



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JUNE 16, 2015, 12:00 AM**

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: 260-320-010, 260-320-032 and 260-320-035. Agency Negotiator: John Lollis and Jenni Byers. Negotiating Parties: City of Porterville and Dexter and Erline Goodell. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 260-320-033. Agency Negotiator: John Lollis and Jenni Byers. Negotiating Parties: City of Porterville and Joseph Acquafresca. Under Negotiation: Terms and Price.
- 3** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis, Steve Kabot, and Patrice Hildreth. Employee Organizations: Porterville City Employees Association; Management and Confidential Series; Porterville Police Officers Association; Fire Officer Series; Porterville City Firefighters Association; Public Safety Support Unit; and all Unrepresented Management Employees.
- 4** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Robert Nuckols and dba Nuckols Farming v. City of Porterville and Rick Perigo, Tulare County Superior Court Case No. 261084.

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

Pledge of Allegiance Led by Mayor Stowe

Invocation

PRESENTATIONS

Employee of the Month - Nino Renzi
Chamber of Commerce's Annual Report

AB 1234 REPORTS

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

1. Tulare County Association of Governments (TCAG) - June 15, 2015
2. Local Agency Formation Committee (LAFCO) - June 10, 2015

REPORTS

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

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission
 2. Library & Literacy Commission
 3. Arts Commission
 4. Animal Control Commission
 5. Youth Commission (Summer Hiatus)
 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 1. Water Conservation Phase III System Status

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **Authorization to Purchase LearningExpress Subscription**
Re: Authorizing staff to purchase a subscription to the LearningExpress library which provides online resources to students and adults to assist with academic and career success at a cost of \$6,654 for one year.
2. **Authorization to Purchase Energy Saving Thermal Pool Covers**
Re: Authorizing staff to purchase energy saving thermal pool covers for the City's pool from Lincoln Aquatics in the amount of \$9,379.96.
3. **Authorize the Purchase of Furniture for Centennial Plaza Transit Offices**
Re: Authorizing staff to purchase furniture through the Cooperative Purchasing Network from Cal Bennetts in an amount not to exceed \$49,918.98 for the new Transit Division Administrative Offices at Centennial Plaza.
4. **Authorization to Purchase Storm Drain Easement - APN 261-125-004 and 261-125-016**
Re: Authorizing the purchase of a storm drain easement from Mr. James Gregory Shelton in the amount of \$1,400, and adopting a resolution to accept said easement.
5. **Award Contract for Fiber Installation**
Re: Considering awarding contract to GA Technical Services, Inc. in an amount not to exceed \$48,919.64 for the installation of fiber optic cable at the Transit Division Administrative Offices at Centennial Plaza.
6. **Acceptance of Project - Tomah Avenue Storm Drain Project**
Re: Accepting project as complete from Greg Bartlett Construction and authorizing staff to file a Notice of Completion for that project consisting of the installation of approximately 398 lineal feet of storm drain piping, connection to existing storm drain manhole and drop inlets, construction of a new storm drain manhole, trench patching, and related appurtenances.
7. **Renewal of Agreement for Animal Shelter Services - City of Woodlake**
Re: Considering approval of an agreement with the City of Woodlake for the provision of animal shelter services.
8. **Renewal of Agreement for Animal Shelter Services - City of Lindsay**
Re: Considering approval of an agreement between the City of Porterville and the City of Lindsay for the provision of animal shelter services for a term of one year.

9. **Request To Apply For Edward Byrne Memorial Justice Assistance Grant Funds**
Re: Considering authorization to apply to the Bureau of Justice Assistance for a grant award of \$15,275 for the proposed purpose of offsetting costs associated with a Body Worn Camera Program.
10. **Approval of Memorandum of Understanding of the Tule River Basin Integrated Regional Water Management Plan Group**
Re: Considering approval of a MOU for participation in an IRWMP at an estimated cost of approximately \$10,000 which would provide for additional opportunities for the City to receive grant funds through the State.
11. **Authorization to Implement Fixed Route and Paratransit Modifications to Expand Service Beginning August 2015**
Re: Considering approval of increasing the hours of service for fixed route and paratransit transit services to commence in August 2015.
12. **Approval for Community Civic Event - Boys and Girls Club of Strathmore, U.S. Olympic Committee and Built 4 Life, Inc. - Olympic Day 2015 - June 20, 2015**
13. **Parks and Leisure Services Commission Meetings**
Re: Considering approval of a hiatus of the Parks & Leisure Services Commissions during the months of July and August, with any meetings being scheduled only as needed.
14. **Request for Proclamation - Parks & Recreation Month - July 2015**
Re: Considering approval of a request to proclaim July 2015 as "Parks & Recreation Month".
15. **Status and Review of Declaration of Local Drought Emergency**
Re: Consideration of the continuance of the Declaration of Local Emergency, and Letter of Support for AB 954 (Mathis) and the Innovative Readiness Training program.

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

PUBLIC HEARINGS

16. **Adoption of Fiscal Year 2015-2016 Budget**
Re: Public Hearing and consideration of adoption of the proposed 2015/2016 Fiscal Year Budget

17. **Conditional Use Permit to Re-establish a Pre-existing Legal, Non-conforming Use at 952 West North Grand Avenue**
Re: Considering adoption of a resolution approving a Conditional Use Permit for the continued use of the 2.46 +/- acre site for the storage of farm and construction vehicles and equipment.
18. **Amendments to the Municipal Code Pertaining to Animal Keeping**
Re: Consideration of amendments to the City's Municipal Code pertaining to the keeping of animals.
19. **Murry Park Henry Street Community Center**
Re: Considering design parameters, the approval of an environmental document regarding potential impacts, and the approval of a General Plan Amendment from Low Medium Density Residential to Parks & Recreation associated with the proposed Murry Park Henry House Community Center Project.
20. **Public Hearing - Construction of Concrete Improvements - W. North Grand Avenue Reconstruction Project (Newcomb to Prospect)**
Re: A public hearing on the establishment of a fee for concrete improvements in accordance with the Mitigation Fee Act, and Porterville Municipal Code Sections 20-40.1 through 20-40.8 which permits the City to recover costs from property owners for concrete improvements.
21. **Adoption of the 2015 Five-Year Consolidated Plan and 2015-2016 Action Plan for Investment of Community Development Block Grant (CDBG) Entitlement**
Re: A public hearing on the proposed Five-Year Consolidated Plan and Action Plan pertaining to housing and non-housing development needs in Porterville.

SCHEDULED MATTERS

22. **Consideration of How City Employees and Utility Customers May Donate and Support Local Non-Profit Organizations**
Re: Consideration of how City employees and utility customers may donate and support local non-profit organizations.
23. **Consideration of Establishing a Moratorium on New Residential Development Exceeding Ten (10) Units, as Well as Commercial Projects That Require Significant Water Usage**
Re: Consideration of establishing a moratorium on new residential development exceeding ten (10) units, as well as commercial projects that require significant water usage.

24. **Consideration of Prohibiting the Installation of Natural Grass in Commercial and Industrial Zoned Areas, and to Require a Permit for the Installation of Natural Grass Exceeding 300 Square Feet in Residential Zoned Areas**
Re: Considering the modification of the City's Development Code to prohibit the installation of natural grass in commercial and industrial zoned areas, and to require a permit for the installation of natural grass exceeding 300 square feet in residential zoned areas.
25. **Reconsideration of WildPlaces Mural to be Located at 466 E. Putnam Avenue**
Re: Consideration of proposed mural design and Mural Maintenance Agreement with WildPlaces for a mural to be located on the City's Community Center at 466 E. Putnam Avenue.
26. **Consideration of Adoption of Resolution Approving Workers' Compensation Alternative Dispute Resolution Agreements with the City's Six Employee Bargaining Units**
Re: Consideration of adoption of a Resolution approving and ratifying Workers' Compensation Alternative Dispute Resolution Agreements with the City's six bargaining units.
27. **State OHV Grant Award and Park Operating Hours**
Re: Consideration of 2015-16 State Off-Highway Vehicle Grant Funds awarded to the City in the amount of \$117,281 with a City match of \$41,206, and discussion of the operational impacts of water conservation mandate due to drought conditions at the City's OHV Park.

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 July 7, 2015

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

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



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: 1. Water Conservation Phase III System Status

SOURCE: Public Works

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

The Governor's Executive Order also directed the State Water Board to implement mandatory water reductions in cities and towns across California to reduce potable urban water usage by 25 percent statewide. The State Water Board released revised proposed regulations that would require the City of Porterville to meet a 32% water usage reduction compared to 2013. The required date of implementation was June 1, 2015.

In order for the City of Porterville to meet the 32% reduction in water usage, the City has transitioned from Phase II to Phase III of the City's Water Conservation Plan as of June 2, 2015. As part of the Phase III plan, the City has restricted watering days to two days per week, based on address. If your address ends with an "odd" number, your watering days are Tuesday and Saturday only. If your address ends with an "even" number, your watering days are Wednesday and Sunday only. Watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m. and no watering on Mondays, Thursdays, and Fridays.

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day in which the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator.

The City of Porterville will be responding to enforcement by issuing a Notice of Violation for all witnessed occurrences and staff will be processing all reported issues. Water Waste Violators and repeat offenders, will be subject to fines that can range up to \$500 dollars. Enforcement statistics for the month of May 2015, total 66 Water Wasting Complaints; 30 resulted in a Courtesy Reminder; 36 resulted in Warnings.

The City water system has been impacted from the lack of rain the last four years with lower water levels, despite recent storms. Conservation efforts are beginning to show an affect on production demand. Water production for the calendar year to date, May 2015, is a 23% reduction on the 5-year average.

Staff is also gathering data for the purpose of presenting cumulative year to year

comparisons. The data represents a 10.6% reduction when comparing June 2014 through May 2015 to June 2013 through May 2014.

As part of the emergency regulation, the City is required to provide monthly production data. The production for the month of May 2015 was 302 million gallons and the production for the month of May 2013 was 472 million gallons, which equates to a 36% reduction. Residential consumption for May 2015 was 113.6 gallons per capita day (GPCD).

