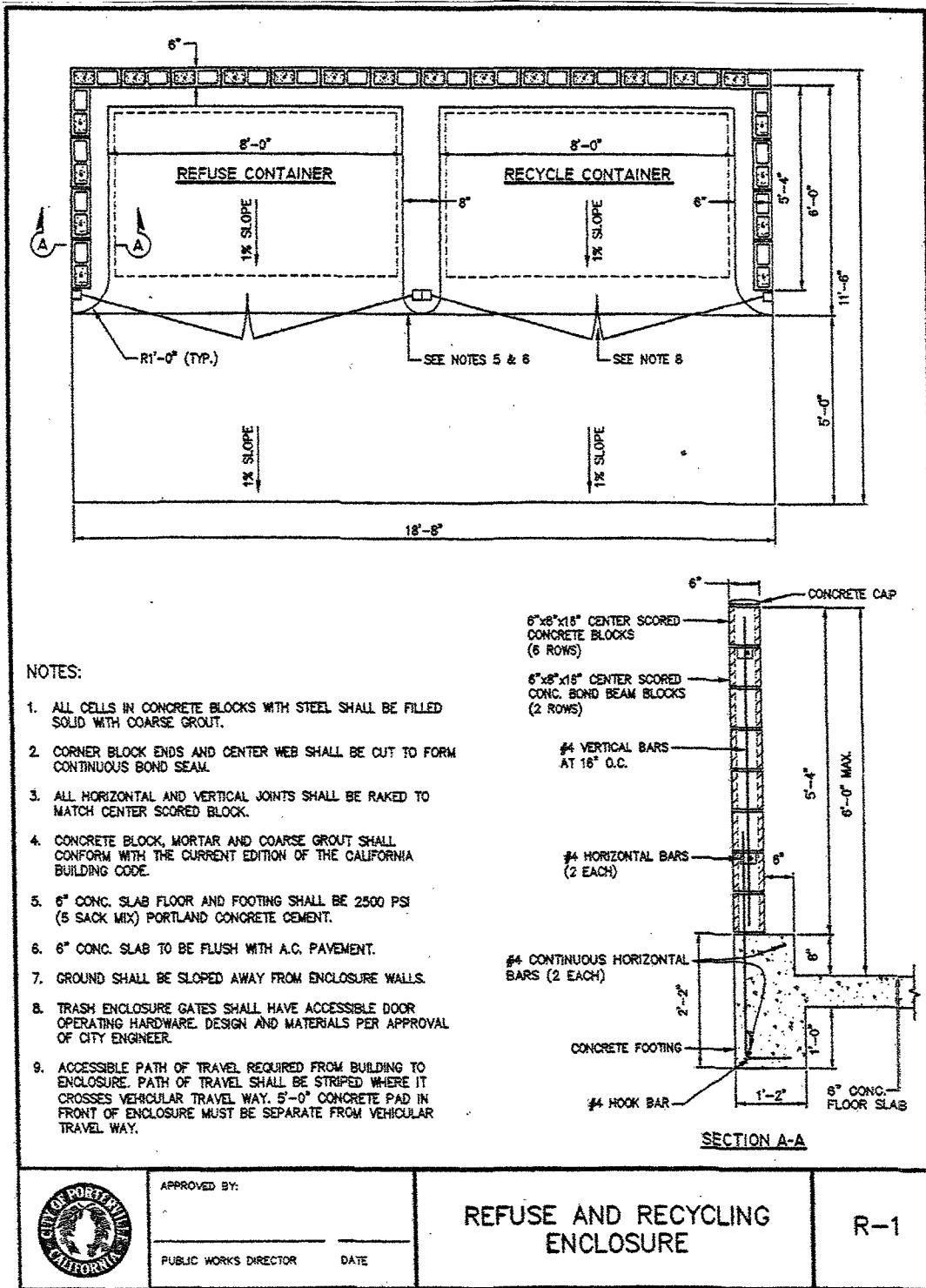
Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Acting Community Development Director

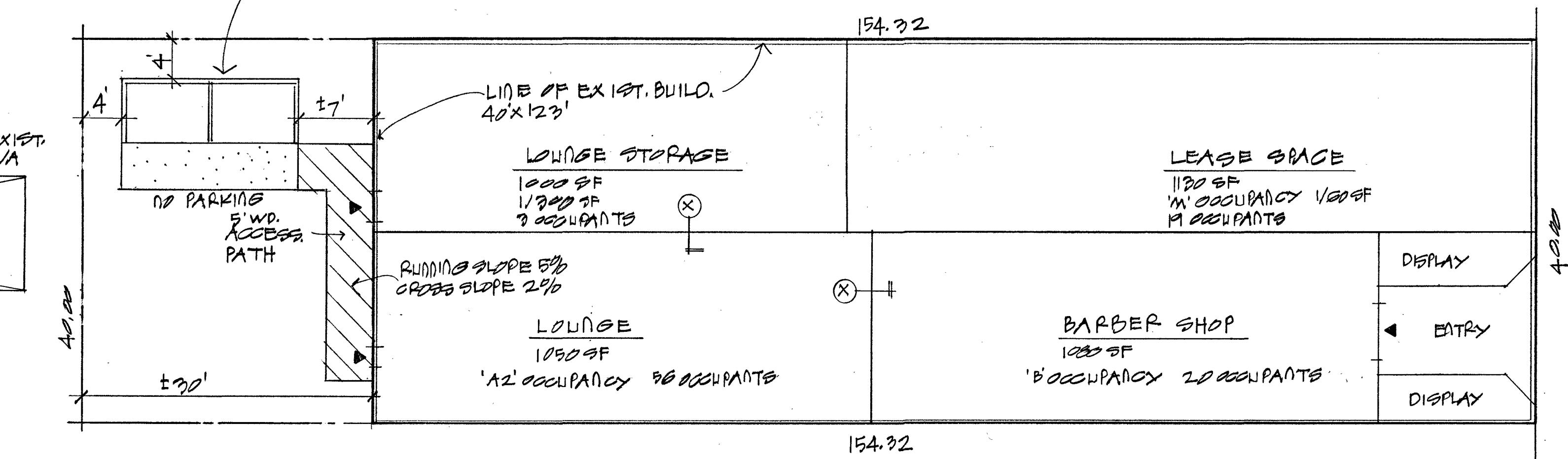
Final Approver: Patrice Hildreth, City Manager

Item No. 15.



7. *What is the best way to increase the number of people who use a particular service?*

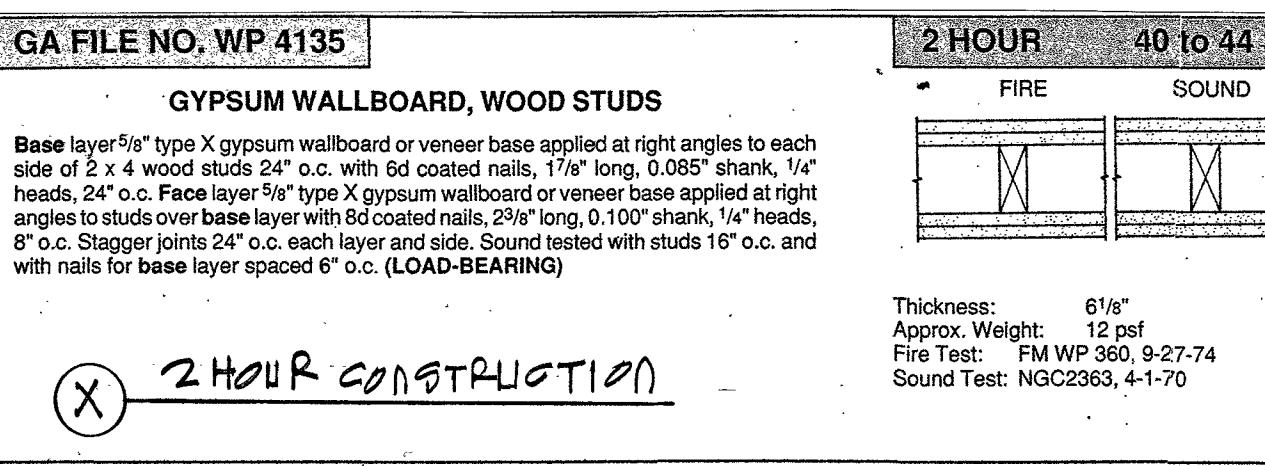
— CITY PARKING LOT —



MAIN STREET

GARY WEAVER DRAFTING
1210 LOTAS WAD PATERVILLE
704. 4739

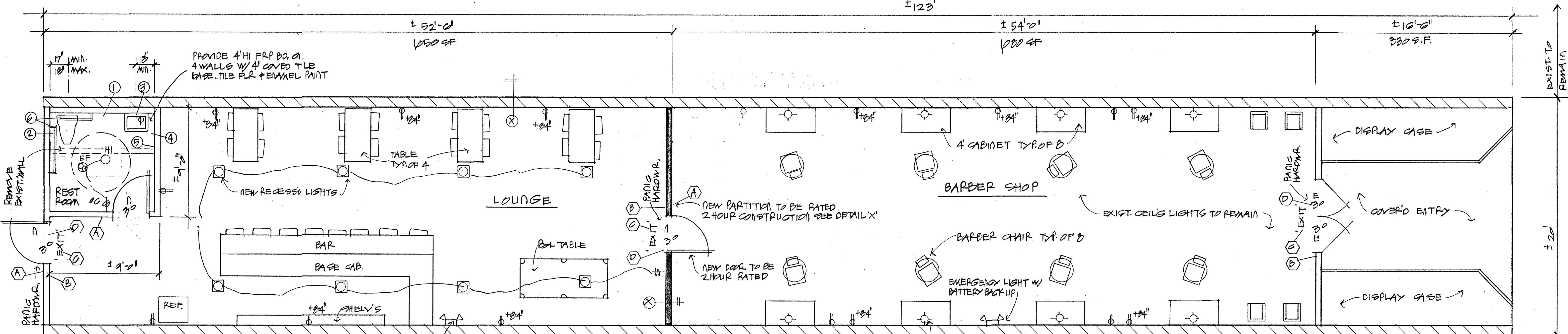
PROVIDE POWER UNDER SINK
FOR INSTANT WATER HEATER



- All work to comply with 2022 Building, Plumbing, Mechanical, Electrical and Green Codes
- New Plumbing fixtures to meet water conservation Sec. 403 CPC
- All new walls to be 2x studs with PTDF sill, double 2x top plate, and 1/2" gyp.bd. painted with enamel paint (Unless noted otherwise)
- Provide Knox Box verify location
- Provide Fire Extinguisher verify location
- New lever type hardware at rest rooms to have privacy lock
- All hardware on exterior doors shall comply with Chapter 10 of 2022 Cal Fire Code. Includes all locks, latches, bolt locks, and panic and fire exit hardware
- All common use switches, receptacles, and thermostat to be located max. 48" from top of outlet box and min. 15" from bottom of outlet box to finish floor
- All existing Lights, Switches, and Outlets to remain with minor modifications
- All existing Mechanical Equipment and Ducting to remain with minor modifications
- Signs under separate permit
- Address numbers to be posted on building and shall be visible from the street, numbers shall contrast with their background
- Provide back-flow device on water meter

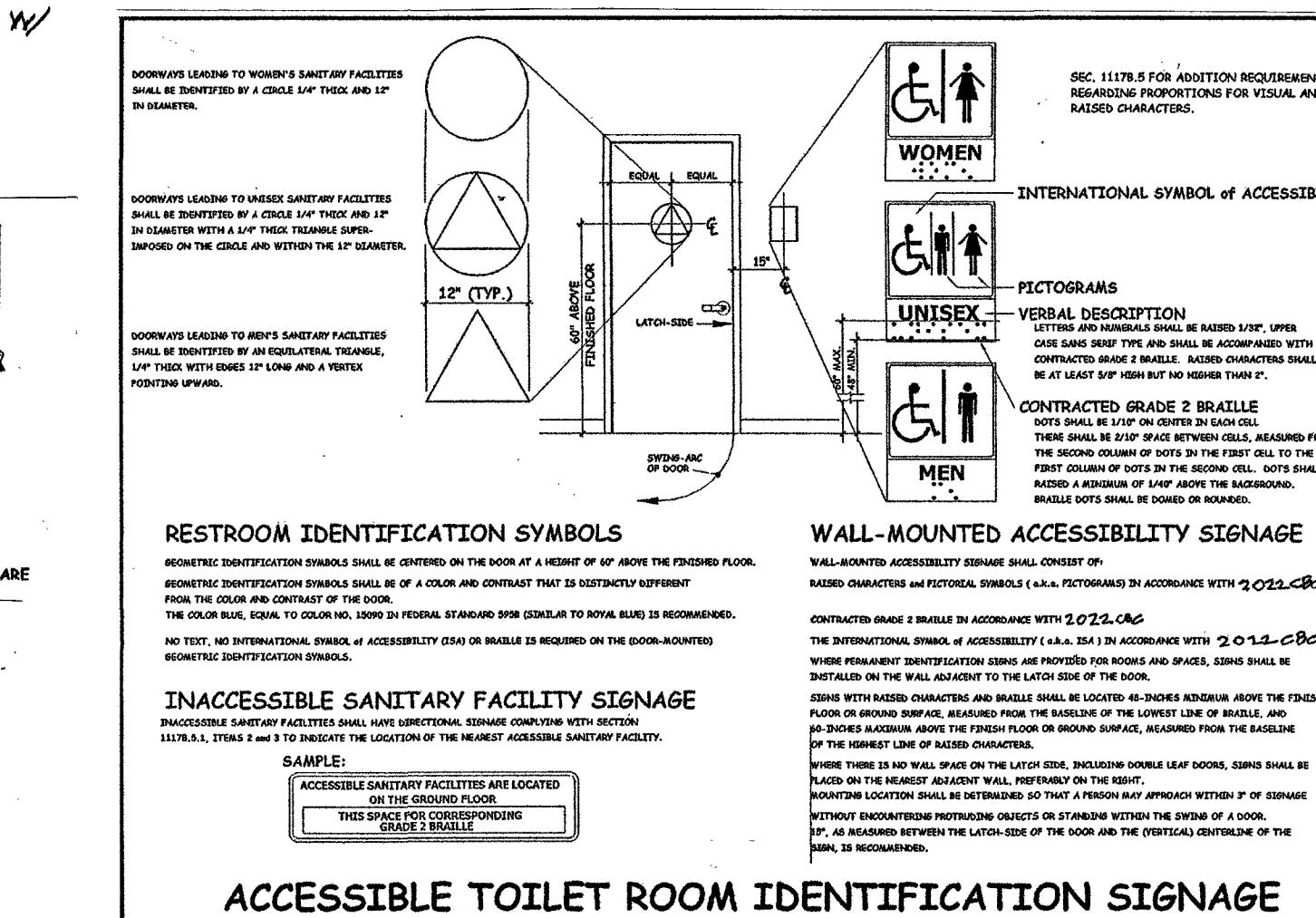
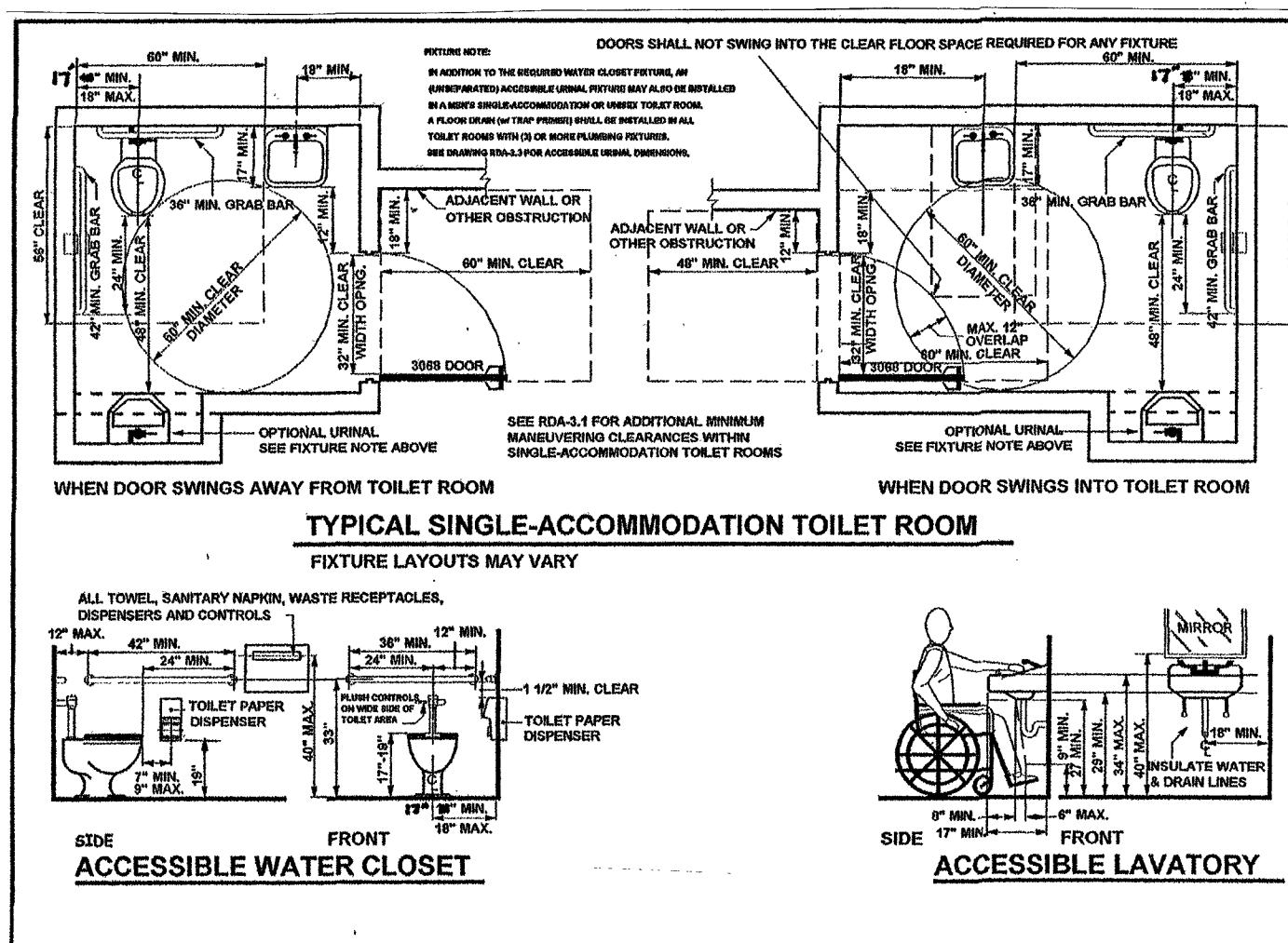
SITE PLAN 1"=10'
APN 253-171-001

- Vehicle impact protection bollards are required at the rear doors facing Hockett St. and shall comply with Section 312 of the currently adopted edition of the California Fire Code.