RECOMMENDATION: Informational Only

ATTACHMENTS:

1. Water Conservation Phase III
2. Monthly Production Status May 2015

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



DROUGHT RESPONSE Phase III

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule

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

Odd Address
 Even Address

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

**The washing of
sidewalks and driveways
is prohibited**

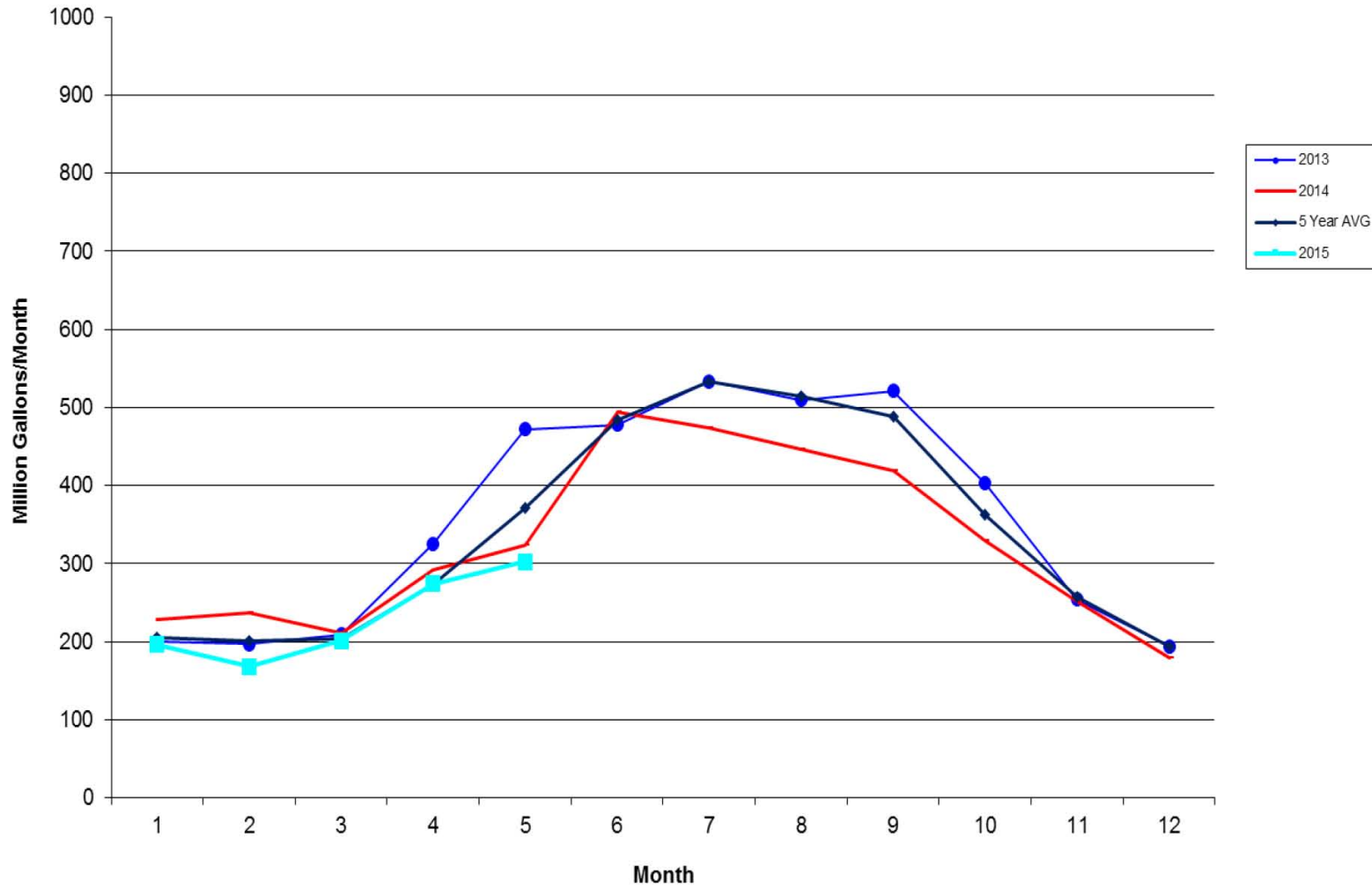
**Vehicles shall only be
washed on designated
watering days and with
hoses equipped with a
shut-off nozzle**

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

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

**NO WATERING ON
MONDAYS, THURSDAYS,
AND FRIDAYS.**

Monthly Production Status
2014 Comparison to 2013 & 5 Year Average
2015 Production





CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Authorization to Purchase LearningExpress Subscription

SOURCE: Parks and Leisure Services

COMMENT: The Read to Succeed Adult Literacy program would like to enhance the technology offerings via online resources for the tutors and adult learners who participate in this literacy program by adding a subscription of two software platforms available through the vendor LearningExpress.

The first platform is the LearningExpress Library subscription which provides online resources to students and adults to assist with academic and career success. The LearningExpress Library is a web-based learning solution that will help provide program participants with instant access to the most comprehensive collection of test preparation tools, skill-building materials, and career resources available. The second platform is the LearningExpress Popular SoftwareTutorials to assist program participants with a solid proficiency in software applications, helping them navigate and excel in today's information age. It is well recognized that computer aptitude is a critical component of the 21st century skill set, and an indisputable necessity for workplace success.

Staff would like to begin a subscription of the two program platforms offered by LearningExpress which are currently quoted at \$6,654 for one year. Staff is proposing that the subscription be paid through available funding provided by the California Library Literacy Services grant award. In addition, this online resource would also be available to all library in-house and remote users who hold a City Library card.

RECOMMENDATION: That the City Council authorize staff to purchase the LearningExpress subscription for \$6,654.

ATTACHMENTS: 1. LearningExpress Library

Appropriated/Funded: MB

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

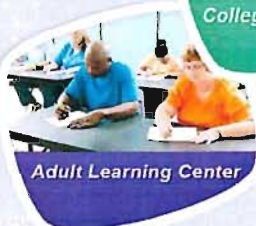
Final Approver: John Lollis, City Manager

How many lives will your library change today?

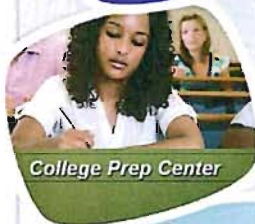
LearningExpress Library™ helps libraries improve the lives of their patrons every day with online access to the most comprehensive selection of academic and career-related resources available. It features skill-building tools for reading, writing, math, and science. There is test preparation for high school equivalency and college admissions exams. The workplace resources include tools for job searching, exploring new careers, and preparing for occupational licensing exams—and much more. Change more lives today with LearningExpress Library!



College Center



Adult Learning Center



College Prep Center



Career Center



Recursos en español



School Center

A center for everyone

Targeted learning centers provide patrons of all ages with easy, one-stop access to relevant interactive tutorials, practice tests, and eBooks.

Features that enhance learning

- ▶ Easy-to-use navigation
- ▶ Timed and untimed practice test modes
- ▶ Instant test and essay scoring
- ▶ Detailed answer explanations
- ▶ Individualized study plans
- ▶ Built-in guidance pages & learning roadmaps
- ▶ Secure personal portfolio
- ▶ Downloadable eBooks
- ▶ Additional learning centers available as add-ons

Get LearningExpress Library™
Call today! 800-295-9556



Featured Resources

Interactive, easy-to-use, unlimited remote access



School Center (Common Core State Standards)

Elementary School

- ▶ Mathematics Skills Improvement
- ▶ English Language Arts Skills Improvement

Middle School

- ▶ Mathematics Skills Improvement
- ▶ English Language Arts Skills Improvement
- ▶ Social Studies Skills Improvement
- ▶ High School Entrance Exams Preparation

High School

- ▶ Mathematics Skills Improvement
- ▶ English Language Arts Skills Improvement
- ▶ Science Skills Improvement
- ▶ Social Studies Skills Improvement
- ▶ Logic and Reasoning Skills Improvement



College Preparation Center

- ▶ Prepare for Your ACT® Test
- ▶ ACT® Test Preparation Tutorial
- ▶ ACT® Practice Tests
- ▶ ACT® Test Preparation eBooks

Prepare for Your SAT® Test

- ▶ SAT® Test Preparation Tutorial
- ▶ SAT® Practice Tests
- ▶ SAT® Test Preparation eBooks

Prepare for Your AP® Exam

- ▶ Practice for Your AP® Exam
- ▶ AP® Exam Preparation eBooks

Prepare for Your PSAT/NMSQT® Test

- ▶ Practice for Your PSAT/NMSQT® Test
- ▶ PSAT/NMSQT® Test Preparation eBooks

Prepare for Your TOEFL iBT® Test

- ▶ Practice for Your TOEFL iBT® Test
- ▶ TOEFL iBT® Test Preparation eBooks

College Admissions Essay Writing

- ▶ Learn to Write a College Admissions Essay

Prepare for Your THEA® Test

- ▶ Practice for Your THEA® Tests
- ▶ THEA® Test Preparation eBooks



College Center

Math Skills Review

- ▶ Algebra
- ▶ Basic Math
- ▶ Calculus
- ▶ Geometry and Measurement
- ▶ Trigonometry
- ▶ Statistics
- ▶ Logic and Reasoning
- ▶ Quantitative Comparison and Word Problems

Reading Skills Review

- ▶ Reading Comprehension
- ▶ Vocabulary and Spelling

Grammar and Writing Skills Review

- ▶ Grammar
- ▶ Writing
- ▶ Public Speaking

Science Skills Review

- ▶ Chemistry
- ▶ Biology

Prepare for Graduate School

Admissions Exams

- ▶ GMAT® Preparation
- ▶ GRE® Preparation
- ▶ LSAT® Preparation
- ▶ MAT® Preparation
- ▶ MCAT® Preparation
- ▶ PCAT® Preparation

Prepare for College Placement Exams

- ▶ ACCUPLACER® Preparation
- ▶ ASSET® Preparation
- ▶ COMPASS® Preparation
- ▶ College Placement Preparation eBooks

Prepare for the CLEP® Exams

- ▶ CLEP® College Composition Modular Practice Tests
- ▶ CLEP® College Mathematics Practice Tests
- ▶ CLEP® Humanities Practice Tests
- ▶ CLEP® Natural Sciences Practice Tests
- ▶ CLEP® Social Sciences and History Practice Tests



High School Equivalency Center

Are You Ready?