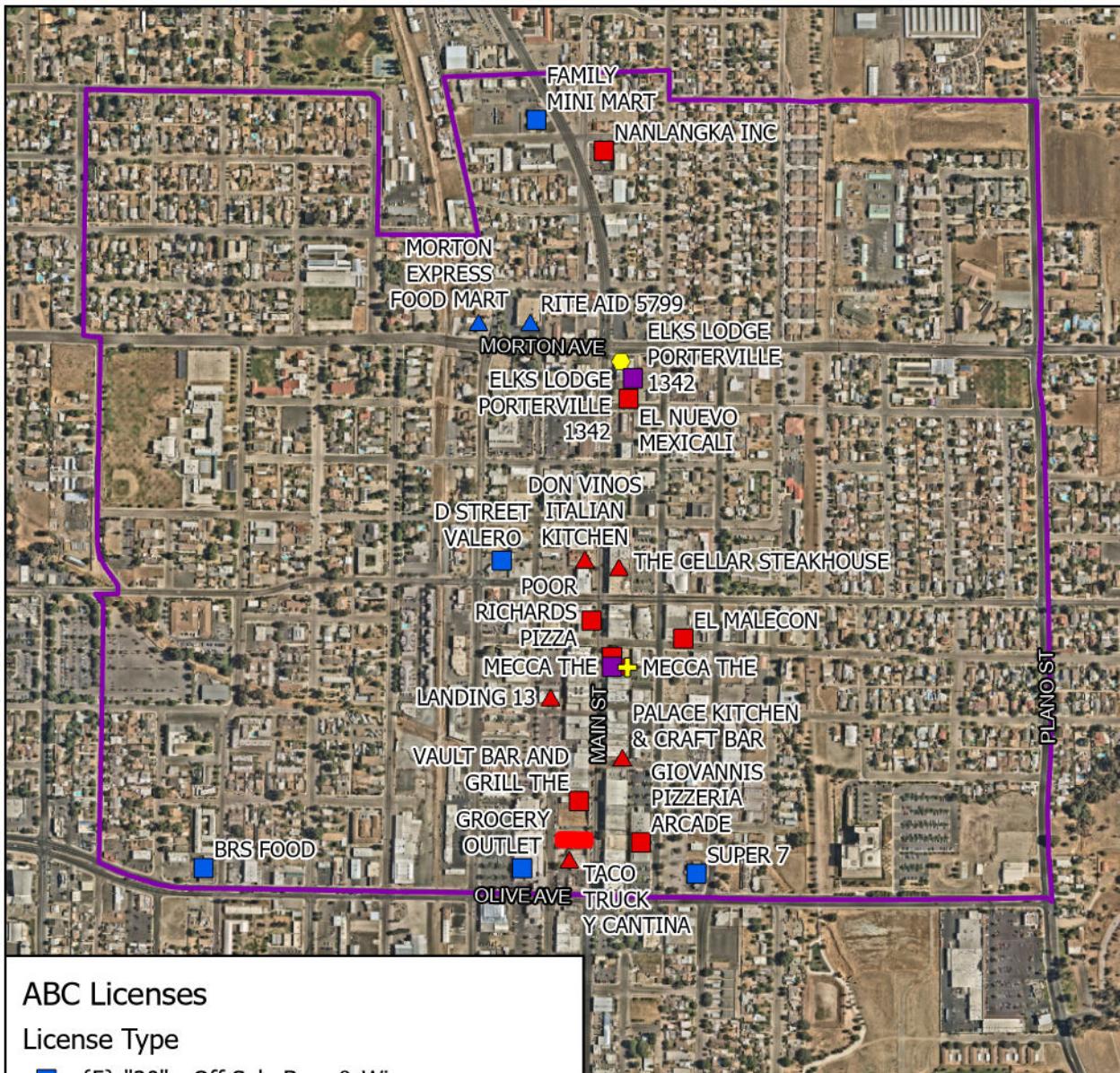
SPORTS CUTS BARBER SHOP
41 NORTH MAIN STREET

TEANT IMPROVEMENT PLAN FOR:



ABC Map

PRC 2023-000



ABC Licenses

License Type

- {5} "20" - Off Sale Beer & Wine
- ▲ {2} "21" - Off Sale General
- {7} "41" - On Sale Beer & Wine - Eating Place
- ▲ {5} "47" - On Sale General - Eating Place
- {1} "48" - On Sale General - Seasonal
- {1} "50" - On Sale General Club
- {2} "58" - Caterer Permit
- ✚ {1} "77" - Event Permit

Current Allowances in Tract 38.02

On Sale - 3
Off Sale - 4

Current Permits in Tract 38.02

On Sale (41, 47, 48): 13
Off Sale (20, 21): 7
Other (50, 58, 77): 4

CUP - Sports Cuts
@ 41 N. Main St

■ Project Location
■ Census Tract 38.02

1 in = 900 feet



Date Printed: 9/28/2023 by the Community Development Department



March 1, 2024

California Department of Alcoholic Beverage Control
Fresno District Office
3640 East Ashlan Ave
Fresno, CA 93726
ATTN: Christine Weldon

RE: Sports Cuts, 41 N Main Street, Porterville, CA

Dear Ms. Weldon:

The City Council of the City of Porterville has elected to approve the submittal of this letter regarding the public convenience or necessity, to be served through issuance of a Type 48 (On-Sale General-Public Premises) for a barbershop at Sports Cuts Barbershop and Lounge, located at, 41 N. Main Street, Porterville, CA.

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, which allows three on-sale licenses. At the present time 13 on-sale licenses currently exist in this tract. Due to the over concentration of on-sale licenses a Letter of Public Convenience or Necessity was required.
2. On March 19, 2024, the City Council conditionally approved Conditional Use Permit (PRC 2023-038-C), review attached resolution, to allow the sale of beer, wine, and distilled spirits for consumption on the premises where sold, and the sale of beer and wine for consumption off the premises where sold, for a barbershop located at 41 N. Main Street, Porterville, CA. 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 a Type 48 (On-Sale General – Public Premises) alcohol license in conjunction with a barbershop.

Further issuance of an on-sale license allowing the sale of beer, wine, and distilled spirits for consumption on the premises where sold, and the sale of beer and wine for consumption off the premises where sold, represents a viable economic asset to the community which will contribute tax revenues to the local economy. The site is consistent with the General Plan Land Use Designation of Downtown Retail policies that promote accessibility of services and goods within a convenient distance. The proposed Type 48 (On-Sale General – Public Premises), alcohol license for Sports Cuts Barbershop and Lounge would suit the purpose of the zone designation as well as

meeting the economic development guiding policy needed to retain, improve and promote existing businesses in Porterville. The restaurant is permitted in the DR-N (Downtown Retail – North of Olive Avenue) land use designation and alcohol sales may be permitted with review and approval of a Conditional Use Permit.

For these reasons, the City Council of the City of Porterville supports issuance of a Type 48 (On-Sale General – Public Premises) license for Sports Cuts Barbershop and Lounge located at 41 N. Main Street, Porterville, CA.

Sincerely,

Martha A. Flores, Mayor

Attachment: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF CONDITIONAL USE
PERMIT (PRC 20123-033-C) TO ALLOW FOR THE SALE OF ALCOHOL UNDER A TYPE
48 ON-SALE ALCOHOL LICENSE FOR SPORTS CUTS BARBERSHOP & LOUNGE
LOCATED AT 41 N. MAIN STREET

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of March 19th, 2024, conducted a public hearing to consider a Conditional Use Permit (PRC 2023-38-C) to allow for the sale of alcohol under a Type 48 (On-Sale General – Public Premises) alcohol license for Sports Cuts Barbershop & Lounge located at 41 N. Main Street; and

WHEREAS: On March 8, 2024, a notice was published in *The Porterville Recorder* setting the date, and place of a public hearing for March 19, 2024, and similar notices were sent to owners of property within 500 feet radius of the site and posted at City Hall and the City's website announcing the same; and

WHEREAS: On January 31, 2024, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to the "General Rule" exemption §15061(b)(3), that CEQA applies only to projects which have the potential for causing a significant effect on the environment; and

WHEREAS: The City Council of the City of Porterville authorized the Mayor to sign the Letter of Public Convenience or Necessity due to the over-concentration of alcohol licenses within Census Tract 38.02; 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 subject site is consistent with the General Plan Land Use Designation and Zoning Standards for DR-N (Downtown Retail - North of Olive Avenue). 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 barbershop, with alcohol sales, would suit the purpose of the zone designation. The barbershop is permitted use in the DR-N Zone, and alcohol sales may be permitted in that zone with a requested 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 operational standards are met. The project is located within an existing building and is conditioned that all activities associated with the consumption of alcohol on premises, in association with the Type 48 on-sale license shall be exclusively confined to the interior of the building in the designated lounge area.

Additionally, the project is conditioned to preserve public safety, health, and welfare to prevent the use from becoming a nuisance. The business must operate 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.

3. This project is exempt from CEQA pursuant to §15061(b)(3), CEQA only applies to projects that have the potential to cause a significant effect on 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 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 20 licenses for alcohol sales: thirteen on-sale and seven off-sale. In Census Tract 38.02, three on-sale and four off-sale are permitted without being deemed over-concentrated. Due to the over-concentration of on-sale licenses a Letter of Public Convenience and Necessity is required.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the Conditional Use Permit (PRC 2023-038-C) subject to the following conditions:

1. No advertising of alcohol products shall be displayed and/or viewed from the outside of the building.
2. Live entertainment or dancing is not permitted; if in the future the license holder seeks to pursue such associated activities, a modification to this permit would be considered by the City Council.
3. Alcohol beverage servers and managers of the establishment shall have training and certified per the Responsible Beverage Service Training Program (RBSTP) as required by CA Assembly Bill 1221 and Assembly Bill 82 for on-premises alcoholic beverage servers and their managers. The regulations have been incorporated into the [California Code of Regulations, Title 4, Article 25, Sections 160-173](#).
4. Upon approval of the conditional use permit, any future change in operation which substantially alters the conditions or nature of the subject business will require approval by the City Council. Further, 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 may result in revocation of the Conditional Use Permit.

5. Unless an extension of time is granted by the City Council, the conditional use permit shall expire two years after the date of approval if the on-sale alcohol license is not active or actively pursued. The City Council may approve a one-year extension of any permit or approval granted under this ordinance upon receipt of a written application with the required fee before the permit expires.
6. The applicant shall operate the establishment in such a manner as to preserve public safety, health, and welfare, 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.
7. Pursuant to Section 601.10(d) the City Council may revoke the permit if it makes any of the following findings:
 - That approval was obtained by means of fraud or misrepresentation of a material fact;
 - That the use in question has ceased to exist or has been suspended for one year or more;
 - That there is or has been a violation of or failure to observe the terms or conditions of the permit or variance or the use has been conducted in violation of the provisions of this ordinance, law, or regulation; or
 - That the use to which the permit or variance applies has been conducted in a manner detrimental to the public safety, health, and welfare or so as to be a nuisance.
8. The hours of operation proposed during which alcoholic beverages may be sold shall be limited to 9:00 a.m. to 1:00 a.m., seven days a week, Sunday through Saturday. Any amendment to business hours that would modify this condition will be subject to a modification of this permit.
9. The property is located in the Downtown Overlay District and any changes to the building shall comply with the Downtown Design Guidelines.
10. Trash and Refuse Collection Areas shall comply with Porterville Development Ordinance § 300.13 Trash and Refuse Collection Areas.
11. Signs shall comply with Porterville Development Ordinance § 305 Signs
12. The project shall comply with the latest applicable codes
13. For final comments from Fire, the applicant shall provide an independent occupant load analysis for the entire fire area, with the bar as an A-2, the barbershop as a B, and the unused suite to the north as its previous M occupancy.
14. Knox box access required (www.knoxbox.com)

15. Fire Extinguishers shall be placed to comply with the currently adopted edition of the California Fire Code
16. Address numbers shall be posted on the building and shall be visible from the street. Installed numbers shall contrast with their background.
17. Vehicle impact protection bollards are required at the rear doors facing Hockett St. and shall comply with Section 312 of the currently adopted edition of the California Fire Code.
18. A back-flow device is required on the water meter.
19. The developer/applicant shall comply with the City standard for "backflow" prevention pursuant to Resolution No. 9615.
20. The use shall be conducted in compliance with all applicable local, state, and federal regulations.

PASSED, APPROVED AND ADOPTED this 19th day of March, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

By _____
Fernando Gabriel-Moraga, Deputy City Clerk



CITY COUNCIL AGENDA – MARCH 19, 2024

SUBJECT: Council Authorization for Reorganization of Public Works Department to Accommodate the Transportation Department

SOURCE: City Manager's Office

COMMENT: As the City Council is aware, on January 2, 2024, the City provided notice of its intent to withdraw effective June 30, 2024, from its membership in the Tulare County Regional Transit Authority (TCRTA). As the transition from the City's participation in this JPA to reestablishing its in-house transit management operations, staff has analyzed options for this move for the greatest efficiencies. In this analysis, staff determined the most efficient and proactive solution would be to establish a Transportation Department which would oversee the management and operations of both transit and the Municipal Airport. Regulated by the Federal agencies of the FTA and FAA, the combination of the Divisions of Transit and Airport into one Department simply makes sense. It not only provides for the ability to undertake the significant task of reestablishing the City's transit operations, but it also provides for the opportunity to have a more direct proactive focus on the City's airport which has long been an asset with great potential for the City. Given the increasing demands on the Public Works Department with the significant focus on water, legislative changes in refuse/recycling, and a priority focus on streets, the separation of transit from Public Works will provide for a more diversified management, span of control, and greater efficiencies.

With the establishment of a new department, it is also herein proposed to reallocate and amend the Assistant City Manager classification to specifically oversee the departments of Public Works, Transportation, and Engineering and Project Management (EPM). This proposed structural change would increase coordination and responsiveness - particularly between Public Works and EPM - in the execution of the City's expansive capital improvement work plan, as well as ensure needed communications and cohesiveness between Public Works and Transportation. Specifically, the proposed changes are as follows:

1. New Classification: Director of Transportation.

This individual would be a Department Director overseeing all aspects of Transit Operations and Airport Management. This individual will provide strategic direction and coordination for future planning and ensure compliance with regulatory requirements. It is proposed that this at-will classification be established at Salary Range 269 (\$9,578 - \$11,689). Transit Operation Funds and Porterville Municipal Airport Operation Funds will allocate funding for the Director of Transportation position.

2. Allocate: Administrative Aide.

Provides administrative support to the Director of Transportation and assists with various tasks, including scheduling, correspondence, and record-keeping. This position plays a crucial role in facilitating the efficient operation of the transportation division. Allocation of funding from Transit Operations for the Administrative Aide, at Salary Range 187 (\$4,233 - \$5,166).

3. Allocate: Clerical Assistant I.

Provides clerical support to the transportation division, including data entry, filing, and document preparation. This position helps ensure the smooth day-to-day functioning of transit operations and airport management activities. Allocation of funding from Transit Operations for the Clerical Assistant I, at Salary Range 149 (\$2,900 - \$3,539).

4. Allocate: Assistant City Manager

With the establishment of a Transportation Department, this position would report directly to the City Manager and would be responsible for providing direct oversight of the Departments of Public Works, Transportation, and Engineering and Project Management. This position will facilitate a higher level of coordination between the three departments, which is necessary in the efficient operations of both transportation, and the City's robust capital improvement program. Allocation of funding from Enterprise Funds and General Fund for the Assistant City Manager, at Salary Range 279 (\$10,580 - \$13,040).

The proposed reorganization of the Public Works Department and the City's Organizational Chart will enable the City to effectively and proactively manage Transit Operations and the Porterville Municipal Airport, and will increase coordination on the City's capital improvement program. By establishing the proposed positions and implementing the outlined strategies, the City can provide sufficient resources, funding, personnel, and equipment to support the City's activities and ensure its success into the future.

RECOMMENDATION: That City Council:

1. Approve the reorganization of the Public Works Department and City's Organizational Chart to form a Transportation Department;
2. Approve the Draft Transportation Director Job Description;
3. Approve the establishment of a new Transportation Director classification at Salary Range 269 (\$9,578 - \$11,689);
4. Approve the allocation of one Assistant City Manager at Salary Range 279 (\$10,580 - \$13,040);
5. Approve the allocation of one Administrative Aide at Salary Range 187 (\$4,233 - \$5,166);
6. Approve the allocation of one Clerical Assistant I, at

Salary Range 149 (\$2,900 - \$3,539).

ATTACHMENTS:

1. Job Description: Director of Transportation
2. Job Description: Administrative Aide
3. Job Description Clerical Assistant Trainee, I, II
4. Job Description _Assistant City Manager
5. Notice of Withdrawal from TCRTA

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, City Manager

Final Approver:

DIRECTOR OF TRANSPORTATION

DEFINITION

Under administrative direction, plans, directs and manages a variety of City operations and business services including transit, airport facilities, and equipment maintenance; performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This is a department director position and serves as a member of the City's management team. The employee in this position works under the direction, is appointed by, and serves at the pleasure of the City Manager.

REPRESENTATIVE DUTIES

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

1. Plans, organizes, and manages such City operations and regulatory compliance within the scope of Public Works, which includes traffic signal systems, equipment maintenance, transit, and airport facilities.
2. Supervises key management employees responsible for specific operations, regulatory compliances, reporting, and activities, and administrative support staff.
3. Implements City policy and applicable laws and regulations relating to Public Works, including transit, airport facilities, and all transportation related activities.
4. Provides staff assistance to the City Manager in conducting and presenting administrative studies and impact reports; prepares and monitors the department's annual budget that includes general and enterprise funds; prepares and recommends funding sources for long range capital improvement plans; prepares and presents a variety of reports, both verbally and in writing.
5. Investigates and resolves complaints and disputes regarding subordinate activities and personnel; acts as source of information for City public works activities.
6. Serves as a member of the City's management team; serves on the management team for meet and confer sessions; may participate in administrative studies in areas outside the scope of regular duties.
7. Represents the City at, and may serve on, various local, State and Federal regulatory boards and agencies for the City's transit operations, and airport facilities.
8. May be assigned additional professional/managerial duties as necessary.
9. Represents and supports the policies and procedures established by the City Council and City Manager.

EMPLOYMENT STANDARDS

Education and/or Experience

Graduation from an accredited college with a Bachelor's degree in business/public administration and five years of managerial experience which includes responsibility in municipal public works operations, or any combination of training and experience that provides the desired knowledge and abilities. A Master's degree in public administration or a related field is desirable.

Knowledge of:

Theories, principles, methods and techniques of management, supervision and operation; operation and work methods typical of the function areas described above including budgeting and administration; principles and practices of municipal public works operation, including planning and development, design, construction, operations and maintenance.

Ability to:

Manage diverse operational activities; supervise employees including subordinate managers; understand and follow verbal and written directions; analyze unusual situations and resolve through application of City policies; develop comprehensive plans to satisfy future needs of department services; establish and maintain cooperative working relationships; communicate effectively, both verbally and in writing; deal with conflict situations and direct effective resolutions; establish and maintain effective working relationships with City officials, outside agencies and the general public.

Special Requirements

Possession of, and ability to maintain, a valid California Driver's License.

Physical Demands

Sitting, standing, walking, some stooping and bending; dexterity and coordination to handle files and other references materials; occasional lifting of objects up to 25 lbs.; moving from place to place within an office; some reaching for items above and below desk level; strength, dexterity, coordination and vision to use a keyboard and computer.

WORKING CONDITIONS

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors or noise; daily use of a computer; some travel by car may be required to attend meetings outside of normal business hours; long hours including evenings and weekends are frequently required.

Date Adopted:

Date Amended:

ADMINISTRATIVE AIDE

DEFINITION

Under general supervision, performs routine administrative tasks, field inspections, and difficult or complex clerical duties; performs related duties as required.

REPRESENTATIVE DUTIES

*The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties which are not listed below. Marginal duties are those which are **least** likely to be essential functions for any single position in this class.*

1. Researches, compiles, tabulates, and analyzes factual data; prepares written correspondence, draft reports, and makes written recommendations based on interpretation and analysis of factual data, policies, regulations, ordinances, work production records, simple technical documents, or observations.
2. Assists with goal setting for assigned projects; monitors progress; evaluates performance against established standards; recommends changes; reports on accomplishments to date.
3. Promotes and publicizes projects; prepares graphic displays and exhibits; designs brochures and pamphlets; writes press releases and public service announcements; answers public inquiries and investigates complaints; conducts facility tours; may present training sessions and workshops and make public presentation on work projects.
4. Makes field visits to observe and gather data to assess the project progress or investigate complaints; may attend meetings, seminars and presentations to remain current on job related topics.
5. Performs a variety of specialized clerical duties associated with projects and in support of the operation of the department; may function as special staff assistant or office manager and oversee the work of others.
6. Represents and supports the policies and procedures established by the City Council, City Manager, Department Heads, and Division Chiefs.