- ▶ Test Yourself: TABE®-Based Skills Check

Build Your Basic Skills

- ▶ Build Your Reading Skills
- ▶ Build Your Writing Skills
- ▶ Build Your Math Skills
- ▶ Build Your Grammar Skills
- ▶ Build Your Vocabulary and Spelling Skills

Prepare for the GED® Test

- ▶ Learn About the New GED® Test
- ▶ Reasoning through Language Arts
- ▶ Mathematical Reasoning
- ▶ Social Studies
- ▶ Science

GED® en Español

- ▶ Aprenda Sobre el Nuevo Examen de GED®
- ▶ Razonamiento a través de las Artes del Lenguaje
- ▶ Razonamiento Matemático
- ▶ Estudios Sociales
- ▶ Ciencia

Prepare for the HiSET®

- ▶ Language Arts Practice Exams
- ▶ Mathematics Practice Exams
- ▶ Social Studies Practice Exams
- ▶ Science Practice Exams
- ▶ HiSET® Preparation Tutorial

Prepare for the TASC

- ▶ Language Arts Practice Tests
- ▶ Mathematics Practice Tests
- ▶ Social Studies Practice Tests
- ▶ Science Practice Tests
- ▶ TASC Test Preparation Tutorial



Adult Learning Center

Build Your Math Skills

- ▶ Learn and Review Your Math Skills
- ▶ Practice Your Math Skills
- ▶ Math eBooks

Become a Better Reader

- ▶ Learn and Review Your Reading Skills
- ▶ Practice Your Reading Skills
- ▶ Reading Skills eBooks

Improve Your Writing, Speaking, and Grammar

- ▶ Learn and Review Your Writing and Grammar Skills
- ▶ Practice Your Writing and Grammar Skills
- ▶ Writing, Speaking, and Grammar eBooks

Become a U.S. Citizen

- ▶ Prepare for Your Citizenship Exam
- ▶ Get Your Green Card
- ▶ Prepárese para su Examen de Ciudadanía
- ▶ Gana su Tarjeta Verde



Career Center

Learn More About a Career

- ▶ Allied Health
- ▶ Caseworker
- ▶ Culinary Arts
- ▶ Firefighting
- ▶ Green Careers
- ▶ Homeland Security
- ▶ Law Enforcement
- ▶ Legal
- ▶ Nursing
- ▶ Teaching
- ▶ Career Information for Veterans

Prepare for an Entrance Exam

- ▶ Prepare for Allied Health Programs Entrance Tests
- ▶ Prepare for Nursing School Entrance Tests

Prepare for an Occupation Exam

- ▶ Allied Health
- ▶ Air Traffic Controller
- ▶ Civil Service
- ▶ Commercial Driver's License (CDL)
- ▶ Cosmetology
- ▶ Culinary Arts
- ▶ Emergency Medical Services
- ▶ Firefighting
- ▶ Homeland Security
- ▶ Law Enforcement
- ▶ Postal Worker
- ▶ Nursing
- ▶ Plumbing
- ▶ Teaching

Join the Military or Become an Officer

- ▶ Prepare for the ASVAB
- ▶ Prepare for the Military Flight Aptitude Tests
- ▶ Prepare for the Officer Candidate Tests
- ▶ Prepare for the CFAT

Job Search and Workplace Skills

- ▶ Improve Your Job Search, Interviewing, and Networking Skills
- ▶ Build Your Workplace Skills

Prepare for the WorkKeys® Assessments and the TOEIC®

- ▶ Prepare for the WorkKeys® Assessments
- ▶ Prepare for the TOEIC®



Recursos para Hispanohablantes (Resources for Spanish Speakers)

Mejore sus habilidades escritas, orales y gramaticales

- ▶ Aprenda y repase sus habilidades escritas y gramaticales
- ▶ Libros electrónicos de habilidades escritas, orales y gramaticales

Sea Mejor Lector

- ▶ Aprenda y repase sus habilidades de lectura
- ▶ Practique sus habilidades de lectura
- ▶ Libros electrónicos de habilidades de lectura

Desarrolle sus Habilidades Matemáticas

- ▶ Aprenda y repase sus habilidades matemáticas
- ▶ Practique sus habilidades matemáticas

Sea ciudadano estadounidense

- ▶ Prepárese para su Examen de Ciudadanía
- ▶ Gana su Tarjeta Verde

Prepárese para su examen de GED®

- ▶ Aprenda Sobre el Nuevo Examen de GED®
- ▶ Razonamiento a través de las Artes del Lenguaje
- ▶ Razonamiento Matemático
- ▶ Estudios Sociales
- ▶ Ciencia

GED® is a registered trademark of the American Council on Education. Used under license. *ACCUPLACER, AP, CLEP, and SAT are registered trademarks of the College Board. PSAT/NMSQT is a registered trademark of the College Board and National Merit Scholarship Corporation. ACT, ASSET, COMPASS, and WorkKeys are registered trademarks of ACT, Inc. GMAT is a registered trademark of the Graduate Management Admission Council (GMAC). GRE, PRAXIS, TOEIC, and TOEFL iBT are registered trademarks of ETS. LSAT is a registered trademark of the Law School Admission Council, Inc. MCAT is a registered trademark of the Association of American Medical Colleges (AAMC). PCAT is a registered trademark of Pearson Education, Inc. NCLEX is a registered trademark of the National Council of State Boards of Nursing, Inc. These companies were not involved in the production of, and do not endorse, these products.



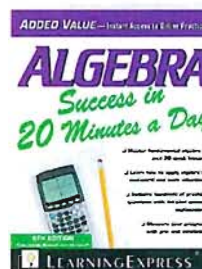
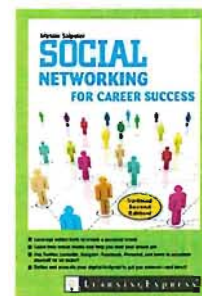
LearningExpress eBooks

MORE THAN 190 TITLES AVAILABLE ONLINE

In addition to a wide range of interactive skill-building tutorials and instantly scored practice tests, LearningExpress also offers online access to electronic reference books. More than 190 eBook titles, perfect for students, adult learners, parents, and career professionals, are available.

LearningExpress eBooks provide:

- ▶ Subject matter review for all needs: basic skills remediation, college entrance exam preparation, career licensing and certification preparation, and more
- ▶ Focused lessons and practice exams modeled on official licensing and certification exams
- ▶ Practice exercises with detailed answer explanations
- ▶ Targeted review that makes learning easy and fast
- ▶ Advice on how to prepare for exams using proven test-taking techniques
- ▶ Anytime, anywhere online access to downloadable PDFs



Available eBook Titles

100 Conversations for Career Success	Chemistry Review in 20 Minutes a Day	PCAT*
1001 Algebra Problems	Civil Service Exams	Pharmacy Technician Exam
1001 Math Problems	Civil Service Exams: Power Practice	Pharmacy Technician Flash Review
1001 Vocabulary & Spelling Questions	College Placement Math Success in 20 Minutes a Day	Physical Therapist Assistant Exam
411 SAT® Algebra & Geometry Questions	Corrections Officer Exam	Plumber's Licensing Exam
411 SAT® Essay Prompts & Writing Questions	Cosmetology Certification Exam	Police Officer Exam
501 Algebra Questions	Court Officer Exam	Police Officer Exam: Power Practice
501 Calculus Questions	Critical Thinking Skills Success	Police Sergeant Exam
501 Challenging Logic and Reasoning Problems	Dental Assisting Exam	Postal Worker Exam
501 Critical Reading Questions	EMT Flash Review	Practical Math Success in 20 Minutes a Day
501 Geometry Questions	English to the Max	Practical Spelling
501 GMAT® Questions	Express Review Guides: Algebra I	Practical Vocabulary
501 Grammar and Writing Questions	Express Review Guides: Algebra II	Praxis™
501 Math Word Problems	Express Review Guides: Basic Math & Pre-Algebra	Praxis II® Elementary Education: Content Knowledge (0014 and 5014)
501 Measurement and Conversion Questions	Express Review Guides: Fractions, Percentages & Decimals	Praxis II® Mathematics (0065 and 5161)
501 Quantitative Comparison Questions	Express Review Guides: Grammar	Praxis II® Power Practice Elementary Education: Curriculum, Instruction, and Assessment (0011 and 501)
501 Reading Comprehension Questions	Express Review Guides: Math Word Problems	Praxis II®: ParaPro Test Prep (0755 & 1755)
501 Sentence Completion Questions	Express Review Guides: Spelling	Praxis® Core Academic Skills for Educators (5712, 5722, 5732)
501 Synonym & Antonym Questions	Express Review Guides: Vocabulary	Probation Officer/Parole Officer Exam
501 Vocabulary Questions	Express Review Guides: Writing	Proofreading, Revising, & Editing Skills Success in 20 Minutes a Day
501 Writing Prompts	Firefighter Exam	Public Speaking Success in 20 Minutes a Day
8th Grade Math Review	GED® Test Skill Builder: Mathematics	Radiography Exam
8th Grade Reading Comprehension and Writing Skills	GED® Test Power Practice	Read Better. Remember More
9 Steps to a Great Federal Job	GED® Test Flash Review	Reading Between the Lines
ACT® Essay Practice	GED® Test Skill Builder: Reasoning through Language Arts	Reading Comprehension Success in 20 Minutes a Day
ACT® Flash Review	Geography Review in 20 Minutes a Day	Reading in 15 Minutes a Day
ACT®: Power Practice	Geometry in 15 Minutes a Day	Reasoning Skills for Law Enforcement Exams
ACT® Word Games	Geometry Success in 20 Minutes a Day	Reasoning Skills Success in 20 Minutes a Day
Air Traffic Control Test Prep	Goof-Proof Grammar	Research & Writing Skills Success in 20 Minutes a Day
Algebra in 15 Minutes a Day	Goof-Proof Spelling	SAT Math Essentials
Algebra Success in 20 Minutes a Day	Grammar Essentials	SAT Writing Essentials
AP® Biology Flash Review	Grammar in 15 Minutes a Day	SAT/PSAT Word Games
AP® U.S. History Flash Review	Grammar Success in 20 Minutes a Day	SHSAT: Power Practice
Aprenda Rápido: Escritura/Writing	GRE® Vocabulary Flash Review	Social Networking for Business Success
Aprenda Rápido: Lectura/Reading	Guía de Ciudadanía/Naturalización en U.S.A.	Social Networking for Career Success
Aprenda Rápido: Vocabulario y Ortografía/ Vocabulary and Spelling	Health Occupations Entrance Exam	Spanish/English Terms for Nurses
ASVAB Core Review	Healthcare Essentials: A Glossary and Study Guide	Spelling in 15 Minutes a Day
ASVAB Success	How to Write Great Essays	State Trooper Exam
ASVAB	Job Interviews That Get You Hired	Statistics Success in 20 Minutes a Day
ASVAB Power Practice	Just in Time Algebra	TABE®: Power Practice
Basic Math in 15 Minutes a Day	Just in Time Geometry	The Military Advantage
Becoming a Border Patrol Agent	Just in Time Vocabulary	The Ultimate Guide to Getting Your Green Card
Becoming a Caseworker	Lo Último en Guías de Obtener su 'Tarjeta Verde'	THEA®: Texas Higher Education Assessment
Becoming a Culinary Arts Professional	LSAT® Logic Games	Think You Know Your Vocabulary?
Becoming a Firefighter	MAT®: Power Practice	TOEFL iBT® Vocabulary Flash Review
Becoming a Healthcare Professional	Math and Vocabulary for Civil Service Exams	TOEIC® Test Prep
Becoming a Homeland Security Professional	Math Builder	Treasury Enforcement Agent Exam
Becoming a Legal Mediator	Math for Civil Service Tests	Trigonometry Success in 20 Minutes a Day
Becoming a Nurse	Math for the Trades	U.S. Constitution in 15 Minutes a Day
Becoming a Paralegal	Math Skills for Law Enforcement Exams	Veterinary Technician Exam
Becoming a Police Officer	Math to the Max	Visual Communication
Becoming a Teacher	Math Word Problems in 15 Minutes a Day	Visual Writing
Best Careers for Teachers	Medical Assistant: Preparation for the RMA and CMA Exams	Vocabulary & Spelling Success in 20 Minutes a Day
Best Careers for Veterans	Middle School Math for Parents (Common Core)	Vocabulary for Civil Service Tests
Biology Success in 20 Minutes a Day	Military Flight Aptitude Tests	Vocabulary for TOEFL iBT®
Border Patrol Exam Artificial Language Test Prep	MTEL: Communication and Literacy Skills	Word Power in 15 Minutes a Day
Border Patrol Exam	NCLEX-PN®: Power Practice	Write Better Essays in 20 Minutes a Day
Border Patrol Exam: Power Practice	NCLEX-RN® Flash Review	Write Your Way into College: College Admissions Essay
Business Writing Clear and Simple	NCLEX-RN®: Power Practice	Write Your Way into College: SAT® Essay
Calculus Success in 20 Minutes a Day	Nursing Assistant/Nurse Aide Exam	Writing in 15 Minutes a Day
California Firefighter Exam	Nursing Assistant/Nurse Aide Flash Review	Writing Skills Success in 20 Minutes a Day
Career Changer's Manual	Nursing School Entrance Exams	
Catholic High School Entrance Exams: COOP/HSPT	Officer Candidate Tests	
CBEST (California Basic Educational Skills Test)	PANCE®: Power Practice	
CDL: Commercial Driver's License Test Prep	Paramedic Certification Exam	
	Pasa el Examen de Ciudadanía Americana	
	Pass the U.S. Citizenship Exam	