EMPLOYMENT STANDARDS

Education and/or Experience

Graduation from an accredited college with an Associate's degree in business or related field and four years of clerical experience that involved independent research and/or report compilation or any combination of training and experience that provides the desired knowledge and abilities.

Knowledge of:

Municipal organization; data collection compilation and analysis techniques; graphic display and report writing styles and techniques; intergovernmental relations and administrative organization.

Ability to:

Collect, interpret, and analyze data; prepare graphic displays and written reports; read, understand and interpret regulations, ordinances, and simple technical documents; suggest procedural or work methods improvements; establish and maintain effective working relationships with superiors, peers, subordinates and the general public; communicate effectively, both verbally and in writing; use correct English including grammar, punctuation, and spelling; understand and follow verbal and written directions; analyze situations and resolve within established policy; type at a rate sufficient to perform duties.

Special Requirements

Possession of or ability to obtain a valid California Driver's License.

Physical Demands

Strength, dexterity, coordination and vision to use keyboard and video display terminal for long periods of time. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of objects weighing up to 25 lbs., such as files, stacks of papers, and other reference materials. Moving from place to place within an office; some reaching for items above and below desk level.

WORKING CONDITIONS

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise. Video display terminal is used on a daily basis. Periodic contact with angry and upset individuals. Independent travel throughout area may be required.

Date Adopted: August 6, 1996

CLERICAL ASSISTANT TRAINEE, I, II

DEFINITION

Under general supervision, this class series performs a variety of routine to moderately difficult and specialized clerical duties including record maintenance, document preparation and review, answering questions and explaining routine procedures; performs related duties as required.

DISTINGUISHING CHARACTERISTICS

Clerical Assistant Trainee – is the entry and training level class of this series. Employees are required to have basic skills, but no previous clerical experience. Advancement to the full performance Clerical Assistant I is contingent upon successful completion of a predetermined training plan. Employees works under close supervision, performing repetitive and general clerical work of a routine nature such as copying, sorting, running errands, etc.

Clerical Assistant I – Employees perform a variety of routine clerical activities that do not require an in-depth knowledge of department procedures and/or an extensive skill level. Typical duties include receptionist duties, typing, simple word processing, data entry, basic record keeping and filing; answering procedural questions, and giving out factual information.

Clerical Assistant II – Employees perform a wide variety of general clerical duties including complex record maintenance, document processing and/or document production. Adequate performance at this level requires knowledge of departmental procedures and precedents, and the ability to choose among alternatives in solving problems.

REPRESENTATIVE DUTIES

*The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties which are not listed below. Marginal duties are those which are **least** likely to be essential functions for any single position in this class.*

1. Types a variety of documents in draft and final form; such as correspondence, standard forms, charts, proposals, specifications, and reports; types from written, recorded, printed sources and/or verbal instructions; proofreads materials for correct grammar, spelling and punctuation; composes routine memos and letters.
2. Prepares, validates, processes, and/or checks a variety of documents such as permit applications, client or project record, personnel/payroll records, requisitions, and invoices for completeness, accuracy and submission standards; maintains office supplies.
3. Receives work unit clients and answers calls; determines how incoming calls should be routed; directs people to appropriate offices or clients to proper information sources; answers routine questions; explains routine procedures, processes, or departmental activities; schedules appointments, training or examinations; *accepts payments for fees, fines or bills*; obtains routine factual information to create or update files; provides routine assistance in the completion of forms.

4. Sorts and/or files materials such as correspondence, contract documents, and client case information; maintains files; conducts systematic search for misplaced materials; maintains cross-reference files or indices; purges filing system.
5. Compiles routine reports and records by extracting and/or tabulating information from a variety of sources, such as files, correspondence, meeting notes, logs, previous reports, and/or verbal instruction.
6. Transfers professional and technical instructions to project or client files; researches reference materials to respond to client inquiries.
7. Operates a variety of office equipment, such as photocopiers, microfilm readers, and field dispatch equipment; may perform equipment/system maintenance checks; operates typewriter, data or word processing equipment to produce reports, correspondence, or forms; enter updates, and/or extracts stored information using such equipment.
8. May lead or provide general supervision to other clerical or program support personnel; may take and prepare simple minutes of unofficial meeting (e.g. department or public committees); may coordinate special library projects or be assigned specialized projects in support of departmental operations.
9. Receives, time stamps, routes and/or distribute materials; makes copies, collates or staples materials; folds, inserts and seals materials in envelopes; wraps, weighs and mails materials; *packs or unpacks books and materials; delivers/picks-up material or mail; runs errands as necessary.*
10. Assists with preparation and set up for meetings, scheduled events and calendared activities.

EMPLOYMENT STANDARDS

Education and/or Experience

Clerical Assistant Trainee- No experience or training required. Applicants must demonstrate an aptitude for learning clerical work as defined by the knowledge and abilities outlined below.

Clerical Assistant I- One year of clerical experience or any combination of training and experience that provides the desired knowledge and abilities.

Clerical Assistant II- Two years of increasing responsible clerical experience including frequent public contact, the use of journey level clerical skills or any combination of training and experience that provides the desired knowledge and abilities.

Knowledge of:

All Classes- office practices and procedures; office equipment operations; correct English usage including spelling, grammar and punctuation; public contact techniques.

Clerical Assistant II- record management; operation of word processing software applications; letter composition and report preparation.

Ability to:

All Classes- use correct English grammar, punctuation and spelling; understand and follow verbal and written instructions; alphabetize or numerically/chronologically sort materials; operate a variety of office equipment; receive and provide information both in person and over the phone; establish and maintain effective working relationships with supervisors, peers and the general public.

Clerical Assistant II- work independently; set up and maintain records and files; proofread; assemble data and compile report information; understand and apply rules, regulations, policy and procedures; perform accurate and rapid arithmetic calculations; meet the public with courtesy and tactfulness; communicate effectively both verbally and in writing; operate a variety of office equipment.

Skill in:

Clerical Assistant I/Trainee- typing/keyboard operation at a rate of 40 wpm.

Clerical Assistant II- Typing/keyboarding operations at a rate of 45 wpm.

Special Requirements

Possession of or ability to obtain a valid California Driver's License may be required.

Physical Demands

Strength, dexterity, coordination and vision to use keyboard and video display terminal for long periods of time. Dexterity and coordination to handle files, and single piece of paper; occasional lifting of objects weighting up to 25 lbs. such as files, stacks of paper, reference and other materials. Moving from place to place within an office; some reaching from items above and below desk level.

WORKING CONDITIONS

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise. Computer is used on a daily basis. Periodic contact with angry and upset individuals.

Date Adopted: August 6, 1996

ASSISTANT CITY MANAGER

DEFINITION

The Assistant City Manager is an exempt management position. The Assistant City Manager, along with the Deputy City Manager, is a principal assistant to the City Manager; and as directed, acts for the City Manager in his/her absence; within the City Manager's office is responsible, in conjunction with the City Manager and Deputy City Manager, for managing the day-to-day activities of the various departments, with direct oversight of the Departments of Engineering and Project Management, Public Works, and Transportation.

DISTINGUISHING CHARACTERISTICS

General supervision is received from the City Manager. Exercises supervisory responsibilities in conjunction with the City Manager and Deputy City Manager over professional and support staff, and City personnel. This is a department director position and serves as a member of the City's management team. The employee in this position works under the direction, is appointed by, and serves at the pleasure of the City Manager.

REPRESENTATIVE DUTIES

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

1. Serves as a principal assistant to the City Manager in a variety of administrative, coordinative, analytical and liaison capacities, and serves as Acting City Manager upon the request or absence of the City Manager and/or Deputy City Manager.
2. As assigned, either personally or through others, undertakes a variety of special studies and projects.
3. Serves as the Public Works Director, and also oversees the Departments of Transportation, and Engineering and Project Management.
4. Assists the City Manager in keeping the City Council apprised of municipal matters and intergovernmental issues for potential policy and/or public relations determinations.
5. As directed, provides management advice and assistance to operating departments, with a focus on Public Works, Engineering and Project Management, and Transportation.
6. Under the direction of the City Manager, exercises overall responsibility for the delivery of City services.
7. Assists the City Manager overseeing the preparation of the City Budget.

8. Coordinates department activities with those of other City departments.
9. Assists in identifying training needs and session planning. Develops strategies for same.
10. Assists in the formulation and implementation of City policies and procedures.
11. Interacts with other city and county agencies on a regular basis.
12. Interacts with the public on a regular basis and attends various city and public events.
13. Performs other duties as assigned by the City Manager.

EMPLOYMENT STANDARDS

Knowledge of:

Thorough knowledge of modern municipal government principles and practices, particularly as they apply to overall city government.

Skills:

1. General management skills to include goal setting, planning, organizing, staffing, decision making, coordinating, problem solving, conflict resolution, negotiations, budget preparation, and administration.
2. Excellent writing and speaking skills.

Education:

Bachelors degree from an accredited university or college in a field of study appropriate to municipal management, or any combination of training and experience that provides the desired knowledge and abilities. A Masters degree in public or business administration is desirable.

Experience:

A minimum of five years of progressively more responsible and varied experience in public management; municipal management experience preferred.

Special Requirements:

Sitting, standing, walking, some stooping and bending; dexterity and coordination to handle files and other references materials; occasional lifting of objects up to 25 lbs.; moving from place to place within an office; some reaching for items above and below desk level; strength, dexterity, coordination and vision to use a keyboard and computer.

License:

Possession of a valid Class C California driver's license.

WORKING CONDITIONS

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors or noise; daily use of a computer; some travel by car may be required to attend meetings outside of normal business hours; long hours including evenings and weekends are frequently required.



January 2, 2024

Honorable Jose Sigala, Chair
Tulare County Regional Transit Agency
210 N. Church Street, Suite B
Visalia, California 93291

Re: Notice of Withdrawal

Honorable Chair Sigala:

Pursuant to Article II, Section 14 of the current Joint Powers Agreement (Agreement) of the Tulare County Regional Transit Agency (TCRTA), the City Council of the City of Porterville acted at its meeting on December 5, 2023, to authorize Notice of Withdrawal effective June 30, 2024.

The City is providing this Notice well in advance in order to allow the TCRTA to begin planning for the effects of the withdrawal, particularly since the City-owned assets currently being utilized by the TCRTA will no longer be available for TCRTA use after June 30, 2024. The City also understands that pursuant to Article II, Section 14 and Article III, Section 4 of the Agreement, the parties are responsible for current contractual obligations (until the contract's expiration) that were entered into during the period that the City was a member, and any debt obligations incurred during the membership period. Please note, however, that the TCRTA's obligation to repay the City's interim loan of \$1.6 million to the Agency also remains in effect for repayment no later than December 31, 2027.

The City respectfully requests to be notified of what its share of contractual obligations are as of June 30, 2024. New contractual obligations considered after the date of this Notice should be restricted and undertaken as a contractual obligation of only the effective membership as of July 1, 2024.

Please do not hesitate to let me know if you have any questions in regard to this Notice.

Sincerely,

Martha A. Flores
Mayor



CITY COUNCIL AGENDA – MARCH 19, 2024

SUBJECT: Status and Review of Declaration of Local Flood Emergency

SOURCE: City Manager's Office

COMMENT: On March 13, 2023, Mayor Martha A. Flores in conjunction with the Acting City Manager Patrice Hildreth declared the existence of a local emergency within the City of Porterville. Said Declaration was made pursuant to Chapter 9 of the Porterville Municipal Code, and in response to the increasing threat to life and property in the city caused by a series of storm systems striking California and in particular the Porterville area, impacting Success Lake and significantly increasing flows of the Tule River. Pursuant to the California Emergency Services Act (California Government Code 8558 et seq.), emergency declarations must be ratified by the governing body within seven days of being declared. At its Special Meeting on March 17, 2023, the City Council acted to ratify the Declaration of Local Emergency. The Act also requires that the emergency declaration be renewed every sixty (60) days to remain in effect, which at its meeting on March 5, 2024, the Council reviewed and acted to renew the emergency declaration. Staff continues to work with FEMA for resolution of the City's claims and will continue to work to identify a timeline and critical path forward.

Chronology:

On March 10, 2023, due to the volume of water added to Success Lake from significant storm activity, Tulare County Sheriff Mike Boudreaux issued an Evacuation Warning for both the north and south sides of the Tule River, and the Tulare County Office of Emergency Services (TCOES) established a Temporary Evacuation Point (TEP) and Emergency Shelter in the gymnasium at Porterville College.

On March 15, 2023, due to the water level of Success Lake rising to the point of running over the spillway of the Richard L. Schafer Dam, Sheriff Boudreaux issued a Mandatory Evacuation Order for the residences, businesses and structures between Schafer Dam and Road 284, east of the city of Porterville.

On March 18, 2023, due to water levels dropping on the Tule River, Sheriff Boudreaux reduced the Mandatory Evacuation Order back to an Evacuation Warning.

On March 15, 2023, due to rising flood waters, Sheriff Boudreaux issued a Mandatory Evacuation Order for the area between Olive Avenue (Avenue 152) to Avenue 144 and the Friant-Kern Canal and the Tule River and Westwood Street, west of the city of Porterville. On March 25, 2023, Sheriff Boudreaux reduced the Mandatory Evacuation Order back to an Evacuation Warning.

On March 15, 2023, due to rising water levels of the Tule River, City Public Works Department staff took extraordinary measures to protect the neighborhood north of River Springs Drive, avoiding potentially catastrophic flooding of the area.

On March 16, 2023, due to the historic water levels and flows of the Tule River causing erosion to the river banks, Police Chief Jake Castellow issued a Mandatory Evacuation Order for eight residences along Rio Vista Avenue, providing information on the TEP and Emergency Shelter established at Porterville College. City Public Works Department staff took extraordinary measures over the next several days to mitigate and protect the river banks from affecting the residences. On March 24, 2023, Chief Castellow reduced the Mandatory Evacuation Order of the eight residences back to an Evacuation Warning.

On March 19, 2023, due to continued erosion of the banks of the Tule River and the performance of immediate necessary mitigation efforts by Public Works Department personnel, Chief Castellow issued a Mandatory Evacuation Order for both the north and south banks of the Tule River within City limits (not including permanent structures with a designated address), and provided information on the TEP and Emergency Shelter established at Porterville College. The Public Works Department continues to work diligently in shoring the banks of the Tule River.

To accommodate upcoming ceremonies and events in the gymnasium at Porterville College, the TEP and Emergency Shelter at the College closed at noon on April 11, 2023, and thirty (30) individuals were successfully transitioned to the new TEP at the Porterville Army National Guard Armory. A Special Meeting of the Council was scheduled for April 14, 2023, to consider a draft License agreement for the City's temporary use of the State facility. The American Red Cross continued to provide shelter services at the TEP, but transitioned out on May 5, 2023. With the authority granted to the City Attorney and City Manager at its meeting on April 18, 2023, the City and County drafted a Memorandum of Understanding (MOU) in an effort to continue TEP shelter services until May 5, 2023, while the Mandatory Evacuation Order remained in place along the banks of the Tule River in city limits. On April 14, 2023, the County transmitted a letter to the California Governor's Office of Emergency Services (Cal OES), requesting continued financial support for the Armory TEP, which the County reported that Cal OES did not approve. At its meeting on July 11, 2023, the County Board of Supervisors approved the MOU for TEP shelter services between the City and the County, retroactive from April 11, 2023 to May 5, 2023.

Given the lack of continued financial support by Cal OES, the County notified the City that it would discontinue its support of the Armory TEP at noon on May 5, 2023, and American Red Cross would vacate the facility as well, leaving the City alone to determine the function of the Armory TEP after noon on May 5th. The significant threat of local emergency continued to exist with

the estimated over three hundred percent (300%) of normal snow pack in the Sierra Nevada mountains and the potential for a warm storm or heat wave this Spring to again inundate the Tule River, described as a "loaded locomotive at the top of the hill." Given the forecasts of potential widespread flooding damage to west Tulare County and significant portions of Kings County later this Spring and early Summer, Red Cross representatives strongly believe they will be returning to the Armory TEP and other Tulare County locations (e.g. Porterville Developmental Center) to assist those displaced from homes due to flooding. Until such time that Cal OES makes the determination that emergency conditions again exist in Tulare County, the Council was left to determine if local emergency conditions existed to continue operating the Armory TEP, which expenditures would not be reimbursable given the lack of approval by Cal OES.

Given the continued mandatory evacuation order along the Tule River in city limits and the legal implications of the Martin v. Boise federal 9th Circuit Court of Appeals decision (2018), and the announced departure of the American Red Cross and County support at noon on May 5, 2023, City staff developed an operational plan for the Armory TEP, cognizant of the lack of federal and State reimbursement of costs. As of April 27, 2023, eighteen (18) individuals were receiving shelter services at the Armory TEP, with most individuals only at the facility in the evening. Given the limited daytime TEP population, and daily meal services provided at the nearby Porterville Welcome Center, staff recommended to limit the Armory TEP hours from 7:00 P.M. to 7:00 A.M. daily, providing temporary staffing of two individuals (including a security guard). Temporary staffing had been quoted at \$25 per hour, for a daily expense of \$600 (or \$18,000 per month). At its meeting on May 2, 2023, the Council authorized the continued operation of the Armory TEP for a 12-hour operational period over the evenings, and also directed that the Armory restrooms and shower facilities be used by the individuals at the TEP, which although not ADA-compliant, are not required for non-reimbursable shelter activities while under a Declaration of Local Emergency. The contract for the on-site mobile shower and portable restroom facilities that are ADA-compliant expired on May 11, 2023, which the rental cost was approximately \$18,000 per month. However, the City Attorney recommended maintaining a single ADA-portable restroom at the facility. Beginning at noon on May 5, 2023, the City assumed administrative and financial responsibility for the Armory, which has established operational hours of 8:00 P.M. to 8:00 A.M. and averaged twenty (20) individuals each evening (please see attached daily census).

On May 4, 2023, the City received an updated draft License agreement for the use of the Armory, proposing a 1-year lease for exclusive use by the City effective May 5, 2023, through May 4, 2024. The draft agreement proposes no fee for the use of the facility, but that the City assume responsibility for the facility's utilities. On Monday, May 8th, the last remaining Army personnel left the facility, with the City now having complete exclusive use of the facility. At its meeting on May 16, 2023, the Council approved the updated draft License agreement for the 1-year exclusive use of the Armory.

On March 31, 2023, Governor Newsom issued Executive Order N-6-23 to support Tulare Lake Basin flood response, which streamlines State preparation, response and recovery actions and supports local flood response efforts and assist in preparing communities for the impacts of snowmelt runoff in the months ahead.

On April 3, 2023, President Biden granted a Major Disaster Declaration for the State of California, triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds, Flooding, Landslides and Mudslides that occurred February 21, 2023, and continuing. Monterey and Tulare counties were designated in the Major Disaster Declaration for both Individual and Public Assistance, as well as Hazard Mitigation. On July 14, 2023, the Federal Emergency Management Agency (FEMA) made the determination to close the incident period effective July 10, 2023. Although the incident period has been closed, businesses and individuals may still apply for federal disaster assistance through September 1, 2023.