www.learningexpressllc.com

Computer Skills

TECHNOLOGY AT YOUR FINGERTIPS

Life happens on the computer. We use it at work and home for finding information, job searching, social networking, and staying in touch with family and friends. Learn the fundamentals of your computer, the Internet, and popular software applications with these easy-to-follow multimedia tutorials—and take advantage of all that today's technology has to offer.



PC & Internet Basics, Microsoft Office, and More

ONLINE LEARNING THAT WORKS!

- ▶ More than 100 self-paced online tutorials
- ▶ Beginner to advanced levels
- ▶ Fun to learn and easy-to-use
- ▶ Learn Windows & Mac OS X operating systems
- ▶ Gain proficiency in popular software programs
- ▶ Progress rapidly using self-directed videos
- ▶ Anytime, anywhere online access



Computer Skills

Featured Resources



LearningExpress Library™ provides interactive online resources to help people achieve academic and career success. The Computer Skills video courses are a fun and easy way to learn how to use the computer, the Internet, and the software applications most commonly needed for home, school, and work. The Computer Skills video courses are available as an add-on to LearningExpress Library.



Interactive, easy-to-use, unlimited remote access



Get Started with Your Computer

Getting to Know Your Computer

- ▶ Computer Basics 1: Roles of Computers
- ▶ Computer Basics 2: Personal Computer

Using Your Desktop Applications

- ▶ Computer Basics 3: The Basics of Windows 7
- ▶ Computer Basics 4: Customizing Windows 7
- ▶ Computer Basics 5: Application Basics
- ▶ Computer Basics 6: Organizing Data
- ▶ Computer Basics 7: Web Browsing
- ▶ Computer Basics 8: Printing

Computer Safety and Maintenance

- ▶ Computer Basics 9: Maintenance and Security



Get Started with the Internet

Discover the Internet

- ▶ Internet Basics 1: What is the Internet?
- ▶ Internet Basics 2: Surfing the Internet
- ▶ Internet Basics 3: The Internet as a Search Tool
- ▶ Internet Basics 4: Using One-on-One Communications

Using Your Email

- ▶ Internet Basics 5: Email Etiquette

Social Media Tools

- ▶ Internet Basics 6: Branching Out Using the Internet
- ▶ Internet Basics 7: Understanding Social Networking
- ▶ Internet Basics 8: Using Web Tools

Internet Safety

- ▶ Internet Basics 9: Protecting Yourself Online



Popular Software Tools

Microsoft Access

- ▶ Access 2013 - Basic
- ▶ Access 2013 - Int.
- ▶ Access 2013 - Adv.
- ▶ Access 2010 - Basic
- ▶ Access 2010 - Int.
- ▶ Access 2010 - Adv.
- ▶ Access 2007 - Basic
- ▶ Access 2007 - Int.
- ▶ Access 2007 - Adv.

Microsoft Excel

- ▶ Excel 2013 - Basic
- ▶ Excel 2013 - Int.
- ▶ Excel 2013 - Adv.
- ▶ Excel 2013 - What's New
- ▶ Excel 2010 - Basic
- ▶ Excel 2010 - Int.
- ▶ Excel 2010 - Adv.
- ▶ Excel 2010 - Expert
- ▶ Excel 2008 - Basic (Mac)
- ▶ Excel 2008 - Adv. (Mac)
- ▶ Excel 2007 - Basic
- ▶ Excel 2007 - Int.
- ▶ Excel 2007 - Adv.

Microsoft Outlook

- ▶ Outlook 2013 - Basic
- ▶ Outlook 2013 - Int.
- ▶ Outlook 2013 - Adv.
- ▶ Outlook 2013 - What's New
- ▶ Outlook 2010 - Basic
- ▶ Outlook 2010 - Int.
- ▶ Outlook 2010 - Adv.
- ▶ Outlook 2007 - Basic
- ▶ Outlook 2007 - Int.
- ▶ Outlook 2007 - Adv.

Microsoft PowerPoint

- ▶ PowerPoint 2013 - Basic
- ▶ PowerPoint 2013 - Int.
- ▶ PowerPoint 2013 - Adv.
- ▶ PowerPoint 2013 - What's New
- ▶ PowerPoint 2010 - Basic
- ▶ PowerPoint 2010 - Adv.
- ▶ PowerPoint 2008 - Basic (Mac)
- ▶ PowerPoint 2008 - Adv. (Mac)
- ▶ PowerPoint 2007 - Basic
- ▶ PowerPoint 2007 - Adv.

Microsoft Project

- ▶ Project Pro 2013 - Basic
- ▶ Project Pro 2013 - Adv.
- ▶ Project Professional 2010 - Basic
- ▶ Project Professional 2010 - Adv.
- ▶ Project 2007 - Basic
- ▶ Project 2007 - Int.
- ▶ Project 2007 - Adv.

Microsoft Publisher

- ▶ Publisher 2007

Microsoft SharePoint

- ▶ SharePoint Designer 2010 - Basic
- ▶ SharePoint Designer 2010 - Adv.

- ▶ SharePoint Designer 2007 - Basic
- ▶ SharePoint Designer 2007 - Int.
- ▶ SharePoint Designer 2007 - Adv.

Microsoft Visio

- ▶ Visio 2010 - Basic
- ▶ Visio 2010 - Int.
- ▶ Visio 2010 - Adv.
- ▶ Visio 2007

Microsoft Word

- ▶ Word 2013 - Basic
- ▶ Word 2013 - Int.
- ▶ Word 2013 - Adv.
- ▶ Word 2013 - What's New
- ▶ Word 2010 - Basic
- ▶ Word 2010 - Int.
- ▶ Word 2010 - Adv.
- ▶ Word 2008 for Mac - Basic
- ▶ Word 2008 for Mac - Adv.
- ▶ Word 2007 - Basic
- ▶ Word 2007 - Int.
- ▶ Word 2007 - Adv.



Learn Computer Graphics & Illustration

Adobe Illustrator

- ▶ Illustrator CS6 - Basic
- ▶ Illustrator CS6 - Adv.
- ▶ Illustrator CS5 - Basic
- ▶ Illustrator CS5 - Adv.

Adobe Photoshop

- ▶ Photoshop CS6 - Basic
- ▶ Photoshop CS6 - Adv.
- ▶ Photoshop CS5 - Basic
- ▶ Photoshop CS5 - Adv.



Understanding Your Operating System

Windows Operating Systems

- ▶ Microsoft Windows XP - Basic
- ▶ Microsoft Windows XP - Adv.
- ▶ Microsoft Vista Business - Basic
- ▶ Microsoft Vista Business - Adv.
- ▶ Microsoft Windows 7 - Basic
- ▶ Microsoft Windows 7 - Int.
- ▶ Microsoft Windows 7 - Adv.
- ▶ Microsoft Windows 8 - Basic
- ▶ Microsoft Windows 8 - Int.
- ▶ Microsoft Windows 8 - Adv.

Macintosh Operating Systems

- ▶ Mac OS X Leopard Desktop



LEARN MORE TODAY!

Call 800.295.9556 or email
sales@learningexpressllc.com





CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Authorization to Purchase Energy Saving Thermal Pool Covers

SOURCE: Parks and Leisure Services

COMMENT: Swimming pools lose energy in a variety of ways, but evaporation is by far the largest source of energy loss. Evaporating water requires tremendous amounts of energy to compensate for water loss.

Covering a pool when it is not in use is the single most effective means of reducing pool heating costs with savings up to 70%. Besides offering energy savings, pool covers also do the following: conserve water by reducing the amount of make-up water needed by 30%–50%, reduce the pool's chemical consumption by 35%–60%, and reduce cleaning time by keeping dirt and other debris out of the pool.

The City pool is open as early as 6:00 a.m. for water aerobics and as late as 10:30 p.m. on Dive In Theatre evenings. Swim lessons are offered weekday mornings and recreational swimming is offered afternoons and evenings. The City pool is currently without pool covers as the old ones began to unravel and needed to be discarded.

Thermal insulated vinyl covers are a thin layer of flexible insulation sandwiched between two layers of vinyl. Three quotes have been received for energy saving thermal pool covers:

Lincoln Aquatics \$9,379.96
Knorr Systems, Inc. \$10,662.47
Recreonics \$10,735.02

The thermal pool covers will be purchased out of the swimming pool account in the general fund.

RECOMMENDATION: That the City Council authorize the purchase of the energy saving thermal pool covers from Lincoln Aquatics for \$9,379.96.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Item No. 2.

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Authorize the Purchase of Furniture for Centennial Plaza Transit Offices

SOURCE: Public Works

COMMENT: On May 1, 2015, the Transit Division leased administrative offices at Centennial Plaza. These offices are currently empty and need to be furnished.