On May 17, 2023, Governor Newsom issued Executive Order N-7-23 to support Tulare Lake Basin flood response, which extends flood diversion and groundwater recharge flexibilities implemented for the Tulare Lake Basin, including Kern River floodwater to be allowed into the California Aqueduct.

On August 4, 2023, Governor Newsom issued Executive Order N-10-23 to streamline levee repairs and debris removal to help local communities recover from flooding and prepare for the next wet season.

At its meeting on April 4, 2023, the Council approved Resolution No. 15-2023, which authorized the appropriation of funds from the Catastrophic/Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services and other necessary expenditures. At its meeting on April 18, 2023, the Council approved two emergency expenditures that exceeded \$5,000 in their acquisition, which included additional Water Rescue Equipment for the Fire Department (\$6,417.70) and the 30-day rental of two mobile shower/restroom units (\$13,151) for the Armory TEP due to the facility's restrooms and showers not being compliant with the Americans with Disabilities Act (ADA). At its meeting on May 2, 2023, the Council approved two additional emergency expenditures that exceeded \$5,000 in their acquisition, which included a trailer-mounted 6" dewatering and sewage pump (\$77,396.67), and local trucking services of riprap material (\$5,436.00), both for the Public Works Department.

In support of two private personnel providing nightly security at the Armory as it continues to function as a temporary evacuation point and shelter, City staff has secured TopKnotch Security, Inc. as the security services provider. TopKnotch provided an agreement for security services for approximately \$18,000 per month (2 personnel at \$25/hour for 12 hours per day for 30 days per month), which the Council approved at its meeting on June 6, 2023. Due to violations by TopKnotch Security of its agreement with the City for security services, City staff terminated the agreement effective immediately on Friday,

July 14, 2023, causing the Police Department to provide security services at the Armory on Friday, July 14 through Sunday, July 16, 2023. Beginning on Monday, July 17, 2023, Good Guard Security, Inc. began providing security services, which at its meeting on July 18, 2023, the Council approved an agreement for security services for approximately \$21,000 per month (2 personnel at \$28.95/hour for 12 hours per day for 30 days per month).

RECOMMENDATION: That the City Council receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration.

ATTACHMENTS:

1. Declaration of Local Emergency - March 13, 2023
2. Resolution No. 11-2023
3. Rio Vista Avenue Mandatory Evacuation Order - March 16, 2023
4. Tule River Banks Mandatory Evacuation Order - March 19, 2023
5. Governor Newsom Executive Order N-6-23
6. Governor Newsom Executive Order N-7-23
7. Governor Newsom Executive Order N-10-23
8. Federal Disaster Declaration Fact Sheet - April 3, 2023
9. License to Use State Military Property - April 14, 2023
10. City and County Memorandum of Understanding for Shelter Support
11. County of Tulare CalOES Shelter Support Request Letter - April 14, 2023
12. License to Use State Military Property - May 16, 2023
13. Federal Disaster Declaration Notice - July 14, 2023
14. Resolution No. 15-2023
15. Rescue Source & Rescue 3 Invoice: Water Rescue Equipment
16. Royal Restrooms Invoice: Mobile Shower-Restroom Units
17. Rain for Rent Pump Invoice
18. Mike Clark Trucking Invoice
19. TopKnotch Security, Inc. Agreement
20. Good Guard Security, Inc. Agreement
21. Armory Daily Census
22. Municipal Code Chapter 9 - Civil Defense and Disaster
23. California Government Code 8558

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, City Manager

Item No. 17.



DECLARATION OF LOCAL EMERGENCY

WHEREAS, severe winter storm systems have struck California and in particular, the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River; and

WHEREAS, under the provisions of the City Charter, I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Porterville and may require the combined forces of mutual aid and/or unified command to appropriately respond.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, in accordance with the authority vested in me by the Porterville City Charter, HEREBY DELCARE A LOCAL EMERGENCY to exist in the City of Porterville.

IT IS HEREBY ORDERED that the City's Emergency Management Team under the direction of Fire Chief/Incident Commander Bryan Cogburn has the authority to procure any and all resources deemed necessary in this event.

DECLARED, this 13th day of March, 2023.



Martha A. Flores, Mayor

ATTEST:



Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO.11 -2023

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE CONFIRMING THE EXISTENCE
OF A LOCAL EMERGENCY

WHEREAS, Chapter 9 of the Porterville Municipal Code of the City of Porterville provides for the ability to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within the City of Porterville caused by severe winter storm systems striking California, and in particular the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River that create or will likely create conditions of extreme peril; and

WHEREAS, Mayor Martha A. Flores in conjunction with City Manager John Lollis did declare the existence of a local emergency within the City of Porterville on the 13th day of March, 2023, which is subject to ratification by the City Council within seven (7) days. A copy of said Declaration is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the declaration of the existence of a local emergency; and

BE IT RESOLVED that said local emergency shall be deemed to continue to exist until termination is proclaimed by the City Council of the City of Porterville, State of California.

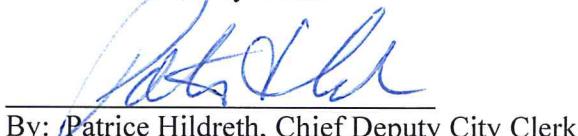
PASSED, APPROVED AND ADOPTED this 17th day of March, 2023.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk



DECLARATION OF LOCAL EMERGENCY

WHEREAS, severe winter storm systems have struck California and in particular, the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River; and

WHEREAS, under the provisions of the City Charter, I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Porterville and may require the combined forces of mutual aid and/or unified command to appropriately respond.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, in accordance with the authority vested in me by the Porterville City Charter, **HEREBY DECLARE A LOCAL EMERGENCY** to exist in the City of Porterville.

IT IS HEREBY ORDERED that the City's Emergency Management Team under the direction of Fire Chief/Incident Commander Bryan Cogburn has the authority to procure any and all resources deemed necessary in this event.

DECLARED, this 13th day of March, 2023.



Martha A. Flores, Mayor

ATTEST:



Patrice Hildreth, Chief Deputy City Clerk

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLISS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 17th day of March, 2023.

Said resolution was duly passed, approved, and adopted by the following vote:

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLISS, City Clerk



By:

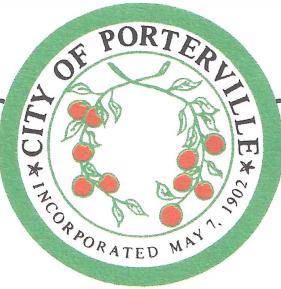

Fernando Gabriel-Moraga, Deputy City Clerk

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



Porterville Police Department Mission Statement

The members of the Porterville Police Department are committed to the safety and security of the community while providing quality service with excellence, honesty and integrity.

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**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-6-23

WHEREAS on March 1, 2023, March 8, 2023, March 12, 2023, March 14, 2023, and March 28, 2023, I proclaimed a State of Emergency to exist in 47 counties, cumulatively, as a result of a series of ongoing winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS the State has experienced over a dozen atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including what are expected to be record amounts of snow in the Sierra Nevada, in particular in the southern Sierra, and current and forecasted precipitation are expected to add to historic snowpack levels already composed of several million acre-feet of snow water content; and

WHEREAS reservoirs into which the Sierra snowpack runoff would flow are already impacted by runoff, which is expected to greatly exceed available storage capacity in the reservoirs in and around the Tulare Lake Basin and the San Joaquin River Basin, and much of the ground in the area has reached saturation due to the series of ongoing winter storms; and

WHEREAS the Tulare Lake Basin is the terminal point for the Kings, Kaweah, Tule, and Kern Rivers, and several smaller streams, meaning that water from additional expected rains and Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS recent storms have already caused flooding in the Tulare Lake Basin, leading to emergency rescues and evacuation orders in Allensworth, Alpaugh, and other communities in Tulare and Kings Counties, and leading to dozens of levee breaks and local agencies directing strategic cuts to canals and levees to prevent further flooding of communities; and

WHEREAS runoff from the snowpack caused by the winter storms could result in flood conditions in the Tulare Lake Basin resembling those last experienced in the historic floods of 1969 and 1983, following historic snowpacks in those years; and

WHEREAS local flood control districts and other local governments generally have flood control responsibility in the Tulare Lake Basin, but state agencies such as the California Department of Forestry and Fire Protection (CAL FIRE), the California Department of Water Resources, and the Governor's Office of Emergency Services are actively engaged in supporting this local effort, and state agencies will continue to provide technical advice and other resources and support as needed, with a particular priority on protecting the lives and health of local communities; and

WHEREAS stretches of the San Joaquin River have been or are at flood stage this spring, river stages are expected to stay high throughout the spring as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin as well; and

WHEREAS heavy accumulation of snowfall on the roof of Bear Valley Elementary School, located in Alpine County, currently renders instructional space unsafe for use; and

WHEREAS frequent flooding and flood evacuation orders have resulted in school closures and low student attendance in Pajaro Middle School, Hall District Elementary School and Ohlone Elementary, located in Pajaro Valley Unified School District in Santa Cruz County; and

WHEREAS it is critical that displaced students are back in school facilities as quickly as possible to ensure continuity in education; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to respond to and mitigate the effects of these storms; and

WHEREAS on March 9, 2023, I requested a Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by President Joseph R. Biden, Jr.; and

WHEREAS on March 15, 2023, I requested the addition of 9 counties to the existing Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by the President; and

WHEREAS on March 28, 2023, I also requested the President issue a Major Disaster Declaration related to these late winter storms for counties that met the validated damage threshold; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of these ongoing winter storms.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency shall remain in full force and effect.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake Basin, Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter, are

suspended for activities that meet all of the requirements in Paragraph 3.

3. The suspension created by Paragraph 2 shall apply to floodwater diversion, debris removal, and levee repair and breach in the Tulare Lake Basin, on the condition that the actions cease when the flood conditions have abated to the point there is no longer flooding outside of defined streambeds and levees. Additionally, the suspension created by Paragraph 2 shall apply to floodwater diversion only if all of the following additional conditions are met:
 - a. The diversion of floodwater from the Tulare Lake Basin or rivers or streams flooding the Tulare Lake Basin must occur between March 31, 2023, and August 1, 2023, for flood management purposes.
 - b. For diversions directly from rivers or streams, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
 - c. For diversion of floodwaters in the Tulare Lake Basin (that is, waters no longer contained within a defined streambed or levee), a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures.
 - d. Any water diverted is not diverted to and will not be applied to any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.
4. In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspension created by Paragraph 2 should take care, wherever feasible, to protect above-ground infrastructure and drinking water and wastewater infrastructure such as drinking water well field sites, wastewater discharge ponds, and other water resources that are necessary for the protection of human health and the recovery of impacted communities.
5. For purposes of conducting emergency flood preparation and response activities, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public

Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake Basin.

6. To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake Basin, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
7. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake Basin. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services but shall not extend beyond the termination date of the State of Emergency.
8. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to use temporary facilities such as the Alpine County Public Library due to extraordinary snowpack on the roof of Bear Valley Elementary School, rendering instructional space unsafe, the requirements of Education Code sections 17280, et seq., 17365, et seq., and Government Code sections 4453 and 14963 are suspended with respect to those temporary facilities. The requirements of the California Building Code (codified in Title 24 of the California Code of Regulations), as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply to these temporary facilities.
9. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to temporarily use buildings, as defined in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 2, section 202), such as the Alpine County Public Library due to extraordinary snowpack on the roof of the Bear Valley Elementary School, rendering instructional space unsafe, local planning and zoning regulations shall be suspended to allow immediate occupancy of such buildings for use as public school facilities. In addition, the requirements of the California Building Code, as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply, except that the requirements

relating to Change of Use or Occupancy Classification in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 1, section 111) shall not trigger immediate code upgrades, and a Certificate of Occupancy shall not be withheld for such immediate and temporary use of the facilities as a public school, as long as such facilities met building code requirements at the time of their construction, are accessible to individuals with disabilities, and are judged safe for use by the local building official.

10. Education Code section 60641(a) requiring that all pupils be administered academic assessments in mathematics, English language arts, and science, as provided for in Education Code section 60640, is suspended for the 2022-2023 school year for Pajaro Middle School, Hall District Elementary School and Ohlone Elementary School of the Pajaro Valley Unified School District, if a federal waiver is approved by the United States Department of Education.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 31st day of March 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, Ph.D.
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-7-23

WHEREAS on March 1, March 8, March 12, March 14, March 28, April 20, and May 15, 2023, I proclaimed a State of Emergency to exist in 52 counties, cumulatively, as a result of a series of winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS on March 31, 2023, I issued Executive Order N-6-23 to further bolster the emergency response to this Late Winter Storms event, particularly in the Tulare Lake Basin that continues to be plagued by historic flooding; and

WHEREAS on April 21, May 10, July 8, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions; and

WHEREAS on March 10, 2023, I issued Executive Order N-4-23 to address evolving drought conditions due to the winter storms and to mitigate flooding by facilitating groundwater recharge; and

WHEREAS due to the complexity of the impacts from over a dozen Atmospheric River events since December 2022, including the accumulation of a record snowpack in the Sierra Nevada that is likely to yield record snowmelt runoff, especially in the Tulare Lake Basin, I previously issued Executive Orders identified herein to respond to and recover from the winter storms, and those orders now require updating in-light of the most recent runoff conditions and the State's more robust and recent modeling of likely flood impacts; and

WHEREAS the Tulare Lake Basin includes portions of Fresno, Kings, Tulare, and Kern counties and is the terminal point for the Kaweah, Tule, and Kern Rivers as well as a portion of the Kings River and several smaller streams, meaning that water from Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin via the James Bypass and Fresno Slough and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin; and

WHEREAS stretches of the San Joaquin River, Chowchilla and Eastside Bypasses, San Joaquin River mainstem and tributaries (Fresno River, Chowchilla River, Merced River, Stanislaus River, and Tuolumne River, hereafter, San Joaquin River Tributaries), and Fresno Slough/James Bypass have been or are at flood stage this spring, river stages are expected to stay high or increase throughout the spring and summer as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Kern River – California Aqueduct Intertie exists to move floodwaters safely from the Kern River into the California Aqueduct, and the Kern River Watermaster on May 10, 2023, requested the use of the Intertie to prevent Kern River floodwater from exacerbating flooding in the Tulare Lake Basin, and state agencies have begun actions to safely enable the diversion of these flood flows; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of these ongoing winter storms.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency and Executive Orders shall remain in full force and effect except as modified in this Order.
2. Paragraph 2 of Executive Order N-6-23 is withdrawn and replaced by the following:

To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake or San Joaquin River Basins, the following are suspended for activities that meet the requirements in Paragraph 3.

- a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter; and
 - b. Division 13 (commencing with Section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.
3. Paragraph 3 of Executive Order N-6-23 is withdrawn and replaced by the following, except that any diversion in the Tulare Lake Basin that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-6-23 until August 31, 2023:

The suspensions created by Paragraph 2 shall apply to floodwater diversion, floating vegetation and debris removal, and levee repair and breach, in the Tulare Lake or San Joaquin River Basins, on the condition that the actions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.

4. Additionally, the suspensions created by Paragraph 2 shall apply to floodwater diversion only if all the following additional conditions are met:
 - a. Any diversion of floodwaters directly from the (i) Tulare Lake Basin or rivers or streams or bypasses flooding the Tulare Lake Basin or (ii) the San Joaquin River or San Joaquin River tributaries (including Fresno Slough and James Bypass) or San Joaquin River bypasses must occur between March 31, 2023, and August 31, 2023, for flood management purposes.

- b. With respect to diversions of floodwaters directly from rivers or streams or bypasses, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
- c. With respect to diversions of floodwaters that are no longer contained within a defined streambed or levee, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures, or are on lands inundated as a result of actions within subparagraph (a).
- d. Any floodwater diverted is not diverted to and will not be applied to:
 - i. Any barn, ponds, or lands to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;
 - ii. Any agricultural field where pesticide or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;
 - iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or
 - iv. Any area that has not been in active irrigated agricultural cultivation within the past three years including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.
- e. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species requirements in the Delta at the time of the diversion.
- f. With respect to diversions of floodwaters directly from the San Joaquin River or San Joaquin River Tributaries, the diversion uses:
 - i. either existing diversion infrastructure or temporary pumps;

- ii. no new permanent infrastructure or permanent construction; and
- iii. simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.

5. Paragraph 4 of Executive Order N-6-23 is withdrawn and replaced by the following:

In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspensions created by Paragraph 2 should, wherever feasible, protect above-ground infrastructure and water sources that are necessary for the protection of human health and the recovery of impacted communities.

6. Paragraph 5 of Executive Order N-6-23 is withdrawn and replaced by the following:

For purposes of conducting emergency flood preparation and response activities beyond those provided for in Paragraphs 2 and 3, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake or San Joaquin River Basins.

7. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake or San Joaquin River Basins, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.

8. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

The limitation for the period of employment for State Personnel Board

emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake or San Joaquin River Basins. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services, but shall not extend beyond the termination date of the State of Emergency.

9. Paragraph 3 of Executive Order N-4-23 is withdrawn and replaced by the following, except that any diversion that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-4-23 until August 31, 2023:

The suspensions created by Paragraph 2 of Executive Order N-4-23 shall apply to diversions of floodwaters as to which all the following conditions are met:

- a. Diversions of floodwaters directly from rivers, streams, or bypasses must occur between March 10, 2023, and August 31, 2023, for flood management and associated groundwater recharge.
- b. Diversions of floodwaters no longer contained within a defined streambed must prevent imminent risk of flooding or relieve flooding pressure from land, roads, or structures, already inundated, including as a result of actions within subparagraph (a).
- c. A local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that waters at or downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
- d. The diversions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.
- e. Any floodwater diverted is not diverted to and will not be applied to:
 - i. Any barn, ponds, or lands, to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;
 - ii. Any agricultural field where pesticides or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;
 - iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or

- iv. Any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purpose of groundwater recharge or managed wetlands.
- f. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta (Delta) as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species supporting regulatory requirements in the Delta at the time of the diversion.
- g. The diversion uses:
 - i. Either existing diversion infrastructure or temporary pumps;
 - ii. Existing groundwater recharge locations, where available;
 - iii. No new permanent infrastructure or permanent construction; and
 - iv. Simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.
- h. The person or entity availing itself of suspensions created by Paragraph 2 of Executive Order N-4-23 files a preliminary report with the Water Board and any applicable Groundwater Sustainability Agency (GSA) or GSAs for the basin, no later than 14 days after initially commencing diversion of flood flows for groundwater recharge, and a final report with the Water Board and any applicable GSA or GSAs for the basin no later than September 15, 2023. The preliminary and final reports required by this subparagraph shall:
 - i. Identify the person or entity utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23;
 - ii. Identify the triggering condition from subparagraph (c) of this paragraph;
 - iii. Provide the GPS coordinates for the point of diversion, a map identifying the approximate area inundated by the flood flows, and the corresponding assessor parcel number(s);
 - iv. Identify the time when diversions of floodwaters to groundwater recharge commenced, and for final reports, when diversions ceased; and
 - v. Provide an estimate, as of the report's date, of the amount of floodwaters diverted utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23.

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

10. To mitigate the effects of the Late Winter Storms, including by reducing the risks of local catastrophic flooding in the Tulare Lake Basin, Part 2 (commencing with section 1200) of division 2 of the Water Code, exclusive of section 1225, and regulations adopted pursuant to that part, are suspended for diversions of flood flows into the Kern Intertie and ultimately into the California Aqueduct until August 31, 2023, such that applications and permits for water rights shall not be required for such diversions, nor shall such diversions create new water rights or modify existing water rights, to the extent applications or permits would have been required or water rights would have been affected absent this suspension.
11. The Department of Water Resources and State Water Resources Control Board shall (i) communicate to water systems and others any additional information or actions necessary for those systems and others to monitor and be prepared for the addition of Kern River floodwater in the California Aqueduct, and (ii) collaborate on long-term actions that align water rights and flood response, including actions that maximize in-basin groundwater recharge.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 17th day of May 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY WEBER, PH.D
Secretary of State

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-10-23

WHEREAS the State has experienced over thirty atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including record or near record amounts of snow in the Sierra Nevada; and

WHEREAS on January 4, 2023, I proclaimed a State of Emergency to exist in California as a result of severe winter storms related to an atmospheric river event beginning on December 27, 2022; and

WHEREAS on March 1, March 8, March 12, March 14, March 28, April 20, May 15, and June 16, 2023, I proclaimed a State of Emergency to exist in 53 counties, cumulatively, as a result of a series of winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS on April 21, May 10, July 8, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions, and on February 13, 2023, I issued Executive Order N-3-23 and on March 10, 2023, I issued Executive Order N-4-23, to address evolving drought conditions due to the 2022-2023 Winter Storm Events and mitigate flooding by facilitating groundwater recharge; and

WHEREAS on March 31, 2023, I issued Executive Order N-6-23 to bolster the emergency response to the 2022-2023 Winter Storm Events, particularly in the Tulare Lake Basin that continues to be affected by historic flooding; and

WHEREAS on May 17, 2023, and on June 16, 2023, I issued Executive Order N-7-23 and N-9-23, respectively, to further bolster the emergency response to the 2022-2023 Winter Storm Events, in both the San Joaquin River and the Tulare Lake Basins; and

WHEREAS there remains a need for removal of floating vegetation and debris throughout impacted counties, including stretches of the Salinas River mainstem and tributaries, stretches of the Pajaro River mainstream and tributaries, and coastal streams along the Central Coast region from Santa Cruz County to Ventura County, and that removal must expeditiously occur before the next rainy season begins in fall 2023 in order to mitigate the risk of additional flooding and allow for continued recovery efforts; and

WHEREAS emergency repairs, debris removal, sediment removal, and vegetation management within waters of the United States are subject to federal approvals from the U.S. Army Corps of Engineers pursuant to section 404 of the federal Clean Water Act (33 U.S.C. § 1344), and the State Water Resources Control Board (Water Board) has previously issued state water quality certifications corresponding to the Corps Regional General Permits 8, 5, or 63 for Repair and Protection Activities in Emergency Situations and the Nationwide Permit 3 for Maintenance Part (a) for repair, rehabilitation, or replacement of structure of fill (collectively Emergency or Repair Corps Orders), which provide a

pathway for emergency activities in many instances (hereinafter referred to as Water Board Emergency or Repair 401 Certification Orders); and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of the 2022-2023 Winter Storm Events.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency and Executive Orders shall remain in full force and effect, except as modified or withdrawn in subsequent proclamations and orders.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding, with respect to activities that take place in the San Joaquin River and tributaries, the Tulare Lake Basin and tributaries, including, but not limited to, the Kings, Tule, Kaweah, and Kern Rivers, the Salinas River and tributaries, the Pajaro River and tributaries, and other coastal streams between the Pajaro River (Santa Cruz/Monterey/San Benito Counties), to and including the Ventura River (Santa Barbara/Ventura County), but excluding tributaries to such other coastal streams, the following are suspended, subject to the conditions in Paragraphs 3 and 4, as applicable:
 - a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter.
 - b. Certain statutes, rules, and requirements applicable to activities under the jurisdiction of the Water Board and the California Regional Water Quality Control Boards (Regional Water Boards) as follows:
 - i. For an activity in a water of the United States that receives an authorization by the U.S. Army Corps of Engineers pursuant to section 404 of the Clean Water Act, any enrollment criteria that may limit the permitting of the activity under a Water Board Emergency or Repair 401 Certification Order, including criteria limiting the scope to only the Emergency or Repair Corps Orders, conditioned on compliance with all other provisions set forth in the relevant Water Board Emergency or Repair 401 Certification Order.

- ii. For an activity not covered by paragraph 2.b.i, sections 13260 and 13263 of the Water Code, and regulations adopted pursuant to those sections.
- c. Division 13 (commencing with section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.

3. The suspensions in Paragraph 2 apply only to (i) the repair or replacement of existing levees, weirs, and other conveyance and flood-control infrastructure, (ii) debris removal, (iii) sediment removal, and (iv) vegetation management, provided that the activity meets all of the following conditions, as applicable:

- a. The activity is necessary to respond to conditions caused by the 2022-2023 Winter Storm Events and is necessary to avoid future damage from high streamflow events in the upcoming rainy season.
- b. Removal of sediment or vegetation or both serves to either reestablish a functional low flow channel or reestablish channel capacity, or clear sediment and debris from the river channel near structures such as bridges.
- c. Removal of sediment or vegetation or both is carried out in a manner that (i) does not involve excavation resulting in the establishment of a new low flow channel that did not exist prior to the 2022-2023 Winter Storm Events, (ii) maintains the natural contour of the stream, (iii) maintains the downstream slope of the stream flow line, and (iv) does not impede fish passage or cause fish stranding.
- d. Removal of sediment or vegetation or both is limited to portions of the channel that are dry.
- e. No more than 30% of the total native vegetation within the stream channel and bank is removed from each river mile.
- f. Levees are either set back from their previous location (increasing channel capacity) or are rebuilt as configured prior to the 2022-2023 Winter Storm Events.
- g. The activity does not involve disposal or placement of flood-delivered sediments into waters of the state or at locations or in a manner where sediments may be washed into waters of the state by rainfall or runoff.
- h. The activity minimizes impacts to beneficial uses of the water body.
- i. The activity is completed by November 1, 2023.

4. The suspensions in Paragraph 2.b.ii apply only if the activity meets all of the following further conditions:

- a. The project proponent shall provide notice to the appropriate Regional Water Board as early as possible, and no less than forty- eight (48) hours prior to initiating the project, that includes the scope and location of the activity, a description of the infrastructure, debris, sediment, and vegetation conditions relevant to the activity, with representative photos, and, as applicable, a description of how the activity serves to establish a functional low flow channel or reestablish channel capacity.
- b. Following any accidental discharge of a reportable quantity of a hazardous material (as defined in Health and Safety Code section 25501), sewage, or an unknown material, the project proponent shall follow the notification and reporting procedures set forth in condition A.3.c of Water Quality Order No. 2019-0044-Exec Clean Water Act Section 401 Water Quality Certification and Order.
- c. The activity shall be undertaken so as to avoid causing a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters, as adopted in any applicable Regional Water Board or Water Board water quality control plan or state policy for water quality control, but in the event of a violation of water quality standards, the project proponent shall eliminate the source of any such discharge as soon as practicable. Water diversion activities must not result in the degradation of beneficial uses or exceedances of water quality objectives of any of the receiving waters. Any temporary dam or other constructed obstruction must only be built from materials that will cause little or no siltation (e.g., clean gravel). Normal flows must be restored to the affected water immediately upon completion of work at that location.
- d. If there is a violation of a water quality standard, the project proponent shall notify the applicable Regional Water Board of any event causing a violation of compliance with water quality standards. Notification may be via telephone, e-mail, delivered written notice, or other verifiable means. This notification must be followed within three (3) working days by submission of a written report that includes the cause of the violation; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results.
- e. If surface water is present, the project proponent shall conduct continuous visual surface water monitoring to detect accidental discharge of construction-related pollutants (e.g., oil and grease, turbidity plume, or uncured concrete).

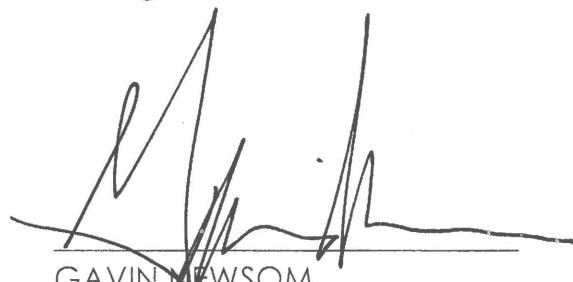
- f. The project proponent shall keep all repairs and construction to the minimum necessary to alleviate the emergency caused by the 2022- 2023 Winter Storm Events and limited to in-kind replacement or refurbishment of on-site features, although the project may undertake minor upgrading if bioremediation or other environmentally sensitive solutions are used.
 - g. The project proponent shall implement effective best management practices to control erosion and runoff from areas associated with the activity, including access roads. All areas of temporary impacts and all other areas of temporary disturbance that could result in a discharge or a threatened discharge to waters of the U.S. and/or state must be restored. Restoration must include grading of disturbed areas to pre-project contours and revegetation with native species.
 - h. Notification of completion, including representative photos showing completion, shall be submitted to the appropriate Regional Water Board within 30 days of completion of the activity.
5. To support adequate state staffing for all state agencies assigned response and/or recovery role related to the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County), consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the damage from the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
6. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). The requirements

and period of employment for such appointments will be determined by the Office of Emergency Services but shall not extend beyond the termination date of the State of Emergency.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed with the Office of the Secretary of State and that widespread publicity and notice be given to this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of August 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State



FEMA

Congressional Affairs Division
202-646-4500

STATE OF CALIFORNIA

FEDERAL DISASTER DECLARATION FACT SHEET

APRIL 3, 2023

Today, April 3, 2023, President Joseph R. Biden Jr., granted a Major Disaster Declaration for the State of California triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides that occurred February 21, 2023, and continuing. Details of the disaster declaration and assistance programs are as follows:

Declaration Number:	FEMA-4699-DR
Incident:	Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides
Incident Period:	February 21, 2023, and continuing
Federal Coordinating Officer:	Andrew F. Grant National FCO Program
Individual Assistance (IA):	(Assistance to individuals and households):
IA-Designated Counties:	Kern, Mariposa, Monterey, San Benito, Santa Cruz, Tulare, and Tuolumne Counties.
Public Assistance (PA):	(Assistance for emergency work and the repair or replacement of disaster-damaged facilities):
PA-Designated Counties:	Calaveras, Los Angeles, Monterey, and Tulare Counties.
Hazard Mitigation (HM):	(Assistance for actions taken to prevent or reduce long term risk to life and property from natural hazards):

HM-Designated Areas:

All areas in the State of California are eligible to apply for assistance under the Hazard Mitigation Grant Program.

OTHER:

Additional designations may be made at a later date if requested by the state and warranted by the results of further damage assessments.

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LICENSE NUMBER	1221
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LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below.

3. PREMISES will not be available during the following drill periods: n/a
4. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
5. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
6. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
7. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
8. STATE shall supply PREMISES with utilities, the nominal cost of which is included in the use fee. Section VI (FEES), item #5 addresses extraordinary utility use and payment.
9. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
10. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
11. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
12. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
13. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
14. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
15. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. LICENSEE is authorized to use PREMISES to provide temporary shelter and/or health and medical services to homeless citizens of the community.
2. LICENSEE may provide on-site program management through either LICENSEE employees, agents or volunteers or through contracted services.
3. LICENSEE agrees to clean PREMISES removing all litter, trash, cans, bottles, etc. from PREMISES after each use period, but not less than once per day.
4. LICENSEE shall provide janitorial services, whether from a licensed contractor or qualified civil service employee(s), to clean and sanitize the armory, including restrooms, showers, and drill floor, according to standards set forth in **Exhibit "F"**, made a part hereof by this reference. If civil service employees will not fulfill janitorial services, LICENSEE shall provide STATE a copy of the janitorial contract before commencement of licensed use.
5. The armory facility will be available twenty-four (24) hours each day unless otherwise approved by the STATE for extended periods during inclement weather conditions.
6. LICENSEE shall provide on PREMISES one hour before shelter opening until one hour after lights-out in the evening no less than one (1) appropriately licensed (guard card) and easily identifiable uniformed security officer. The security officer shall have access to a telephone, provided by LICENSEE, for contacting the appropriate law enforcement agency, should it become necessary. LICENSEE is responsible for protecting patrons, agents and invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
7. Uniformed security personnel will check (search) each client for weapons and drug paraphernalia before any client may enter, or reenter the armory. On-site supervising soldiers are not security personnel and WILL NOT assist with weapon checks or other security-related actions; however, they will observe security inspections.
8. Security personnel will notify the military site supervisor or, if one is not available, the Area Coordinator or the STATE Program Manager before leaving PREMISES. A copy of the security contract will be due to the STATE before the license term begins.
9. Consistent with GC 15301.3(e), LICENSEE shall provide STATE a schedule of nightly shelter visits by law enforcement officers of the local jurisdiction within which the armory is located.
10. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
11. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written

consent of STATE'S Area Coordinator.

12. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES shelter use. If significant plumbing issues occur due to repeated latrine clogging by clients, the LICENSEE will provide, at its sole cost or expense, portable latrines for the duration of the contract.
13. LICENSEE shall take all necessary steps to ensure shelter clients do not constitute a nuisance in the immediate vicinity of PREMISES during hours of shelter operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
14. LICENSEE is solely responsible for supplying consumables including, but limited to cleaning or sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. LICENSEE affirms the County Health Department shall provide regular health screenings and consultation on sanitation issues as required or as otherwise requested.
15. The ONLY animals allowed inside PREMISES are service animals as defined in Section XIV below. Client pets or any other animal not meeting the definition of service animal must remain outside PREMISES at all times.
16. LICENSEE shall conform to the guidance and recommendations for tuberculosis prevention outlined in "*Preventing Tuberculosis (TB) in Homeless Shelters: A Guide for Preventing and Controlling TB and other Aerosol Transmissible Diseases in Los Angeles County Facilities*", included as **Exhibit "C"** herein and by this reference made a part hereof.
17. LICENSEE shall at all times conform to local or state (Governor's) orders for preventing COVID-19 infection by mandating mask wearing and organizing the site to conform to physical distancing requirements.
18. Before clients may park their vehicle in PREMISES parking area, LICENSEE shall ensure each has a valid vehicle registration and current insurance coverage.
19. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time, so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:
SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEE acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the

PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Extraordinary utility costs are waived during the term of this license.
3. Emergency 24 hour use of the facility is authorized through the request from the local Office of Emergency Services.

VII.**TERM**

License shall take effect no earlier than April 11, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) August 31, 2023.

VIII.**AMENDMENT AND TERMINATION**

AGREEMENT amendment or modification must be in writing and duly executed by the parties.

Either party may terminate AGREEMENT with 30 days written notification to the other at the addresses previously given. Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX.**ENTIRE AGREEMENT**

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X.**DURATION & RENEWAL**

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI.**RIGHT TO ENTER**

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII.**ENVIRONMENTAL LAWS AND REGULATIONS**

LICENSEE must comply with all applicable local, State or Federal environmental provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under

LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability**:

Guide Dog or Seeing Eye® Dog1 is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, **they are not considered service animals under the ADA**. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

INSTALLATION COMMANDER

DATE:



CITY OF PORTERVILLE

DATE: 04/21/2023

FOR THE ADJUTANT GENERAL

DATE:

**MEMORANDUM OF UNDERSTANDING FOR SHELTER SUPPORT
BETWEEN COUNTY OF TULARE AND CITY OF PORTERVILLE**

This Agreement, is effective as of April 11, 2023, (the "Agreement"), and is between The City of Porterville ("CITY"), a California municipal corporation, and the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), who agree as follows:

WHEREAS, CITY has entered into an arrangement with the California National Guard for use of the Armory space, with address of 29 N Plano St., Porterville, CA 93257 (the "Premises") for emergency shelter purposes; and

WHEREAS, COUNTY, along with its Health and Human Services Agency, desires to provide disaster relief support, including logistical support, shelter staffing, and meal support, solely for the purpose of the Premises being used as an emergency shelter in response to the March 2023 atmospheric river storms; and

WHEREAS, in order to provide said support, COUNTY is fully dependent upon the California Department of Social Services ("CDSS") fulfilling COUNTY'S request for logistical and funding support, of which COUNTY, upon receipt, will convey to CITY; and

WHEREAS, in the event that CDSS is unable to provide support, and/or CDSS or the American Red Cross is unable to provide operational support, COUNTY is unable to continue services alone and shall immediately terminate this Agreement; and

WHEREAS, COUNTY seeks to clarify the scope of services to be provided and set reasonable limits on the term of those services; and

WHEREAS, COUNTY agrees to provide, and CITY agrees to receive said services; and

WHEREAS, CITY opened the shelter on the Premises on April 11, 2023, and COUNTY began providing services as of April 11, 2023, and now seek to memorialize this exchange in writing;

NOW, THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties agree as follows:

1. SERVICES. COUNTY agrees to provide at its own expense, and CITY agrees to receive services at the Premises pursuant to this Agreement. COUNTY shall provide 24 hour, or agreed operational period staffing at the Premises, in which COUNTY will provide logistical support, shelter staffing, and meal support in conjunction with the California Department of Social Services and/or the American Red Cross. COUNTY will additionally provide social assistance via case management services Monday through Friday, 8 AM to 5 PM. COUNTY shall also provide 24 hour security at the site (Collectively, the "Services"). The parties may agree in writing to a shorter operational period.

CITY shall provide animal care and shelter for residents of the Premises, including kennels and food. CITY shall be providing laundry, bathroom, and shower services for the residents of the Premises. Except for as otherwise specified in Section 8.c., CITY shall provide janitorial services for the Premises, which shall be regularly available daily, and shall be available upon an immediate needs basis. CITY shall keep on-call maintenance technician that is able to respond to immediate maintenance needs.

Services will be performed to the satisfaction of COUNTY for purposes of reimbursement of COUNTY by the State or Federal government.

2. TERM. The Services contemplated in Section 1 shall be from April 11, 2023, to May 5, 2023. The County's provision of staffing and support services shall end at 12:00 noon, and the County's provision of security services shall end at 5:00 p.m., on Friday, May 5, 2023.

Additionally, the Parties agree that this Agreement will terminate pursuant to Section 19 of this Agreement upon the exit of the California Department of Social Services' support of staffing of the Services.

3. CONSIDERATION. CITY and COUNTY agree that the services provided to the public are adequate and good consideration for this Agreement, and no monetary compensation is required for this Agreement.

4. USE. Upon commencement of the term, COUNTY staff shall be entitled entry onto the Premises to provide the Services.

5. AGREEMENT TO USE FACILITIES. The use of the Premises is defined as follows:

- a. Use of the Premises 24 hours a day for sheltering evacuees and animals; and
- b. Any other use to which the parties mutually agree.

6. ACCEPTANCE. On the date that the COUNTY begins providing services at the Premises, the Premises shall be in good condition. COUNTY commencing services on the Premises on the effective date shall constitute COUNTY's acknowledgment that, to the best of their knowledge, the Premises is in good condition.

7. USE. COUNTY shall use the Premises and shall not use it in any manner that will constitute waste or nuisance.

8. MAINTENANCE.

- a. CITY will provide, at CITY's expense, all ongoing maintenance, preventative maintenance, repair, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto.

- b. CITY will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises and parking areas during the term of the AGREEMENT, at no cost to COUNTY, including all ADA Standards for Accessible Design requirements and codes requiring fire extinguishers or other fire suppression equipment and related signage.
- c. CITY will be responsible for cleaning the restrooms. COUNTY will be responsible for any cleaning or sanitization of rooms used, waiting rooms, and door handles.
- d. In case of emergency the parties will take immediate steps to protect persons and property, consistent with their respective roles and responsibilities under this AGREEMENT. The CITY maintains responsibility to provide COUNTY with a facility that is fit for the purpose and intent of the AGREEMENT. If necessary repairs are brought to the CITY's attention by COUNTY, CITY will make repairs within the next ten (10) days. If the CITY does not take the necessary steps, COUNTY will have the right to repair and to be reimbursed by CITY.