Staff is requesting authorization to purchase Allsteel furniture utilizing The Cooperative Purchasing Network (TCPN) from Cal Bennetts. TCPN is a Group Purchasing Organization (GPO). The purpose of a GPO is to allow its members to join together to leverage purchases in order to acquire goods and services at lower prices. The City is entitled to purchase through these negotiated contracts at the price and terms so specified.

The City can use the program without going out for solicitation. All Allsteel GPO contracts have been competitively solicited by a lead public agency in accordance with their public purchasing rules and regulations. Each solicitation contains language which advises all suppliers that the subsequent contract may be used by other governmental agencies throughout the United States. This language is based on the lead jurisdiction "Joint Powers Authority" or "Cooperative Procurement" program.

Staff has worked with a Cal Bennetts designer in the design of the office space layout. Design layouts of the office space and quote are provided as an attachment.

Funding for this project is partially funded (50%) by the FY 2015/2016 Federal Transit Administration (FTA) Capital and Operating grant; the balance (50%) will be from Local Transportation Funds (LTF).

RECOMMENDATION: That City Council:

1. Authorize staff to purchase furniture from Cal Bennetts at an amount not to exceed \$49,918.96 for Centennial Plaza Transit offices.

ATTACHMENTS:

1. Centennial Furniture Layout
2. Cal Bennetts Quote

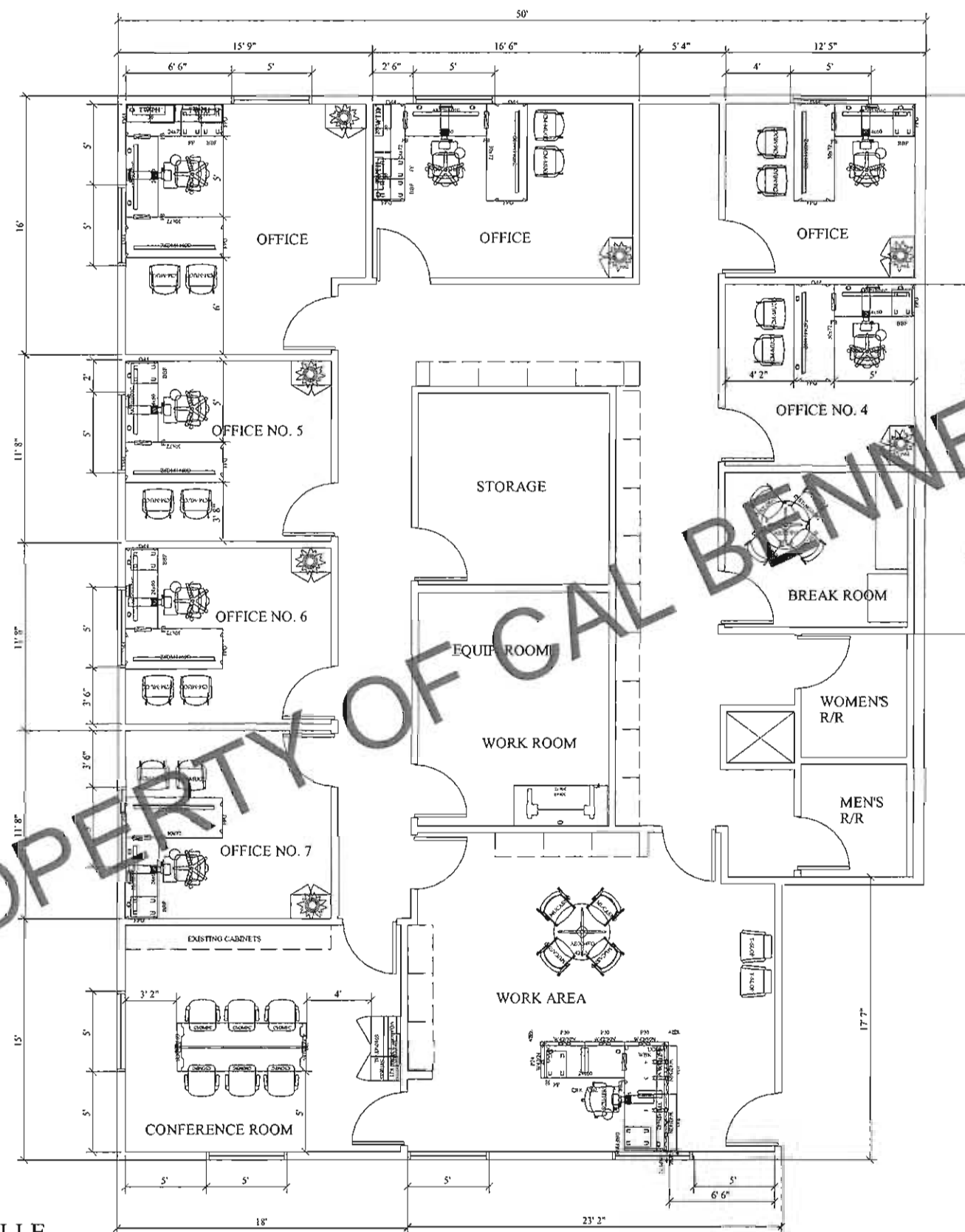
Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE
NEW TRANSIT OFFICE