9. ALTERATIONS. COUNTY shall not make any structural or exterior alterations to the Premises without CITY's or the California National Guard's consent; however, COUNTY shall have the right without cost to the CITY to make, with CITY's prior written consent, nonstructural alterations to the interior of the Premises that COUNTY requires in order to conduct its operations on the Premises, so long as those alterations are not prohibited by the terms and conditions of the CITY'S License Agreement with the California Military Department.

Upon termination of the AGREEMENT, if COUNTY is not then in default of any of the provisions of this AGREEMENT, COUNTY shall have the right to remove from the Premises immediately before the termination of the AGREEMENT, or within ten (10) days thereafter, any alterations COUNTY has made to the Premises, as long as the removal will not cause any structural

damage to the Premises, and COUNTY at its cost promptly restores any damage caused by the removal.

10. UTILITIES. CITY, in conjunction with the California National Guard, shall make all arrangements for, and pay for, all utilities and services furnished or to be used by COUNTY, including, without limitation, gas, electricity, water, sewer, trash, and for all connection charges, therefore. CITY and the California National Guard shall provide all fire extinguishers and related signs.

11. INDEMNITY. To the fullest extent permitted by law, CITY will hold harmless, defend and indemnify COUNTY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by CITY, or under other applicable statute or ordinance; or resulting from CITY's or CITY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with respect to the Premises. CITY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

To the fullest extent permitted by law, COUNTY will hold harmless, defend and indemnify CITY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by COUNTY, or under other applicable statute or ordinance; or resulting from COUNTY's or COUNTY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with

respect to the Premises. COUNTY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

12. INSURANCE. CITY acknowledges and agrees that COUNTY is a self-insured entity and waives any requirement that COUNTY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance. COUNTY acknowledges and agrees that CITY is a self-insured entity and waives any requirement that CITY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance.

13. DESTRUCTION. In the event the Premises, or the building in which the Premises is located, is totally or partially destroyed by fire, earthquake, flood, or other casualty so as to render such property unfit for occupancy, in whole or in part, and that if it should reasonably appear that CITY cannot or will not restore or repair the Premises within ten (10) days from the date of such damage, either party shall be entitled to terminate the Agreement by giving the other party notice in writing of intention to so terminate ten (5) days before the proposed date of termination.

14. CONDEMNATION. If, during the AGREEMENT Term, there is any taking by condemnation of all or part of the building, other improvements, or land of which the Premises are a part, or any interest in the AGREEMENT, the rights and obligations of the parties shall be determined as follows:

a. If the Premises are totally taken by condemnation, the AGREEMENT shall terminate on the date of the taking;

b. If any portion of the Premises is taken by condemnation the AGREEMENT shall remain in effect, except that COUNTY may elect to terminate the AGREEMENT by giving notice of same within five (5) days of the date of the taking.

15. ASSIGNMENT. COUNTY shall not assign or encumber its interest in the AGREEMENT, all or any part of the Premises, without the consent of CITY, which consent may be withheld at CITY's absolute discretion.

16. SIGNS. COUNTY may not install, or permit any other person to install, any sign, awning, canopy, marquee or other advertising on any exterior wall, door, or window on the Premises.

17. PARTIES'S ENTRY ON PREMISES. The parties and their authorized representatives shall have the right to enter the Premises at all reasonable times.

18. REMOVAL OF PERSONAL PROPERTY. On expiration or other termination of the AGREEMENT, COUNTY shall remove all its personal property and shall perform all restoration made necessary by the removal of any alterations, fixtures, or signs.

19. TERMINATION. Either party may terminate this Agreement for cause upon fifteen (15) days' prior written notice to the other party. For purposes of this section, "cause" shall be defined as the failure of either party to remedy any material breach of the AGREEMENT within three (3) days' written notice of the breach. No material breach will be found for issues that this contract already provides a remedy for, so long as those remedies are timely undertaken.

COUNTY, may immediately terminate this Agreement upon written notice should the expenses associated with the Services be deemed to be non-reimbursable by the Federal Government or California State Government, as COUNTY will not be able to fund the scope of the Services considered in this Agreement without Federal or State reimbursement. Written notice of such determination of non-reimbursability shall be communicated by COUNTY to CITY as soon as possible.

COUNTY may immediately terminate this Agreement upon written notice should operational support from CDSS or the American Red Cross ceases, as COUNTY will not be able to provide such support on its own. This written notice shall be communicated by COUNTY to CITY as soon as possible.

COUNTY, as required by the Federal Emergency Management Agency ("FEMA") contract provisions, may terminate this Agreement without cause and shall provide CITY with seven (7) days written notice of the termination of this Agreement without cause.

20. SUCCESSORS. This Agreement shall be binding on, and inure to, the benefit of the parties, their successors and assigns, except as otherwise limited by this Agreement.

21. NOTICE. Any notice, demand, request, consent, approval or other communication required or permitted under this Agreement shall be in writing and must be either delivered in person or sent by certified mail, postage prepaid, to the following addresses:

COUNTY: Board of Supervisors
County of Tulare Administration Building
2800 W. Burrel
Visalia, CA 93291
w/Copy to: Tulare County Office of Emergency Services
Attn: Andrew Lockman
5957 S. Mooney Blvd.
Visalia, CA 93277

CITY: John Lollis
291 N Main St,
Porterville, CA 93257

Notice shall be deemed communicated four (4) days from the time of mailing as provided in this section.

22. ACCESS TO RECORDS. The following access to records requirements apply to this AGREEMENT: a. The parties agree to provide each other, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to

any books, documents, papers, and records of the CITY and COUNTY which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

- b. The CITY agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The CITY agrees to provide the FEMA Administrator, or their authorized representatives, access to the Premises or other sites pertaining the scope of this AGREEMENT.
- d. In compliance with the Disaster Recovery Act of 2018, the COUNTY and the CITY acknowledge and agree that no language in this AGREEMENT is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

23. DEBARMENT AND SUSPENSION. CITY certifies, by entering into this AGREEMENT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this AGREEMENT by any federal agency or by any department, agency or political subdivision of the State of California. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of CITY. The CITY also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this AGREEMENT and is solely responsible for any paybacks and or penalties that might arise from non-compliance.

24. CHANGES. CITY and COUNTY, together the "Parties" agree that any changes made to this AGREEMENT must be formal written Agreement in the form of a Change Order to this AGREEMENT. Any Change Order must be submitted by the requesting party by at least seven

(7) days written notice to the other Party. Both the CITY and COUNTY must agree, in writing, to any changes to this AGREEMENT.

25. DEPARTMENT OF HOMELAND SECURITY SEALS/LOGOS. The CITY shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

26. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. CITY acknowledges that FEMA financial assistance will be used to fund all or a portion of the AGREEMENT. CITY shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

27. NO OBLIGATION BY FEDERAL GOVERNMENT. The Federal Government is not a party to this AGREEMENT and is not subject to any obligation or liabilities to the COUNTY, CITY, or any other party pertaining to any matter resulting from this AGREEMENT.

28. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. CITY acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statement) applies to the CITY's actions pertaining to this AGREEMENT.

29. DISASTER SERVICE WORKERS. Emergency management personnel provided under this AGREEMENT are public employees, who during disaster situations, are declared under California Government Code section 3100, to be Disaster Service Workers. Work-related injuries will be handled by providing agency/jurisdiction under Worker's Compensation. Emergency management personnel must immediately report any injury suffered while deployed, to their assigned supervisor and home agency. Further, emergency management personnel provided by the CITY under this Agreement are Disaster Service Workers and employees of the CITY, and as such are provided the immunities, protections, and benefits of Disaster Service Workers, as provided in the California Emergency Services Act and other applicable law. Each

party shall defend, indemnify, and hold the other party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, or volunteers.

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

31. INTEGRATION. This instrument contains all the Agreements of the parties relating to the Premises and cannot be modified or amended except by a subsequent Agreement in writing.

32. NO THIRD-PARTY BENEFICIARIES. Unless specifically set forth, the parties to this Agreement do not intend to provide any third-party benefit or enforceable legal or equitable right or remedy.

33. GOVERNING LAW. This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles.

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

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

36. CONFLICT WITH LAWS OR REGULATIONS; SEVERABILITY. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement will continue in full force and effect.

37. AUTHORITY. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind, and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

38. COUNTERPARTS. This Parties to this AGREEMENT may sign this AGREEMENT in counterparts, each of which is an original and all of which taken together form one single document. The counterparts of this AGREEMENT may be executed and delivered by facsimile or other electronic signature (including portable document format) by the Parties and the receiving Party may rely on the receipt of such document so executed and delivered

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electronically or by facsimile as if the original had been received.

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

CITY OF PORTERVILLE

Date: _____

By: *J.P. L*
John Lollis
City Manager

Approved as to form:

City Attorney

By: *J. M. L*

**COUNTY
COUNTY OF TULARE**

By: *J. T. B*
Jason T. Britt
Tulare County Emergency Services Director

Approved as to form:

County Counsel

By: *A. Zakeen*
Matter No. 2023359



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

April 14, 2023

Ms. Nancy Ward
Director, Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Dear Director Ward,

Tulare County appreciates the Office of Emergency Services' tireless work to support the response to and recovery from DR-4699 in our County and the surrounding region. Specifically, your negotiation of an ongoing incident period and the expeditious approval of individual assistance programs have been particularly valuable to the affected communities as we continue to recover from storm damages, repair distressed and weakened waterways, and prepare for the impending historic snowmelt runoff.

As current snow moisture content in local watersheds is estimated at over 300% of the historical average, total inflows to local reservoirs through April and July are expected to exceed three times the reservoir capacity. Local reservoir and waterway operators continue to aggressively release water at or near full capacity to make space for the anticipated inflows and prevent a return to spillway flows, while balancing needs of downstream operators to conduct emergency repairs. As a result, a number of homes, agricultural properties, and public spaces remain inundated with floodwater, and more homes may be affected because of the new snowmelt conditions. Specifically, we anticipate similar or worse conditions as a result of the snowmelt.

Tulare County is concerned that current sheltering for individuals affected by inundation and/or evacuation orders, including previously displaced individuals who remain under an evacuation order, may be limited in duration, especially during the current intervening period between storm and snowmelt-induced flooding incidents within the disaster.

Tulare County has entered into an agreement with the City of Porterville to maintain the last remaining emergency evacuation shelter site in the County. The California Department of Social Services and Volunteer Emergency Services Team have pledged support to provide staff and services for only two weeks at this shelter. Forty Tulare County residents who have been displaced due to flood activities are staying at this site. Because the support from CDSS and VEST is limited, the County is concerned that it may not be able to continually fund and staff the ongoing shelter projects. Our concern is the ongoing financial and logistical burden to the County and the incorporated cities therein.

As we are sure that you are aware, emergency protective measures, flood control activities, and damage assessments are being conducted because of the flood conditions in Tulare County. These efforts go hand-in-hand with ensuring that County residents are safe,



Office of Emergency Services

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fed, and warm. The State's cooperation in keeping funding and support from the Department of Social Services and VEST beyond the initial two weeks available for emergency sheltering of Tulare County Residents is vital. Your support in ensuring ongoing funding and logistical support for these critical emergency protective measures is greatly appreciated.

Sincerely,

A handwritten signature in black ink that reads "Andrew Lockman".

Andrew Lockman
Office of Emergency Services Manager



LICENSE NUMBER

1221

LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below in Section III; "Notification".

3. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
4. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
5. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
6. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
7. STATE infrastructure shall supply PREMISES with utilities, but LICENSEE will transfer utility accounts into its name for payment: electric, sewer, water, refuse collection.
8. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
9. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
10. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
11. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
12. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
13. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
14. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. In order to provide a variety of health, medical or other services to homeless citizens, LICENSEE may provide on-site program management through either LICENSEE employees, agents, volunteers or contracted services.
2. The armory facility will be available twenty-four (24) hours each day unless otherwise amended in writing by the STATE.
3. LICENSEE is solely responsible for protecting employees, patrons, agents, clients, or invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
4. LICENSEE agrees to maintain PREMISES in a clean and habitable condition, which includes exterior landscape maintenance and removal of all litter, trash, cans, bottles, etc. from the site not less than once per day.
5. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
6. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written consent of STATE'S Area Coordinator.
7. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES use.
8. If significant plumbing issues occur due to continued actions of clients, LICENSEE will provide portable latrines, at its sole cost and expense, for the duration of the contract.
9. LICENSEE shall take all necessary steps to ensure clients do not constitute a nuisance in the immediate vicinity of the facility during hours of operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
10. LICENSEE shall supply consumable sanitary items and paper products, which include, but not limited to: cleaning/sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. If requested (necessary), the County Health Department shall provide periodic health screenings and consultation on issues pertaining to sanitation
11. Pets of clients occupying PREMISES or participating in provided services are prohibited inside the PREMISES, with the exception of those meeting the definition of "service animal" in Section XV below.
12. LICENSEE shall ensure clients provide valid vehicle registration and insurance BEFORE parking their vehicle in PREMISES parking area.
13. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time, so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:
SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the

part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Utility accounts will be transferred to LICENSEE, which will directly pay utility costs on an as-incurred basis.

VII.

TERM

License shall take effect no earlier than May 5, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) May 4, 2024.

VIII.

AMENDMENT AND TERMINATION

AGREEMENT cannot be amended or modified in any way except by a written AGREEMENT duly executed by STATE and LICENSEE. Any proposal for amendment or modification must be delivered for review and approval by the Chief, Realty Operations or her/his delegatee.

AGREEMENT may be terminated by either party upon 30 days' written notification to the other party at the addresses previously given in Section III; "Notification". Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX.

ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X.

DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI.

RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII.

ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental

provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability**:

Guide Dog or Seeing Eye® Dog1 is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, **they are not considered service animals under the ADA**. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

FOR THE ADJUTANT GENERAL

DATE:

CITY OF PORTERVILLE

DATE:

05/17/2023



FEMA

4699-DR-CA Amendment 006

 English

Notice Date

July 10, 2023

Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4699-DR]

[Docket ID FEMA-2023-0001]

California; Amendment No. 6 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of California (FEMA-4699-DR), dated April 3, 2023, and related determinations.

DATE: This amendment was issued July 14, 2023.

FOR FURTHER INFORMATION CONTACT: Dean Webster, Office of Response and Recovery, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, (202) 646-2833.

SUPPLEMENTARY INFORMATION: Notice is hereby given that the incident period for this disaster is closed effective July 10, 2023.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidential Declared Disaster Areas; 97.049, Presidential Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050, Presidential Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

Deanne Criswell,

Administrator,

Federal Emergency Management Agency.

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Grants

Floods & Maps

Emergency Management

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FEMA.gov

An official website of the U.S. Department of Homeland Security

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RESOLUTION NO. 15 -2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE
CATASTROPHIC / EMERGENCY RESERVE FOR THE COSTS ASSOCIATED
WITH THE RESPONSE TO THE LOCAL FLOOD EMERGENCY**

WHEREAS: Pursuant to Chapter 9 of the Porterville Municipal Code, Mayor Martha A. Flores declared the existence of a local emergency within the City of Porterville on March 13, 2023 due to the threat to life and property caused by a series of storms impacting Success Lake significantly increasing the Tule River flows; and

WHEREAS: Flood water and water from Success Lake had caused evacuation warnings and mandatory evacuation orders in the month of March for some local residents; and

WHEREAS: Historic water levels and flows of the Tule River have caused erosion to the river banks, prompting City staff to take extraordinary measures to protect the riverbanks and avoid potentially catastrophic flooding;

WHEREAS: The significant threat of local flooding emergency continues to exist with the estimated snow pack in the Sierra Nevada mountains of more than three hundred percent (300%) of normal and the potential for a warm storm or heat wave this Spring; and

WHEREAS: The City of Porterville Municipal Code Section 2-31.2, established the Catastrophic / Emergency Reserve Fund for the purpose of providing funds to mitigate costs associated with unforeseen emergencies, including natural disasters or catastrophic events;

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the local flood emergency is an unforeseen and unavoidable event that require the expenditure of City resources beyond those provided for in the annual budget; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of funds from the Catastrophic / Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services, and other necessary expenditures; and
3. That the City Council authorize the replacement of funds from any grant funds that may be used to reimburse said costs.

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

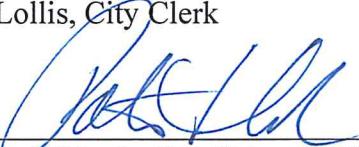


Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By:



Patrice Hildreth, Chief Deputy City Clerk

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLISS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 4th day of April, 2023.

Said resolution was duly passed, approved, and adopted by the following vote:

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					



JOHN D. LOLLISS, City Clerk

By:

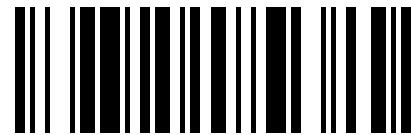
Fernando Gabriel-Moraga, Deputy City Clerk

Invoice

Calwen Inc. dba Rescue Source & Rescue 3 Intl

Calwen Inc. dba Rescue Source & Rescue 3
 P.O. Box 1050
 Wilton, CA 95693
 Phone: 916-687-6556
 Fax: 916-687-6717
 Email: info@rescuesource.com

Order #	Date
131282	03/20/2023



Bill To:
POTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257 Phone: 559-782-7526 Email: jrodriguez@ci.porterville.ca.us

Ship To:
POTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257
Contact: JANIE RODRIGUEZ PO Number: 23-22733

Customer: PORTERVILLE FIRE DEPARTMENT

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
MELISSA	NET 30	Origin	UPS Next Day Air		03/20/2023

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Kit	KT2210	PFD TYPE V PACKAGE	\$250.00	20 ea	\$ 5,000.00
2	Sale	PF4026R	NRS 2022 RAPID RESCUER RED	\$0.00	20 ea	\$ 0.00
3	Sale	KN2556OR	NRS PILOT KNIFE ORANGE	\$0.00	20 ea	\$ 0.00
4	Sale	WH7905	WHISTLE-RESUCE 3 LOGO WITH COIL	\$0.00	20 ea	\$ 0.00
5	Sale	HL7050HVL/XL	RQ3 STORM PRO HELMET HI VIS LARGE/XLARGE	\$32.00	20 ea	\$ 640.00
6	Shipping	Freight	Freight Out	\$256.00	1 ea	\$ 256.00
7	Sale	Tax Expense	Tax Expense	\$521.70	1 ea	\$ 521.70

Subtotal:	\$6,417.70
Sales Tax:	\$0.00
Total:	\$6,417.70

Thank you for your order.
 If you have any questions please call 800-457-3728
 or e-mail info@rescuesource.com.

Royal Restrooms

A Regal Portable Restroom Experience

1452 N. Vasco Road #101
Livermore, Ca 94551
Phone: 877.922.9980
Fax:(925) 337-8878

Cage Code 5HJ93

DESCRIPTION	T	AMOUNT
1 Single ADA Shower/Restroom Combo	t	\$4,250.00
1 Three Stall Shower/Restroom Combo	t	\$4,850.00
Delivery	t	\$100.00
Installation and Removal		\$2,500.00
Before/After Hours or Same Day Services		\$600.00

Due upon receipt----For Royal Restrooms of California [W9 Click here.](#)

Make all checks payable to Royal Restrooms of California. If payment is not received per terms of agreement signed, applicable late fees will be applied. If you have any questions concerning this invoice, call Us at 877-922-9980 california@royalrestroomsca.com

THANK YOU FOR YOUR BUSINESS!

TAXABLE SUBTOTAL	\$9,200.00
TAX RATE	9.250%
SALES TAX	\$851.00
NON TAXABLE SUBTOTAL	\$3,100.00
TOTAL	\$13,151.00



INVOICE

24/7 Emergency 800-742-7246
www.rainforrent.com

Rain For Rent
Bakersfield
4001 State Rd
Bakersfield CA 93308
United States
661-399-1724

Your sales person		REMIT PAYMENTS TO:
JESSE PINTOR		Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT #	1169502	INVOICE#	INVOICE DATE	PO or JOB#	PAYMENT DUE
CUSTOMER	CITY OF PORTERVILLE	1854595	3/30/2023	23-22734	4/29/2023
CUSTOMER #	112354	PLEASE PAY			
NAME	CITY OF PORTERVILLE	\$77,396.67			
ADDRESS	291 N MAIN ST PORTERVILLE CA 93257	SHIPPED TO JOBSITE:	NAME	CITY OF PORTERVILLE	ADDRESS
					Corporation Yard 555 N Prospect St Porterville CA 93257

PHONE

PHONE

Notes:

Requested by: Michael Knight
PO Number: 23-22734

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00	EA	Pump BA150E D285 Tir Mt Diesel Eng Hatz 4H50TIC	1022734		SALES		0.00	\$65,685.06	\$65,685.06	Y
1.00	EA	Shipping/Handling Freight	M240			SERVICES	0.00	\$5,158.57	\$5,158.57	Y

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%
CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept
all terms, conditions and provisions hereof upon execution of this agreement;
ordering; or delivery of equipment to customer, whichever comes first.

TOTAL SALES:	\$65,685.06
TOTAL RENTALS:	\$0.00
TOTAL SERVICES:	\$5,158.57
TOTAL OTHER:	\$0.00
SUBTOTAL:	\$70,843.63
TAX:	\$6,553.04

TOTAL: \$77,396.67

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____

Mike Clark Trucking
19385 Avenue 144
Porterville, CA 93257 US
+1 5597845486
mct3desk1@yahoo.com



INVOICE

BILL TO

City of Porterville
Street Superintendent, Field
Service Div.
555 N. Prospect
Porterville, Ca 93257

INVOICE # 2637
DATE 03/23/2023
DUE DATE 04/25/2023
TERMS Net 30

DATE	FREIGHT	ACTIVITY	FREIGHT BILL	RATE	AMOUNT
03/23/2023	8.80	Super 10	7383117 - Luque	120.00	1,056.00
03/23/2023	9.70	Super 10	7383219 - Luque	120.00	1,164.00
03/23/2023	9.70	Super 10	7383046 - Luque	120.00	1,164.00
03/23/2023	9.80	Super 10	8432857 - Luque	120.00	1,176.00
03/23/2023	7.30	Super 10	9281272 - Luque	120.00	876.00

Thank you for your business!

SUBTOTAL	5,436.00
TAX	0.00
TOTAL	5,436.00
BALANCE DUE	\$5,436.00



Name of person in charge: Amy Greybch
Start 5/5/23

Event Date: month to month Price Per Guard: _____

Event Time: 8pm - 8am How many guests: open

(Overtime is billed at \$35 per hour) _____ Invite Only: Y/N

Event Location: 29 1/2 Plano St

City: Porterville State: CA

Zip: 93257 Special Instructions/ Directions for Event:

Guards, check-in guests by 8pm, lock gates, lights off by 10pm.
Balance Due for guaranteed hours \$18,000 - updated

Third Party Information- Please Print Clearly

Financially Responsible Party (Client):

City of Porterville - Army National Guard

Clients Contact Phone

Number: 559-782-7521

Client Email

Address: agreybch@ci.porterville.ca.us

Clients Home

Address: City

City: Porterville State: CA Zip: 93257

Wedding/Prom/ Anniversary? Other: _____

Payment Information:

The parties have read all pages of this Agreement & the attached Terms and Conditions, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement and Terms & Conditions. Each person signing as the Client below shall be responsible for ensuring that full payment is made as stated in this document. Client agrees that a 30% non-refundable retainer will be due immediately to reserve date and time as listed on contract.

Venmo: _____ @Chris-Morton-80 Zelle: _____ (559)756-4570

Cashapp: _____ \$maddym90 Check: X* Cash: _____

*Payment to be issued upon completion of a City of Porterville Business License Application

Client Initials: AG

Date: 5/5/23

You are a valued customer of Topknotch Security INC, and we want you to enjoy our guards' services. To ensure that the integrity of our officers is maintained for you and all of our customers, the following Terms & Conditions apply to all services provided by Topknotch Security INC, under all circumstances and without exception.

The purchaser (client) on the front of this contract is 100% responsible for his or her guests.

Topknotch Security INC will strictly enforce State and Federal Laws and will maintain a zero-tolerance compliance policy that no alcoholic beverages can be consumed or used by any person not of legal drinking age. All U.S. law enforcement agencies have absolute power to stop any event for administrative search. If contraband is found, even in negligible quantities without the officers knowledge, they can seize and forfeit the contraband to a local government agency. All law enforcement agencies are aggressively enforcing this policy.

Topknotch Security INC will not be responsible for injuries that may occur due to fighting while the event is ongoing. Topknotch Security INC will do their best to defuse any situation verbally, if Topknotch Security INC feels as if our officers cannot control the situation, we will be forced to contact the local law enforcement.

At the officer's discretion, the Client agrees to be fully liable for any damages / charges that may be incurred.

The Client accepts full responsibility for any and all damage, and for any loss of income due to negligence or carelessness caused by any member of the client's group at any time during the event. The Client authorizes Topknotch Security INC to charge for the expenses regardless of and in addition to any prior agreements or understandings. These charges are necessary due to the high cost of insurance, health insurance, uniforms, and due to the revenue and time lost during the time that the officer cannot work.

Please initial here to acknowledge the charges should any damages occur. AG _____

• Topknotch Security INC recommends that all and any personal valuables be removed from the vehicle when unattended. We will not be held responsible for any lost, stolen, or damaged articles.

• Topknotch Security INC reserves the right to terminate this or any other contract for noncompliance of the above requests, especially if responsible party does not follow Topknotch Security INC, requests to obey the rules in this contract.

Any deposits (cash, checks or course of payment) will be non-refundable for any reason, if any cancellation occurs from the responsible party's side. If for any reason the local law enforcements shuts the event down for any reasons, payment is non-refundable. The open balance is due immediately the day before the agreed job. The renter authorizes the immediate 30% non-refundable retainer & the final payment, states that she/he is the authorized purchaser for this rental contract, the authorized party for the given payment, responsible and liable for payment of the total amount, per cash or other payments. As with all contracts, the rental contract between the mentioned person as renter (Client) and Topknotch Security INC is made with the information and the terms given to us. I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract.

Client Initials: AG Date 5/5/23

All of the given information from the Client is binding and cannot be changed without Topknotch Security INC acceptance. If the contract is cancelled after it is signed, Topknotch Security INC is still authorized to collect the remaining balance in full, if the officers does not go out again on the cancelled date for the same or higher amount. We will reserve the set date upon the approval of the purchaser's preferred payment as per telephone conversation. The responsible party gives authorization to use the payment information over the phone / fax / Internet in combination with a signed contract. It is agreed that it is not necessary to obtain a signed slip, as the reservation is made over the phone / fax / Internet. Proof of identity of the purchaser using said credit card must be supported by the signed contract or in person. At time of event we need the full payment, state identification of the purchaser that authorizes the transaction for the signed contract. If the purchaser cannot provide all of the above items at the time of event, Topknotch Security INC will not start the job, as we have no proof of the legal possession of payment. Therefore the risk of not getting paid will give us the right to cancel. The purchaser is still fully responsible to pay the total amount as he failed to provide the above requirements.

Topknotch Security INC cannot guarantee the availability of overtime. It is of particular importance that the purchaser makes allowances for anticipated delays and adheres to the agreed time schedule. In the event that the purchaser wants to change the time of the itinerary, they may do so, only if Topknotch Security INC can accommodate other clients that booked with Topknotch Security INC prior to or after the said time. The purchaser further agrees to pay additional charges incurred such as overtime and or more officers. The overtime will be billed by hourly rate at \$35.00 per hour, unless negotiated otherwise. If customer fails to cancel at the last minute, the full amount of contracted time will be charged.

The purchaser authorizes Topknotch Security INC to charge any additional charges after they have rendered services to the purchasers' as supplemental charge. If cash payment is selected, the payment is due no later than the close of the next business day in full. Customer agrees to have Topknotch Security INC get an authorization for the above course of payment and amount, for the event stated above.

If any payment due hereunder is unpaid (10) ten days after the due date, hereon Topknotch Security INC will have the right to add and collect late charges with interest at the maximum rate allowed by law. All such sums are due and owing with any other expenses, (filing fees, court cost, and reasonable attorney fees, etc.)

I fully understand and agree to everything stated in the contract and the Terms & Conditions. If, for any reasons, I am not fully satisfied with the services I receive, I have 24 hours after the completion of the job to file a complaint in writing. If Topknotch Security INC, does not receive my written complaint in the above stated timeframe, I agree that there is no valid complaint, and I am fully satisfied with the services I received. Filing a written complaint insures both parties that it is fully understood what the problem was and will help Topknotch Security INC to assist the responsible parties in any kind of resolution to the complaint. The purchaser will be contacted within a week of the complaint to settle the matter. I understand that this is a separate case from the main contract and therefore have no dispute in general against Topknotch Security INC and the payment I authorized.

Since Topknotch Security INC offers high-tech-equipment, sometimes heat and excessive use of all power-operated equipment might be subject to having more breaks for our officers. This will, of course, not interfere with the safety of the party itself and therefore will have no effect on continuing or paying of the contracted event. Topknotch Security INC guarantees that all our officers are constantly trained to keep the highest possible standards and eliminate such failures as much as possible. We have the right to add more officers in case of emergency or the event is getting bigger than contracted. As stated, this will only happen in emergencies, and to upgrade, never downgrade. If the upgrade is needed, Topknotch Security INC gives the customer the right to downsize the event and receive additional charges. Additional charges will occur on the customer's side if an upgrade is made. Topknotch Security INC will notify the responsible party if more officers and hours are needed, as well as how much more the cost will be.

If any of our above guarantees or contracted terms cannot be met due to conditions outside of our control, including weather, accidents, and any other acts of incidents, we will use our best efforts to notify the customer of these conditions and resulting delays or changes.

I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract and the Terms & Conditions.

Client Signature Amy Graybch Date 5/5/23
Topknotch Security Representative Signature Madelaine Norton Date 5/3/25

ADDITIONAL REMARKS:

- 1 officer roaming & 1 officer checking in guest
- Roaming grounds and making sure lights out at 10 pm
- Making sure no guest leave after 8pm
- Roaming the whole grounds and the animals



SECURITY SERVICES AGREEMENT

AGREEMENT PREPARED FOR: **City of Porterville: Shelter**
July 15, 2023



Good Guard Security, Inc.

21622 Plummer St, Suite 200, Chatsworth, CA 91311

1-800-651-0491 ext 1061

info@goodguardsecurity.com

www.GoodGuardSecurity.com

SERVICE DETAILS

Client Service Address:	29 N Plano St, Porterville, CA 93257
Client Billing Address:	29 N Plano St, Porterville, CA 93257
Service Hours:	7 Day(s) / 07:30 PM - 08:30 AM / 13 Hours / Monday - Sunday
Location Contact & Telephone Number:	Amy Graybehl 559-782-7521 agraybehl@ci.porterville.ca.us
Rate (U.S. Dollars):	\$28.95 (Per Hour Per Guard)
Holiday Rate	\$43.45 (Per Hour Per Guard)
Service Commencement Date:	07/17/2023 @ 07:30 PM
Payment Terms:	Bi-weekly
Permanent/Temporary:	Permanent 3 Month Minimum (30 Day Cancellation Notice)
Uniform:	Professional Security Uniform
Additional Charges:	N/a
Security Service Description:	<p>2 Professional Unarmed Guard(s)</p> <p>1 Guard will be intaking clients and the other guard will be patrolling the facility.</p> <p>Note: Providing a visual deterrent to any outside danger. Security officers will make sure there isn't anyone vandalizing the premises, or trying to break into the property. Loss prevention.</p>

This SECURITY SERVICES AGREEMENT ("Agreement") is entered into upon mutual execution hereof by and between GOOD GUARD SECURITY, a California corporation, Private Patrol Operator (PPO) License #120362 (hereinafter, "Company") and **City of Porterville** (hereinafter, "Client"), with respect to the following:

- RATES:** Service Rates are subject to adjustment for any change in any law, causing a change in work hours, wage rates, working conditions or other costs to Company.
- PAYMENT:** Invoices will be submitted either bi-weekly or monthly, upon mutual agreement between Company and Client, and are payable on receipt at the address on the invoice. A late charge of 1 ½ % per month will be added to balances not paid within seven days.
- EMPLOYEES:** (a) Personnel supplied by Company are its employees and not Client's. Company is solely responsible for social security, unemployment and similar taxes applicable to its employees.
(b) Company is a Federal Government Contractor and complies with Executive Order 11246, as amended: Section 503 of the Rehabilitation Act of 1973, as amended: Section 402 of Vietnam era Veterans' Readjustment Assistance Act of 1974 and related regulations. Company's employees will be assigned without regard to race, color, creed, sex, and national origin, handicap conditions that do not impair job performance or veteran status.
(c) *Client may reasonably remove any employee assigned provided such removal is not in violation of law. In the event any employee is removed at Client's request, Client agrees to indemnify and hold Company harmless from any claims, demands, liabilities, judgments, losses, suits, damages, fines, penalties, and expenses including reasonable attorney's fees and defense costs (hereinafter collectively "Claim(s)") that may arise there from.*
- OVERTIME:** Overtime rates shall apply to work on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas; work on any additional holidays listed and any extra hours exceeding 8-hours a day or 40-hours per week. Coverage for labor disputes, civil disorders or natural disaster, or special assignment or agreement is not included except as described in the Service Rate Classification. Additional overtime rates shall not apply to situations where an employee of Company already on-duty covers hours for a "called-off" employee and thus works over 8-hours in his/her shift.
- PROPERTY/EQUIPMENT:** All property and equipment furnished by Company for performance of its services under this Agreement, regardless of whether portable or stationary, shall be considered the personal property of Company, and shall remain the personal property of Company after termination of this Agreement. Upon the termination of this Agreement, the Company shall have reasonable access and time to remove its property from Client's property. Client shall not be responsible for any of Company's personal property which is stolen, damaged or missing from the property in the absence of Company's supervision.
- KEYS/ACCESS:** Company shall not be provided a master key (or its equivalent) to the property or any portion thereof, except for such location(s) that are to be exclusively used by Company's guards or other personnel. Notwithstanding anything to the contrary in this Agreement, Company shall not be responsible for any damages including, without limitation, any costs incurred in re-keying or changing locks caused by the loss or theft of such key(s).
- NON-COMPETITION:** Client, its affiliates, agents, and other related persons or entities hereby agree not to hire any Company staff, employees, or personnel for a period of at least one (1) year after such person has terminated his/her employment with Company. Client further agrees not to prepare to engage in competition with Company, solicit,

divert, poach, or encourage any of the Company staff, employees, or personnel to stop working with Company, or to solicit, divert, poach, encourage, or facilitate them to work with Client, any affiliate of Client, or any related person or entity of Client. Client recognizes that Company has a significant investment in the recruitment and training of its employees and guards to be providing services under this Agreement, and that these personnel are a valuable asset to Company. As it is impractical and extremely difficult to fix the actual damages which may result from the loss of such employees and guards, Client agrees that if Client (or its affiliates, agents, and other related persons or entities) is in breach of this section of the Agreement, then Client shall be required to pay to Company for each such employee (or former employee employed by Company) the sum of \$7,500.00. Such fee is expressly agreed to be considered liquidated damages, and not a penalty.

8. **LIABILITY AND INDEMNITIES:** (a) Client agrees that Company is not an insurer and that the amounts payable hereunder are based upon the value of service offered and not the value of Client's interests being protected or the property of Client or others located on Client's premises. Accordingly, Company undertakes no liability to Client and makes no representation, express or implied, that its service will prevent occurrences or their consequences, which result in loss or damage. (b) Client agrees that Company shall not be liable for any claims incurred or asserted by Client, irrespective of origin, to persons or property, whether directly or indirectly caused by performance or nonperformance of obligations imposed by this agreement or by negligent acts or omissions, including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (c) The services provided under this Agreement are solely for the benefit of Client and neither this Agreement nor any services rendered hereunder confer any rights on any other party as a third-party beneficiary or otherwise and Client agrees to indemnify and hold Company harmless from and against any claims made by a third party(s), including, but not limited to, injury, death or damage or loss of property, arising from the negligent acts or omissions, including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (d) If, at Client's request, Company employees undertake duties or are requested to use equipment or vehicles other than as agreed to in writing by Company, Client shall be solely responsible for and shall indemnify and hold Company harmless from and against any claims arising there from, including, but not limited to, claims arising from the negligent acts or omissions including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (e) Client hereby waives any and all rights of subrogation that any insurer of Client may have against Company. (f) Where Company is entitled to indemnification, Company shall have the right to tender defense of the claim to Client.
9. **FORCE MAJEURE:** The obligations of Company hereunder may be suspended during any period where performance is prevented by acts of God, civil or labor disturbances, or events beyond Company's reasonable economic control.
10. **HAZARDOUS OR DEFECTIVE CONDITIONS/MATERIALS:** (a) Client agrees that it will comply with OSHA Hazard Communication Standards and will indemnify and hold Company harmless from all claims, including injuries to Company's employees arising out of a condition existing at Client's premises or Client's violation of any safety or health related law or regulation. (b) Client further agrees to: (1) make available to Company the Material Safety Data Sheet for each hazardous chemical to which Company's employees may be exposed at Client's premises; (2) inform company of (A) precautionary measures that need to be taken to protect Company's employees and (B) Client's hazardous material labeling system.
11. **INSURANCE:** Client agrees to assume all risk of loss or damage to its premises, business and property of others on Client's premises occurring as a result of fire, theft or other casualty and Client agrees that it will maintain insurance to fully protect Client against such loss or damage. Accordingly, Client waives its right of recovery against Company of any such loss or damage, however caused.
12. **TERMINATION OF SERVICES:** Except as otherwise provided in this Agreement, this Agreement may be terminated for non-performance by either party, provided that such party has given the others reasonable time to correct any instances of such non-performance. If either party fails to correct such non-performance, the Agreement may be terminated, provided that such party has given the others at least thirty (30) days advance written notice of such intention. Notwithstanding the foregoing and for all other intentions, termination of services by Client must be preceded by at least thirty (30) days advance written notice of such intention to terminate services. Minimum 3-Month Service Agreement from start date.
13. **ENTIRE AGREEMENT AND INTERPRETATION:** This Agreement constitutes the entire agreement and understanding between the parties, and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect. This Agreement shall be governed under the law of the State of its performance and if any provision shall conflict therewith, such provision shall be interpreted to remove such conflict, so that this Agreement and all its other provisions shall remain in full force and effect.
14. **DEFAULT:** Company may terminate this Agreement immediately and exercise such other rights and remedies as permitted by law, if Client fails to pay any amount when due or if any proceeding is commenced or threatened by or against Client under the Bankruptcy Code or any other Debtor's law, or if Client makes or threatens to make an assignment for the benefit of creditors.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed this Agreement as of the date first above written:

By GOOD GUARD SECURITY:

Brady Osorto

(Authorized Representative Signature)

Brady Osorto / Business Development Manager

(Print Name & Title)

By CLIENT:



(Print Name & Title)