615 N. Plaza Drive
Visalia, CA 93291
(559) 651 - 7979

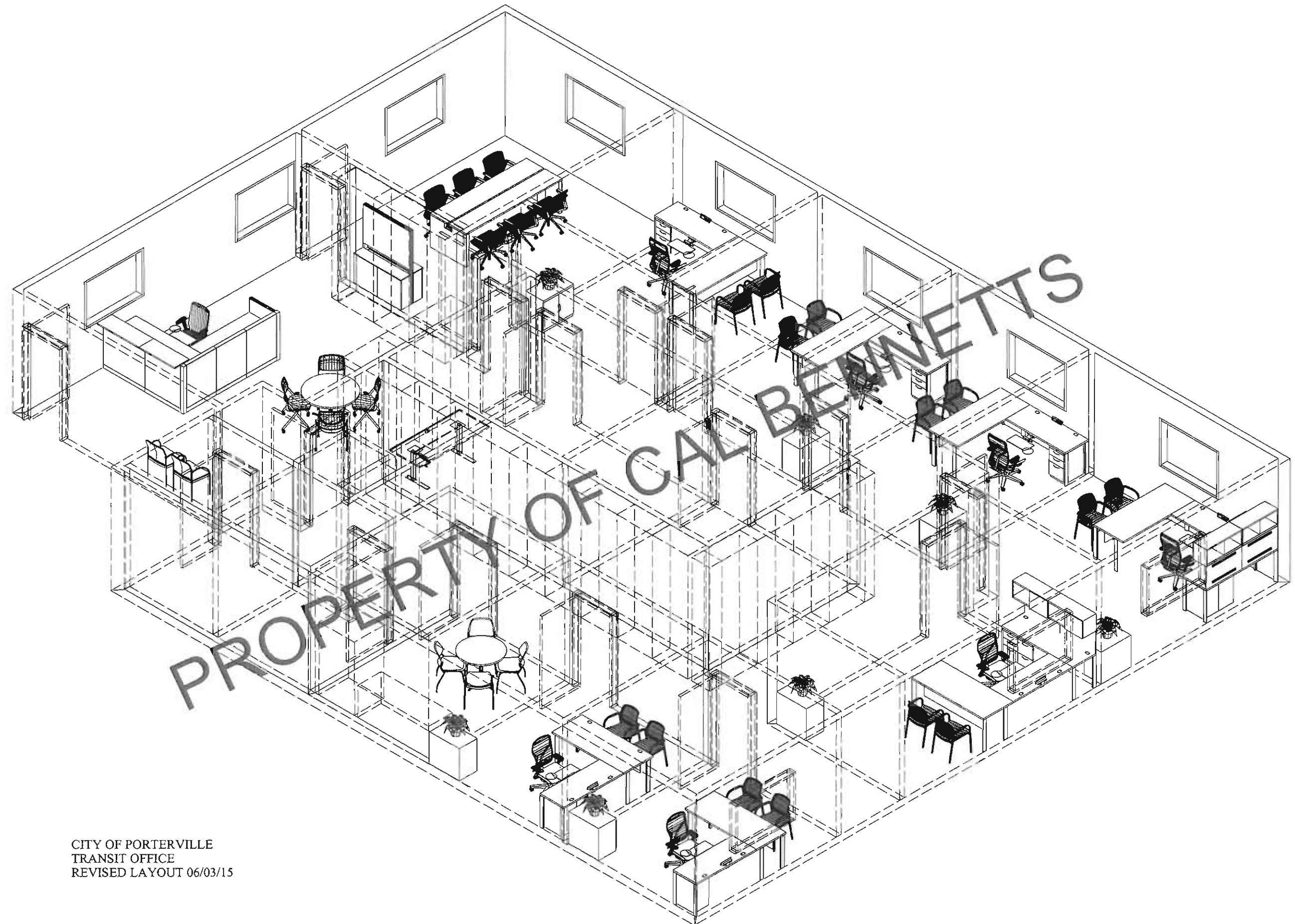
CITY OF PORTERVILLE
NEW TRANSIT OFFICE

Revised #: 1 Revised Date: 06/03/15

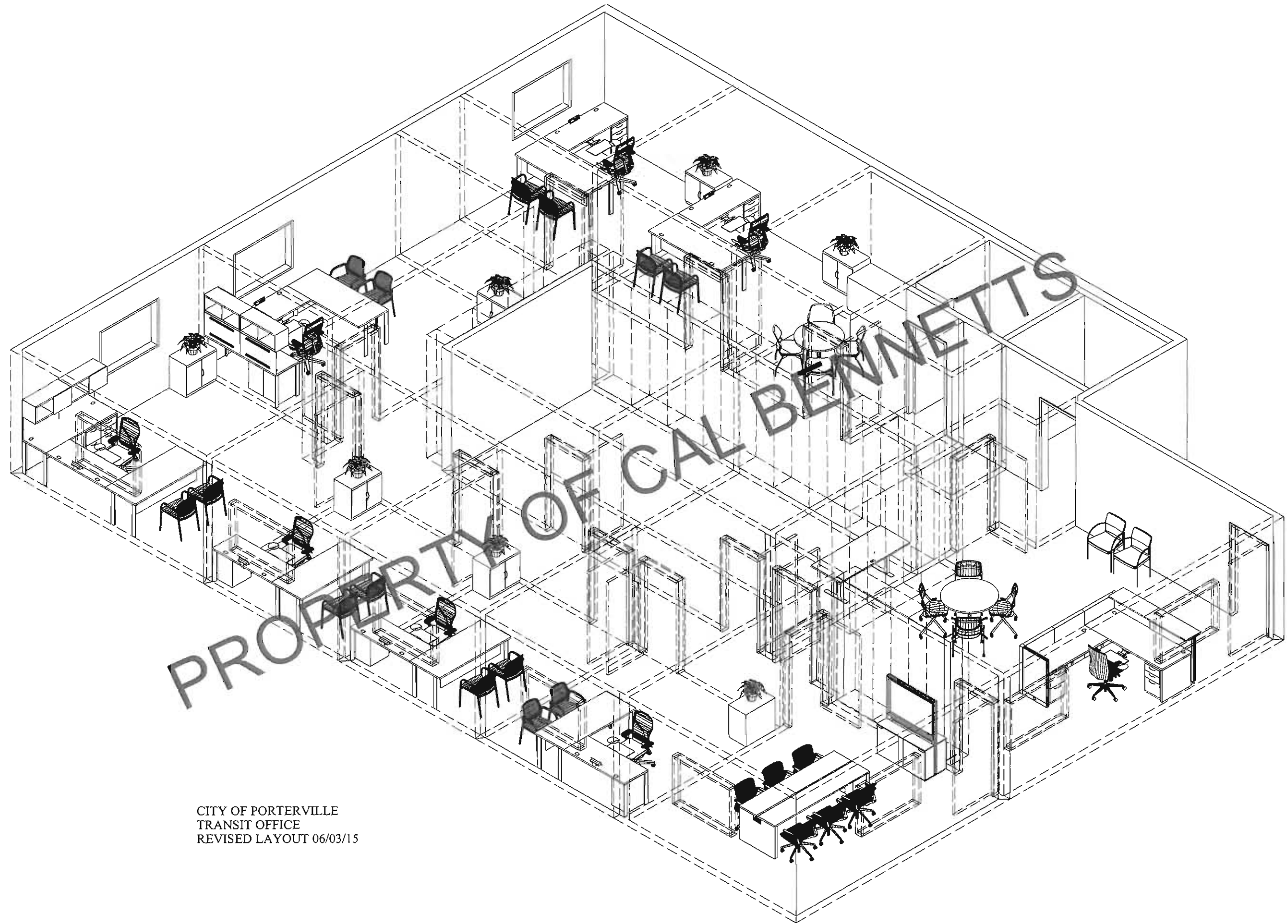
All ideas, designs and information indicated or represented by this drawing are owned by and the property of Cal Bennett's, Inc. created and developed for the use on and in connection with the specified project. This document cannot be disclosed to any person, firm or corporation for any purpose whatsoever without the express written consent of Cal Bennett's, Inc.

Drawn by: MC	Sales Rep: MC
Date: 05/07/15	Scale:

FP1
PAGE
1 of 1



CITY OF PORTERVILLE
TRANSIT OFFICE
REVISED LAYOUT 06/03/15



CITY OF PORTERVILLE
TRANSIT OFFICE
REVISED LAYOUT 06/03/15



Prepared for
City of Porterville - Transit Office
Attention Richard Tree
291 N. Main Street
Porterville, CA 93257

June 8, 2015

Listed below is pricing for Allsteel product for Transit Office Suite (shown on drawing provided) and Multi-Purpose Room using The Cooperative Purchasing Network Contract #R142201

PURCHASE ORDER #1

Make Purchase Order Out To:

Allsteel Inc.
C/O Cal Bennetts
2210 Second Avenue
Muscatine, Iowa 52761

Please include the words – “TCPN #R142201”

Please Put Ship To on PO:

Cal Bennetts
615 N. Plaza Drive
Visalia, CA 93291

**Please return your PO to Cal Bennetts
so we can electronically order the Allsteel product.**

Qty	Item Number	Part Description	List	Ext Sell
1	Work Area	Reception Station, (1) Round Table, (4) Seek Guest Chairs with Casters and (2) Tolleson Guest Chairs with Glides	\$11,641.00	\$3,885.89
1	Conference Room	8' Conference Table with Power Modules and (6) Clarity Task Chairs	\$9,867.00	\$4,538.82
1	Private Office	(2) U-Shape Desk, (5) L-Shape Desk, Storage includes Tech Mod, (2) Acuity Guest Chair per room and Acuity Task Chair	\$50,803.00	\$15,366.00
1	AW3LT2472	(10) 24D x 72W Aware Top Lam Flat Edge for V-Nest	\$4,610.00	\$1,659.60
1	AW2VM24N72CB	(10) Aware Nesting V-Leg with Casters	\$9,540.00	\$3,434.40
1	K-MUCABNO	(30) Seek Work, Armless, mesh Back, Uph Seat, Casters	\$20,700.00	\$8,073.00

Product List Price: \$107,548.00

Product Subtotal:	\$38,879.25
Sales Tax:	\$3,304.74
Grand Total:	\$42,183.99

Prepared for
City of Porterville - Multi-Purpose Room
Attention Richard Tree
291 N. Main Street
Porterville, CA 93257

June 8, 2015

Listed below is installation, etc. for the Allsteel product quoted.

PURCHASE ORDER #2

Make Purchase Order Out To:

Cal Bennetts
615 N. Plaza Drive
Visalia, CA 93291

Qty	Item Number	Part Description	List	Sell	Ext Sell
7	5G 900 900	Keyboard System with Clip Mouse and Silm Palm Support	\$480.00	\$162.00	\$1,134.00
1		Design, Specification Fee, Order Processing, Receiving, Assembly, Delivery, Installation and Debris Removal of Allsteel Product			\$5,995.00
Product Subtotal:					\$7,129.00
Sales Tax:					\$605.97
Grand Total:					\$7,734.97

Please do not hesitate to contact me with any questions you may have.
Thank you for the opportunity to provide you with this quote.

Sincerely,

Monique Chairez

Cal Bennetts
615 N. Plaza Drive | Visalia | CA | 93291
P 559.334.6910 | 800.225.0089 | F 559.651.7955



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Authorization to Purchase Storm Drain Easement - APN 261-125-004 and 261-125-016

SOURCE: Public Works

COMMENT: The City Council authorized staff to negotiate the acquisition of a storm drain easement from Mr. James Gregory Shelton for the purpose of delivering excess storm water to the Porter Slough through his property located on the north side of Olive Avenue between Fourth Street and the city's rails to trails parkway. The Pioneer Irrigation Company Park Branch Ditch has long been a conduit for storm water conveyances and, during periods of high flow, a portion of the water is diverted to the Porter Slough at an outlet west of the new South Tulare County Courthouse. The ditch traversing through Mr. Shelton's property from the outlet to the Porter Slough is not housed within a recorded easement. The owner and the City have agreed to install a pipeline across the southerly portion of his property, which is an alternate location, that will continue the historical flow pattern through an efficiently designed conveyance system that better serves both the owner and the City.

The City has offered \$1,400 for the 10-foot-wide strip easement (630 square foot) and the owner has agreed to the offer. An appropriation of funds is required from the Storm Drain Fund with construction funds slated in the FY 2015/2016 budget.

RECOMMENDATION: That City Council:

1. Authorize purchase of a storm drain easement from Gregory Shelton;
2. Authorize the Mayor and City Clerk to sign the attached resolution accepting the easement; and
3. Authorize the Finance Director to appropriate the necessary Storm Drain Funds, \$1,400, and issue payment to Mr. Shelton upon receipt of an executed easement.

ATTACHMENTS:

1. Easement Deed, Legal Description, Survey Plat and Resolution

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL THIS
DEED AND TAX STATEMENTS TO:**

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

**NO FEE PURSUANT TO GOVERNMENT
SECTION 27383**

Space above this line for Recorder's Use

EASEMENT DEED

Atlas Sheet	Section	Township	Range	Street/Avenue
G 9	36	T 21 S	R 27 E	Olive Ave.

JAMES GREGORY SHELTON, a single man, GRANTS to the CITY OF PORTERVILLE, a Municipal Corporation an EASEMENT for Ingress and egress and for the installation, operation, maintenance, repair and replacement of storm drain pipeline and appurtenances, upon, over, across and within that certain real property in the City of Porterville, County of Tulare, State of California, described as follows:

See Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof by reference, consisting of two pages.

Dated this _____ day of _____, 2015

James Gregory Shelton

ACKNOWLEDGMENT CALIFORNIA ALL PURPOSE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of _____

} ss

On this the ____ day of _____ 20 __, before me, _____,
Name and Title of the Officer

Personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(for notary seal or stamp)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ACCEPTING AN EASEMENT DEED FOR INGRESS AND EGRESS AND STORM DRAIN
PIPELINE PURPOSES FROM JAMES GREGORY SHELTON

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts an Easement Deed from James Gregory Shelton, for right of way and incidents thereto for ingress, egress and installation, operation, maintenance, repair and replacement of storm drain pipeline and appurtenances upon, over, across and within that certain real property, in the City of Porterville, County of Tulare, State of California, to-wit:

See Exhibit "A" and Exhibit "B" attached hereto and made a part thereof.

BE IT FURTHER RESOLVED that the easement purchase price of \$1,400.00 is hereby approved with Mayor authorized to sign all necessary documents, and said easement deed to be recorded in the office of the Tulare County Recorder. The foregoing has been accepted by the City Council for the City of Porterville.

PASSED, APPROVED AND ADOPTED this ____ day of _____, ____.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

LEGAL DESCRIPTION

Exhibit "A"

That portion of Lots 15, 16 and 17 in Block 31 of the Town of Porterville, in the City of Porterville, County of Tulare, State of California, per map recorded in Book 3, page 18 of Maps, in the Office of the County Recorder of said County, more particularly described as follows:

BEGINNING AT a point in the east line of said Lot 16, said point being distant 23.21 feet north of the Southeast corner of said Lot 16;

THENCE, South 79°08'08" West, a distance of 61.96 feet;

THENCE, North 10°51'52" West, a distance of 10.00 feet;

THENCE, North 79°08'08" East, a distance of 64.09 feet, to a point in the east line of said Lot 15;

THENCE, South 01°11'37" West, along the east line of said Lots 15 and 16, 10.23 feet, to the **POINT OF BEGINNING**.

CONTAINING: 630 square feet (0.01 acres) more or less.

BASIS OF BEARINGS for the parcel described herein is the north line of the Southwest quarter, Section 36, Township 21 South, Range 27 East, Mount Diablo Base & Meridian, taken as South 89°14'49" East, per Record of Survey filed in Book 21 of Licensed Surveys, at page 68 in the Office of Tulare County Recorder.

END OF DESCRIPTION

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

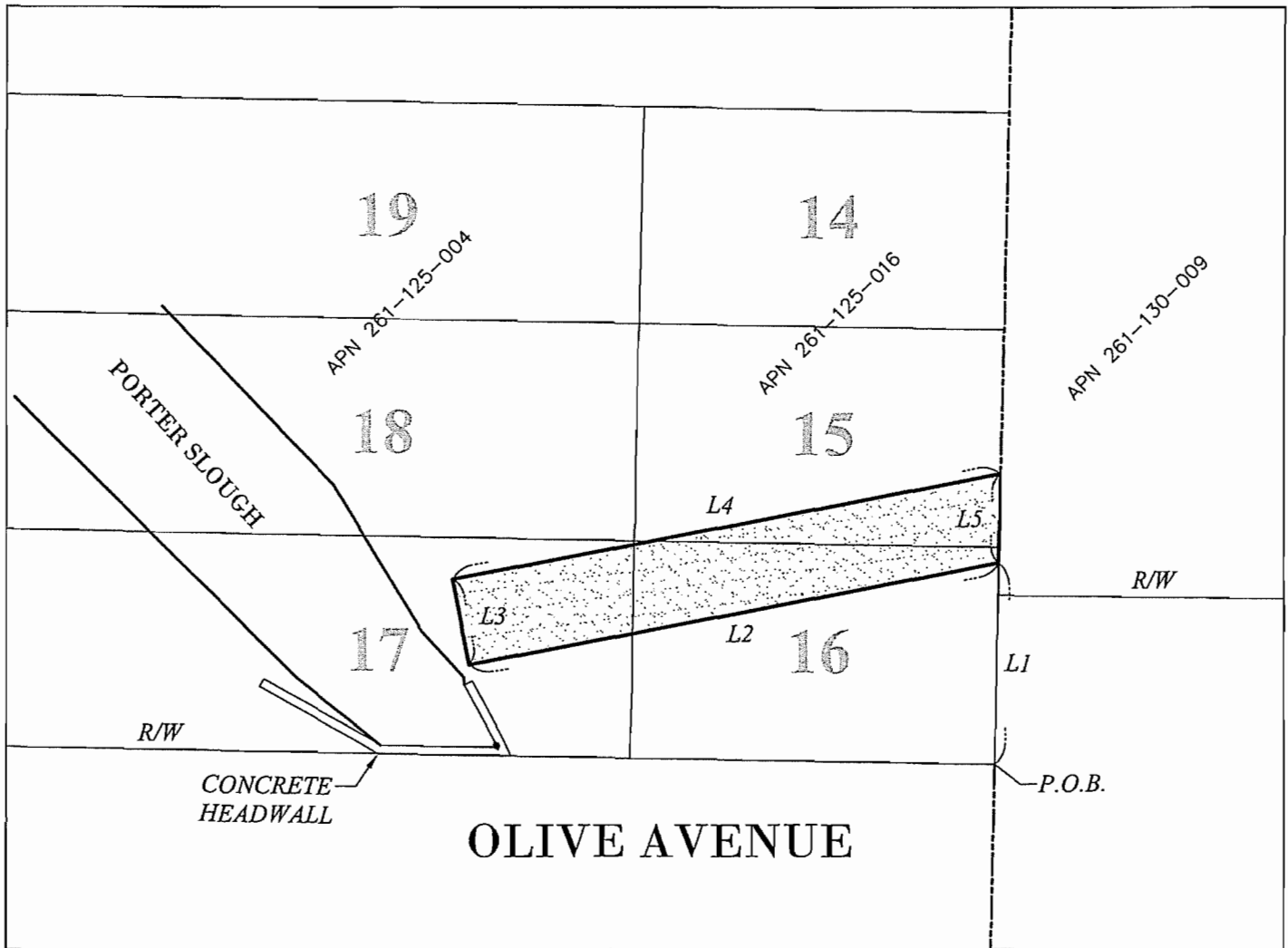
Signature: _____
Michael K. Reed, Licensed Land Surveyor

Date: _____



EASEMENT ACQUISITION MAP

EXHIBIT "B"



LEGEND

15 LOT #
PER BLOCK 31,
R.M. 3-18



EASEMENT AREA

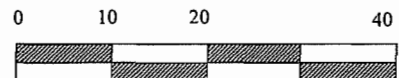
LINE TABLE

Line #	Length	Bearing
L1	23.21	N 01° 11' 37" E
L2	61.96	S 79° 08' 08" W
L3	10.00	N 10° 51' 52" W
L4	64.09	N 79° 08' 08" E
L5	10.23	S 01° 11' 37" W



NORTH

SCALE 1"=20'



SCALE: 1"=20'

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

That portion of Lots 15,16, and 17 in Block 31 of the Town of Porterville, in the City of Porterville, County of Tulare, State of California, per map recorded in Book 3, page 18 of Maps, in the Office of the County Recorder of said County.

OWNER	JAMES SHELTON
APN	261-125-004 AND 016
AREA	630 +/- S.F.
ACRES	.01 +/- AC.
SCALE	1" = 20'
DATE	3-26-15
DRAWN BY	TM
CHECKED BY	DB



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Award Contract for Fiber Installation

SOURCE: Public Works

COMMENT: On May 1, 2015, the Transit Division leased administrative office space at Centennial Plaza for the next three years. In order for transit staff to be connected to the City's network, a fiber connection to the City's Data Center is required.

Staff utilized the California Multiple Award Schedule (CMAS) to seek bids from the four (4) available firms. Staff received a bid from only one firm, GA Technical Services, Inc.

Staff recommends awarding a contract to GA Technical Services, Inc., for the installation and termination of a fiber optic cable in the amount of \$44,472.40 with an additional \$4,447.24 required for the construction contingency (10%). The total estimated cost associated with the project is \$48,919.64.

The City previously awarded a contract to GA Technical Services, Inc., for the installation of a fiber optic cable from the Transit Center to the Data Center. GA Technical Services completed the work on time without additional costs.

Funding for this project is provided by available Proposition 1B and the Federal Transit Administration (FTA).

RECOMMENDATION: That City Council:

1. Authorize a "not to exceed" \$48,919.64 contract to GA Technical Services, Inc., for the transit fiber installation project; and
2. Authorize staff to make payments up to 100% upon satisfactory completion of all work.

ATTACHMENTS: 1. GA Technical Services, Inc. Quote

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



Your Best Power & Network Connection

GA Technical Services, Inc.

Established Since 2002
9229 Archibald Ave • Rancho Cucamonga, CA 91730

Headquarters (909) 944-9222 • Toll Free (877) 909-GATS • Fax (909) 382-9897

Quotation

Installation Site:

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

Customer:

City of Porterville
291 N. Main St.
Porterville, CA. 93257
Attn: Vincent Satamaria

Today's Date: May 29, 2015

#	Description	QTY	UNIT	LABOR	MATERIAL	Tax @ 8.50%	TOTAL
Installation of underground Fiber Optic Run							
1	Provide and Install (1) 2" PVC Sch 40 Conduit	550	FT	\$ 1,386.00	\$ 1,320.00	\$ 112.20	\$ 2,818.20
2	Provide and Install Fiber Optic 2"x3' Pull Box	3	EA	\$ 1,890.00	\$ 7,272.00	\$ 618.12	\$ 9,780.12
3	Provide all equipment and labor to Pot hole and Bi Directional Bore along W. Thurman Ave area for Pull box and Conduit Install	300	FT	\$ 4,725.00	\$ 1,440.00	\$ 122.40	\$ 6,287.40
4	Provide trenching in Alley of City Hall into Street, Finsh to match existing area	120	FT	\$ 5,292.00	\$ 1,728.00	\$ 146.88	\$ 7,166.88
5	Provide trenching in Alley behind new Location into Street, Finish to match existinnng area	100	FT	\$ 4,410.00	\$ 1,440.00	\$ 122.40	\$ 5,972.40
5	Provide Saw cutting and trenching of steps in Alley behind new Location to go into building, Finish to match existinnng area	10	FT	\$ 378.00	\$ 120.00	\$ 10.20	\$ 508.20
6	Provide and Install NEMA 3 Pull box fror entry into new location	1	EA	\$ 113.40	\$ 180.00	\$ 15.30	\$ 308.70
7	Provide Traffic Control	1	EA				\$ 4,700.00
11	Provide and Install 6 Strand SM Indoor/Outdoor Fiber	800	EA	\$ 1,209.60	\$ 1,200.00	\$ 102.00	\$ 2,511.60
13	Provide and Install Rack Mount Fiber Enclosure	2	EA	\$ 151.20	\$ 336.00	\$ 28.56	\$ 515.76
14	Provide and Install SM SC Fiber Adapter Panel	2		\$ 37.80	\$ 180.00	\$ 15.30	\$ 233.10
16	Provide and Install SM SC Fiber Connectors	12	EA	\$ 181.44	\$ 223.20	\$ 18.97	\$ 423.61
17	Provide All Testing of Fiber Optic Cable	12	EA	\$ 384.50	\$ 14.40	\$ 1.22	\$ 400.13
18	Permits required by City	1	EA	\$ -	\$ 780.00	\$ 66.30	\$ 846.30
20	Mobilization	1	EA	\$ 1,131.57	\$ 800.40	\$ 68.03	\$ 2,000.00
21			EA	\$ -	\$ -	\$ -	\$ -
23	SubTotals			\$ 21,290.51	\$ 17,034.00	\$ 1,447.89	\$ 44,472.40
Total:				\$ 21,290.51	\$ 17,034.00	\$ 1,447.89	\$ 44,472.40
						Tax	8.50%

Quote is valid for 30 days from above date.

All Labor and Material is guaranteed for 1 year from from acceptance date.

proposal for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.
Any change involving extra cost of labor or materials will be executed only after submission and acceptance of written change.



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Acceptance of Project - Tomah Avenue Storm Drain Project

SOURCE: Public Works

COMMENT: Greg Bartlett Construction has completed the Tomah Avenue Storm Drain Project per plans and specifications. The project consisted of approximately 398 lineal feet of storm drain piping, connection to existing storm drain manhole and drop inlets, construction of a new storm drain manhole, trench patching, and related appurtenances.

Staff carefully tracks construction costs of all Capital Improvements Projects and reports project construction expenditures when the project is accepted by the City Council. On January 20, 2015, City Council authorized expenditure of \$65,550 for construction, construction management, quality control services and in-house surveying for the Tomah Avenue Storm Drain Project. The following itemizes the construction-related costs in two categories: 1) the construction contract, and 2) a combination of construction management, quality control, and in-house surveying.

1) Final construction cost is \$62,700.

2) Construction management, quality control, and in-house surveying costs are \$4,471.75.

Total project construction costs equate to \$67,171.75, which is 2.4% more than the \$65,550 overall budget approved by Council at the time of award.

Funding for the project was allocated by developer impact fees and was approved in the 2014/2015 Annual Budget for the Tomah Avenue Storm Drain Project.

Greg Bartlett Construction requests that the City accept the project as complete. Staff reviewed the work and found it acceptable.