Porterville Army National Guard Armory
Temporary Evacuation Point and Shelter

Daily Census

<u>Date:</u>	<u>Adults:</u>	<u>Youth:</u>	<u>Dogs:</u>
Friday, May 5, 2023	12	0	1
Saturday, May 6, 2023	10	0	0
Sunday, May 7, 2023	10	0	0
Monday, May 8, 2023	15	0	1
Tuesday, May 9, 2023	12	0	0
Wednesday, May 10, 2023	8	0	0
Thursday, May 11, 2023	9	0	0
Friday, May 12, 2023	9	0	0
Saturday, May 13, 2023	7	0	0
Sunday, May 14, 2023	6	0	0
Monday, May 15, 2023	13	0	0
Tuesday, May 16, 2023	11	3	4
Wednesday, May 17, 2023	11	3	4
Thursday, May 18, 2023	16	3	4
Friday, May 19, 2023	11	0	3
Saturday, May 20, 2023	14	0	5
Sunday, May 21, 2023	12	0	4
Monday, May 22, 2023	14	0	3
Tuesday, May 23, 2023	14	5	3
Wednesday, May 24, 2023	16	3	3
Thursday, May 25, 2023	13	1	6
Friday, May 26, 2023	18	4	3
Saturday, May 27, 2023	16	5	5
Sunday, May 28, 2023	16	1	3
Monday, May 29, 2023	18	1	3

Tuesday, May 30, 2023	19	1	6
Wednesday, May 31, 2023	17	1	3
Thursday, June 1, 2023	19	1	7
Friday, June 2, 2023	17	1	7
Saturday, June 3, 2023	16	1	4
Sunday, June 4, 2023	20	1	8
Monday, June 5, 2023	20	1	6
Tuesday, June 6, 2023	22	1	10
Wednesday, June 7, 2023	23	1	9
Thursday, June 8, 2023	22	1	7
Friday, June 9, 2023	22	1	10
Saturday, June 10, 2023	15	1	6
Sunday, June 11, 2023	26	1	9
Monday, June 12, 2023	18	1	7
Tuesday, June 13, 2023	24	1	4
Wednesday, June 14, 2023	21	1	7
Thursday, June 15, 2023	20	1	4
Friday, June 16, 2023	28	1	6
Saturday, June 17, 2023	20	1	7
Sunday, June 18, 2023	24	1	4
Monday, June 19, 2023	21	0	8
Tuesday, June 20, 2023	28	0	6
Wednesday, June 21, 2023	28	0	4
Thursday, June 22, 2023	22	0	4
Friday, June 23, 2023	27	0	4
Saturday, June 24, 2023	26	0	4
Sunday, June 25, 2023	24	0	3
Monday, June 26, 2023	23	0	4
Tuesday, June 27, 2023	30	0	5

Wednesday, June 28, 2023	26	0	6
Thursday, June 29, 2023	27	0	5
Friday, June 30, 2023	25	0	5
Saturday, July 1, 2023	27	0	9
Sunday, July 2, 2023	25	3	3
Monday, July 3, 2023	24	3	3
Tuesday, July 4, 2023	20	3	4
Wednesday, July 5, 2023	28	2	6
Thursday, July 6, 2023	28	2	5
Friday, July 7, 2023	27	2	6
Saturday, July 8, 2023	28	2	5
Sunday, July 9, 2023	36	2	3
Monday, July 10, 2023	28	2	3
Tuesday, July 11, 2023	34	2	4
Wednesday, July 12, 2023	35	2	2
Thursday, July 13, 2023	47	2	7
Friday, July 14, 2023	27	2	0
Saturday, July 15, 2023	24	2	2
Sunday, July 16, 2023	24	2	3
Monday, July 17, 2023	26	2	1
Tuesday, July 18, 2023	26	2	2
Wednesday, July 19, 2023	21	2	1
Thursday, July 20, 2023	21	2	1
Friday, July 21, 2023	22	0	0
Saturday, July 22, 2023	22	0	0
Sunday, July 23, 2023	22	0	0
Monday, July 24, 2023	21	0	0
Tuesday, July 25, 2023	22	0	0
Wednesday, July 26, 2023	20	0	0

Thursday, July 27, 2023	27	0	0
Friday, July 28, 2023	25	0	0
Saturday, July 29, 2023	22	0	0
Sunday, July 30, 2023	22	0	0
Monday, July 31, 2023	24	0	0
Tuesday, August 1, 2023	21	0	0
Wednesday, August 2, 2023	19	0	0
Thursday, August 3, 2023	20	0	0
Friday, August 4, 2023	19	0	0
Saturday, August 5, 2023	26	0	0
Sunday, August 6, 2023	22	0	0
Monday, August 7, 2023	20	0	0
Tuesday, August 8, 2023	25	0	3
Wednesday, August 9, 2023	23	0	3
Thursday, August 10, 2023	20	0	3
Friday, August 11, 2023	23	0	5
Saturday, August 12, 2023	22	0	5
Sunday, August 13, 2023	29	0	6
Monday, August 14, 2023	25	0	5
Tuesday, August 15, 2023	21	0	5
Wednesday, August 16, 2023	23	0	6
Thursday, August 17, 2023	23	0	5
Friday, August 18, 2023	22	0	5
Saturday, August 19, 2023	23	0	5
Sunday, August 20, 2023	21	0	4
Monday, August 21, 2023	25	0	5
Tuesday, August 22, 2023	22	0	5
Wednesday, August 23, 2023	27	0	5
Thursday, August 24, 2023	22	0	5

Friday, August 25, 2023	25	0	5
Saturday, August 26, 2023	23	0	4
Sunday, August 27, 2023	25	0	5
Monday, August 28, 2023	23	1	5
Tuesday, August 29, 2023	24	1	6
Wednesday, August 30, 2023	22	2	6
Thursday, August 31, 2023	18	2	5
Friday, September 1, 2023	17	2	5
Saturday, September 2, 2023	20	2	5
Sunday, September 3, 2023	20	2	5
Monday, September 4, 2023	21	2	5
Tuesday, September 5, 2023	22	2	5
Wednesday, September 6, 2023	15	2	3
Thursday, September 7, 2023	16	2	4
Friday, September 8, 2023	18	2	4
Saturday, September 9, 2023	19	2	4
Sunday, September 10, 2023	20	2	5
Monday, September 11, 2023	20	2	5
Tuesday, September 12, 2023	24	2	5
Wednesday, September 13, 2023	24	2	5
Thursday, September 14, 2023	21	2	5
Friday, September 15, 2023	26	2	5
Saturday, September 16, 2023	28	2	5
Sunday, September 17, 2023	26	2	5
Monday, September 18, 2023	22	2	5
Tuesday, September 19, 2023	24	2	5
Wednesday, September 20, 2023	26	2	5
Thursday, September 21, 2023	30	2	5

Friday, September 22, 2023	23	2	5
Saturday, September 23, 2023	20	2	5
Sunday, September 24, 2023	26	2	5
Monday, September 25, 2023	20	2	4
Tuesday, September 26, 2023	20	2	4
Wednesday, September 27, 2023	24	2	4
Thursday, September 28, 2023	22	2	4
Friday, September 29, 2023	17	2	4
Saturday, September 30, 2023	20	2	4
Sunday, October 1, 2023	23	2	4
Monday, October 2, 2023	20	2	4
Tuesday, October 3, 2023	18	2	4
Wednesday, October 4, 2023	22	2	4
Thursday, October 5, 2023	24	2	7
Friday, October 6, 2023	21	2	5
Saturday, October 7, 2023	18	2	5
Sunday, October 8, 2023	19	2	5
Monday, October 9, 2023	20	2	5
Tuesday, October 10, 2023	19	2	5
Wednesday, October 11, 2023	22	2	5
Thursday, October 12, 2023	27	2	5
Friday, October 13, 2023	21	2	5
Saturday, October 14, 2023	21	2	5
Sunday, October 15, 2023	19	2	5
Monday, October 16, 2023	24	2	5
Tuesday, October 17, 2023	22	2	5
Wednesday, October 18, 2023	22	2	5
Thursday, October 19, 2023	30	2	5
Friday, October 20, 2023	17	2	5

Saturday, October 21, 2023	15	2	5
Sunday, October 22, 2023	22	2	5
Monday, October 23, 2023	22	2	5
Tuesday, October 24, 2023	20	2	5
Wednesday, October 25, 2023	19	2	5
Thursday, October 26, 2023	21	1	5
Friday, October 27, 2023	21	1	3
Saturday, October 28, 2023	21	1	3
Sunday, October 29, 2023	18	1	3
Monday, October 30, 2023	24	1	3
Tuesday, October 31, 2023	20	1	3
Wednesday, November 1, 2023	25	1	3
Thursday, November 2, 2023	24	1	3
Friday, November 3, 2023	22	1	3
Saturday, November 4, 2023	22	1	3
Sunday, November 5, 2023	19	1	3
Monday, November 6, 2023	23	1	3
Tuesday, November 7, 2023	27	1	3
Wednesday, November 8, 2023	22	1	3
Thursday, November 9, 2023	22	1	3
Friday, November 10, 2023	23	1	3
Saturday, November 11, 2023	21	1	3
Sunday, November 12, 2023	24	1	3
Monday, November 13, 2023	27	1	3
Tuesday, November 14, 2023	24	1	3
Wednesday, November 15, 2023	29	1	3
Thursday, November 16, 2023	29	0	3
Friday, November 17, 2023	25	0	3
Saturday, November 18, 2023	29	0	3

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

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

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

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

CHAPTER 9

CIVIL DEFENSE AND DISASTER

SECTION:

9-1: Purpose Of Chapter

9-2: Definitions

9-3: Emergency Council

9-4: Officers Of Emergency Council

9-5: Emergency Council Meetings

9-6: Duties Of Emergency Council

9-7: Powers Of Chairman Of Emergency Council

9-8: Exercises Or Drills

9-9: Acts Authorized Under Certain Conditions

9-10: Emergency Services Coordinator

9-11: Powers And Duties Of Coordinator

9-12: Emergency Powers Of Coordinator

9-13: Emergency Services Organization

9-14: Functions And Duties Of Emergency Service Organization

9-15: Acts Unlawful During Disasters

9-16: Penalty For Violation Of Chapter

9-1: PURPOSE OF CHAPTER:

The purposes of this chapter are to provide for the preparation and carrying out of plans for disaster and emergency services, the protection of persons and property within the city of Porterville in the event of a disaster, and to provide for the coordination of the disaster and emergency functions of the city with all other affected persons and agencies, both public and private. Any expenditures made in connection with such disaster or emergency services, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property in the city. (Ord. 987 § A, 10-6-1970)

9-2: DEFINITIONS:

Except where the context otherwise requires, the following definitions shall govern the construction of this chapter:

DISASTER: Actual or threatened enemy attack, sabotage, extraordinary fire, flood, storm, epidemic, riot, earthquake or other public calamity. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

EMERGENCY SERVICES: The preparation for carrying out disaster functions, other than functions for which military forces are primarily responsible, and to prevent, minimize and repair injury and damage resulting from disasters. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

EMERGENCY SERVICES OFFICE: The physical facilities constituting the Tulare operational area's primary emergency operating center, and the necessary staff and personnel to operate such facilities on a day to day or disaster emergency basis.

TULARE OPERATIONAL AREA: The unincorporated area of the county, and the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake. (Ord. 987 § A, 10-6-1970)

9-3: EMERGENCY COUNCIL:

The emergency council of the Tulare operational area is hereby created and shall consist of the following members:

- A. The chairman of the board of supervisors of the county. Said board of supervisors shall appoint an additional member of said board to serve as an alternate member of the emergency council when the chairman is absent from the county or is not immediately available to perform his duties.
- B. The mayors of the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake, or alternates appointed by the respective city councils.
- C. Two (2) persons residing in the unincorporated area of the county who shall be appointed by the other members of the emergency council.
- D. The emergency services coordinator of the county, who shall be an ex officio member and who shall not be entitled to a vote at the meetings of the emergency council. (Ord. 987 § A, 10-6-1970)

9-4: OFFICERS OF EMERGENCY COUNCIL:

The officers of the emergency council shall be a chairman, and such other officers as the council may deem necessary. The chairman of the board of supervisors shall serve as chairman of the council. When he is absent from the county or is not immediately available to perform his duties, the other member of the board of supervisors who is a member of the council shall serve as chairman. (Ord. 987 § A, 10-6-1970)

9-5: EMERGENCY COUNCIL MEETINGS:

The emergency council may hold regular meetings at a time and place established by the council. Special meetings of the council shall be called in accordance with section 54950 et seq., of the Government Code of the state of California. Special meetings may be called by the chairman or the alternate chairman designated pursuant to section 9-4 of this chapter. The council shall meet at least four (4) times each year. The council shall have the power to adopt rules and regulations governing the conduct of its meetings. (Ord. 987 § A, 10-6-1970)

9-6: DUTIES OF EMERGENCY COUNCIL:

It shall be the duty of the emergency council to review and recommend for adoption by the board of supervisors and the respective city councils, disaster and mutual aid plans and agreements, and such ordinances, resolutions, rules, regulations and budgets as are necessary to implement such plans and agreements. (Ord. 987 § A, 10-6-1970)

9-7: POWERS OF CHAIRMAN OF EMERGENCY COUNCIL:

The chairman of the emergency council is hereby empowered to perform the following acts:

- A. Serve as the emergency services director of the Tulare operational area.
- B. Request the city council of the city of Porterville to proclaim the existence or threatened existence of a local emergency and the termination thereof, if the city council is in session, or to issue such a proclamation if the city council is not in session, subject to confirmation by the city council at the earliest practicable time.
- C. Request the mayor to request the governor to proclaim a state of disaster when in the opinion of the chairman the resources of the area are inadequate to cope with the disaster on a local basis. (Ord. 987 § A, 10-6-1970)

9-8: EXERCISES OR DRILLS:

The chairman of the emergency council shall order an exercise or drill of the entire emergency services organization at least once each year, and a minimum of two (2) exercises or drills for selected portions of the emergency operating center staff each year. Participation in required state or federal exercises, special drills for communications, radiological, fire, law enforcement or other specific services shall be in addition to the exercises or drills required hereinabove. (Ord. 987 § A, 10-6-1970)

9-9: ACTS AUTHORIZED UNDER CERTAIN CONDITIONS:

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor or the director of the California disaster office, or in the event of a war caused state of

extreme emergency, the chairman, as the emergency services director of the Tulare operational area, is hereby empowered to perform the following acts:

- A. Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster; provided, however, that such rules and regulations must be confirmed at the earliest practicable time by the emergency council.
- B. Subject to the approval of the city council, to obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property of the people, and to bind the city for the fair value thereof and, if required, to commandeer the same immediately for public use.
- C. Require emergency services of any city officer or employee, and in the event of the proclamation of a state of disaster or extreme emergency by the governor in the region in which the city is located, to commandeer the aid of as many citizens as he thinks necessary in the execution of his duties. Such persons shall be entitled to all privileges, benefits and immunities which are provided by state law for registered civil defense and disaster volunteer workers.
- D. Requisition any necessary equipment or materials from any city department or agency.
- E. Execute all of the special powers conferred upon him by this chapter or by resolution adopted pursuant thereto, all powers conferred upon him by any statute, by any agreement approved by city council, or by any other lawful authority. (Ord. 987 § A, 10-6-1970)

9-10: EMERGENCY SERVICES COORDINATOR:

There is hereby created the position of emergency services coordinator of the Tulare operational area who may be referred to as the coordinator. He shall serve as the executive officer of the Tulare operational area and his staff shall serve as the staff of the emergency services office. The board of supervisors of the county of Tulare shall consider the recommendations of the emergency council in the appointment or dismissal of the coordinator. (Ord. 987 § A, 10-6-1970)

9-11: POWERS AND DUTIES OF COORDINATOR:

The coordinator shall have the following general powers and duties:

- A. Represent the emergency council and its chairman as their executive officer for the purpose of coordinating all efforts within the Tulare operational area for the accomplishment of the purposes of this chapter.
- B. Identify and define questions of authority and responsibility that may arise between persons and agencies referred to in section 9-13 of this chapter and submit recommendations for resolving such matters to the chairman.
- C. Represent the Tulare operational area in all dealings with public or private agencies pertaining to disaster or civil defense, when authorized by the chairman.
- D. Prepare an operational plan with necessary service annexes and standing operating procedures to provide administrative guides for the Tulare operational area.
- E. Plan and conduct exercises and drills, as ordered by the chairman, for the emergency services organization or for the emergency operating center staff. (Ord. 987 § A, 10-6-1970)

9-12: EMERGENCY POWERS OF COORDINATOR:

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor, or in the event of a war caused state of extreme emergency, the coordinator is hereby empowered to perform the following acts:

- A. Activate the emergency operating center including calling in, as necessary, service chiefs, standby staff and service dispatchers.
- B. Cause the dissemination of appropriate warning signals and issue suitable advisory information to the emergency council, the emergency services organization and the public.
- C. Advise the California disaster office of the local situation.
- D. Request mutual aid through the California disaster office if local deficiencies of personnel and/or equipment are indicated by the service chiefs.

E. Order the provision of security for the emergency operating center and communications staff. (Ord. 987 § A, 10-6-1970)

9-13: EMERGENCY SERVICES ORGANIZATION:

All officers and employees of the county and the cities included in the Tulare operational area, together with those volunteer forces enrolled to aid them during a disaster and all groups, organizations and persons, including persons commandeered under the provision of subsection 9-9C of this chapter who by operation of law or agreement may be charged with duties incident to the protection of life and property in the city during such disaster, shall constitute the emergency service organization of the Tulare operational area. (Ord. 987 § A, 10-6-1970)

9-14: FUNCTIONS AND DUTIES OF EMERGENCY SERVICE ORGANIZATION:

The functions and duties of the emergency services organization shall be distributed among such divisions, services and special staff as the emergency council shall prescribe by resolution, subject to the approval of the board of supervisors of the county and the respective city councils. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the federal government and the California disaster office. (Ord. 987 § A, 10-6-1970)

9-15: ACTS UNLAWFUL DURING DISASTERS:

It shall be unlawful for any person to perform any of the following acts during a disaster:

A. Wilfully obstruct, hinder or delay any member of the emergency services organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter or in the performance of any duty imposed upon him by virtue of this chapter.

B. To do any act forbidden by any lawful rules or regulations issued pursuant to this chapter, if such act is of such a nature as to give, or be likely to give, assistance to the enemy, or to imperil the lives or property of inhabitants of the city, or to prevent or delay the defense or protection thereof.

C. To wear, carry or display, without authority, any means of identification specified by the civil defense and disaster agency of the federal government or the state of California. (Ord. 987 § A, 10-6-1970)

9-16: PENALTY FOR VIOLATION OF CHAPTER:

Any person violating any of the provisions of this chapter which are declared to be unlawful shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than five hundred dollars (\$500.00) or by imprisonment in the Tulare County jail for not more than six (6) months, or by both such fine and imprisonment. (Ord. 987 § A, 10-6-1970)

State of California

GOVERNMENT CODE

Section 8558

8558. Three conditions or degrees of emergency are established by this chapter:

(a) "State of war emergency" means the condition that exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that an enemy attack is probable or imminent.

(b) "State of emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, electromagnetic pulse attack, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a "state of war emergency," which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

(c) (1) "Local emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, deenergization event, electromagnetic pulse attack, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage or deenergization event that requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

(2) A local emergency proclaimed as the result of a deenergization event does not trigger the electric utility obligations set forth in Public Utilities Commission Decision 19-07-015 or its successor decisions as related to deenergization events. A local emergency proclaimed as the result of a deenergization event does not alter the electric

utilities' Public Utilities Commission-approved cost-recovery mechanisms for their own costs associated with deenergization events.

(Amended by Stats. 2022, Ch. 537, Sec. 1. (SB 468) Effective January 1, 2023.)