RECOMMENDATION: That City Council:

1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the release of the 5% retention thirty-five (35)

days after recordation, provided no stop notices have been filed.

ATTACHMENTS: 1. Locator map

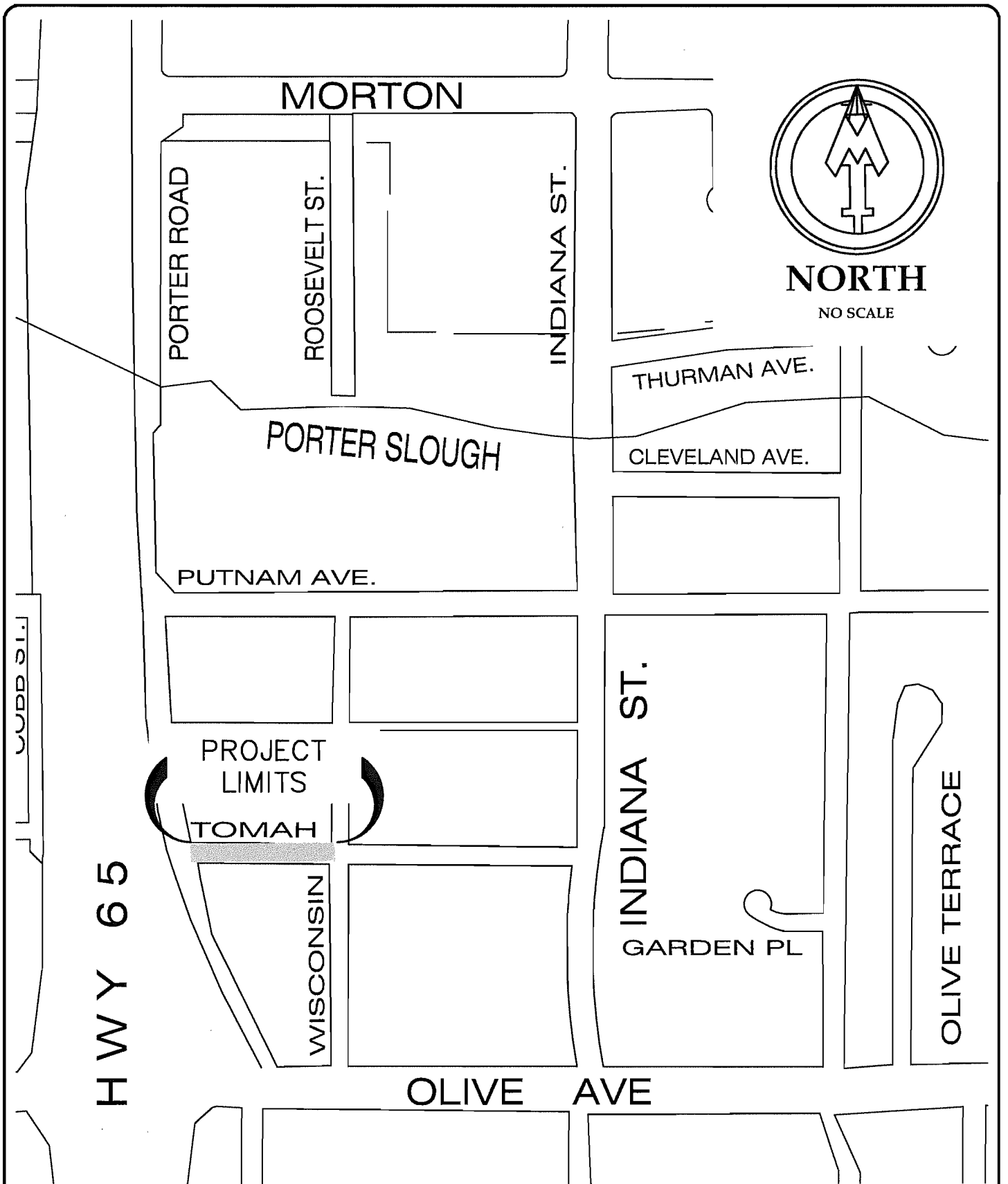
Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE

ENGINEERING DIVISION

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

**Tomah Storm Drain
Project**



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Renewal of Agreement for Animal Shelter Services - City of Woodlake

SOURCE: Police

COMMENT: Currently, the City of Porterville and the City of Woodlake are in an agreement in which the City of Porterville provides animal shelter services to the City of Woodlake. The current agreement expires June 30, 2015. The City of Porterville and the City of Woodlake have an interest in renewing the agreement.

The attached agreement reflects a few minor fee increases from the previous agreement, as well as a change in the length of term of the agreement from five (5) years to one (1) year. The modified agreement has been reviewed by representatives from the City of Woodlake and was found to be acceptable.

RECOMMENDATION: That the City Council:

- 1) Authorize the City of Porterville and the City of Woodlake to enter into the agreement for Animal Shelter Services as presented; and
- 2) Authorize the Mayor and the City Manager to sign all necessary documents.

ATTACHMENTS:

1. Animal Shelter Services Agreement - Woodlake
2. Prior Animal Shelter Services Agreement - Woodlake

Appropriated/Funded: MB

Review By:

Department Director:
Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

**AGREEMENT FOR
ANIMAL SHELTER SERVICES**

THIS AGREEMENT is made and entered into the 1st day of July, 2015, between the City of Porterville hereinafter referred to as "Porterville" and the City of Woodlake, hereinafter referred to as "Woodlake."

WITNESSETH

WHEREAS, Porterville has assumed control over the Animal Shelter facility located at 23611 Road 196, Lindsay, CA, and is operating said facility for purposes of sheltering animals in accordance with the laws of the State of California; and

WHEREAS, Woodlake has determined that it is in the best interest of Woodlake to contract with Porterville for the sheltering of animals picked up in Woodlake; and

WHEREAS, pursuant to Government Code Section 51301, Porterville is authorized to contract with Woodlake and Woodlake is authorized to contract with Porterville for the performance by appropriate Porterville officers and employees of Woodlake functions; and

NOW, THEREFORE, IT IS AGREED as follows:

1. ANIMAL SHELTER SERVICES

- A. Shelter Facility Care: Porterville shall maintain a humane and sanitary animal shelter that complies with all Federal, State and County statutes and regulations. This facility shall be suitable for the safe sheltering and proper care of all dogs, cats and other animals (wild or domestic) which may be impounded, or otherwise

come into the custody of Woodlake, pursuant to the provisions of the Woodlake Municipal Code, or other regulation. After receipt of an animal at the shelter facility, animals requiring veterinary observation or treatment may be taken to a veterinary facility of Porterville's choice and Woodlake shall incur all associated costs for such care and impoundment. Animals that are deemed sick or injured prior to being housed at the shelter will not be accepted until such time they have been treated by a veterinarian and cleared for sheltering. Woodlake will be responsible for all costs related to follow up care and medication. Animals subject to quarantine away from the owner's premises shall be sheltered in facilities approved by the County Health Officer pursuant to State rabies control statutes and regulations.

B. Holding Period: Animals impounded by Woodlake shall be held for redemption for the minimum period required by statute; however, Porterville reserves the right to euthanize any sick or injured animal before the expiration of the minimum holding period upon the recommendation of a veterinarian, or when otherwise authorized by statute. Animals held as evidence in a criminal investigation or prosecution shall be held until released by the investigating officer, prosecutor, or a court order. Time of impoundment for the purpose of this agreement shall begin when an animal arrives at the shelter, or in the case of an animal impounded at a veterinary kennel or other premises, when notice describing the animal and the circumstances of its impoundment is received by staff at the shelter.

C. Disposition of Impounded Animals: Woodlake's right to custody of any animal impounded for the minimum period required by this agreement shall pass to

Porterville upon the expiration of said period and Woodlake shall thereafter have no responsibility for the care or the costs of sheltering of said animal. After expiration of said period, and after giving any notice required by law, Porterville in its sole discretion, may hold the animal for a longer period, or may place the animal for adoption, release to a Rescue Group or may dispose of the animal.

D. Dead Animals: Porterville shall provide for the safe and sanitary disposal of all dead animals coming into its possession and of all animals destroyed by Porterville pursuant to the terms of this agreement.

E. Other Animal Control Services: This service agreement provides solely for the sheltering of animals picked up in Woodlake, by Woodlake employees. This agreement does not provide for Porterville to provide any other animal control services to Woodlake. Additionally, Porterville will not provide for the licensing of animals belonging to Woodlake residents, and Porterville will not serve as Hearing Officer for Woodlake on vicious animal complaints and hearings. Woodlake will be responsible for written notification of hearing dispositions or other actions associated with animals brought into the shelter in order to ensure that animals are held the appropriate amount of time and are not held for excessive amounts of time. Porterville will work cooperatively with Woodlake staff in an effort to identify the owners of any animal brought into the facility and assist in taking action to reunite an animal with the rightful owners.

F. Hours of Operation: Porterville shall provide suitable office hours at the animal shelter facility for the convenience of Woodlake residents seeking to reclaim their

animals. Porterville will staff the facility and receive animals from Woodlake on Monday through Saturday, between the hours of 9:00 a.m. to 5:00 p.m., excluding holidays; however, the days or hours of operation of the shelter are subject to change as Porterville deems necessary. The shelter facility will be open to the public during these days and hours.

2) VETERINARIAN CARE

In providing care for any animal coming into its possession pursuant to this agreement, Porterville's decision to obtain veterinary services, Porterville's selection of a veterinarian, and Porterville's approval of veterinary fees for care and treatment of the animal, shall be final.

3) RECORDS

Porterville shall keep appropriate records and statistics regarding all services performed under this agreement. Woodlake may inspect and receive copies of said records upon request.

4) HOLD HARMLESS

Porterville shall hold harmless, defend and indemnify Woodlake, its officers, agents, and employees from and against any liability, claims, action, cost, damage, or losses for injury, including death, to any person, or damage to any property arising out of Porterville's activities under this agreement. Woodlake shall hold harmless, defend, and indemnify Porterville, its officers, agents, and employees from and against any liability claims, actions, cost, damages or losses for injury, including death, to any

person or damage to any property arising out of Woodlake's activities under this agreement.

5) TERM AND TERMINATION

- A. This agreement shall become effective on July 1, 2015, and shall continue until June 30, 2016. This agreement shall renew automatically each year unless terminated by either party.
- B. At a time that is agreeable to both Porterville and Woodlake, or in March of each year, Porterville and Woodlake will review the current charges for services to determine the need for adjustment. If adjustments are decided upon, an updated agreement will be prepared by Porterville and adjustments will take effect on July 1 of the current year.
- C. Either party may terminate this agreement at any time by delivering written notice of termination no less than 180 days prior to the date of termination.
- D. Upon construction of an animal shelter in Porterville, Porterville may opt to move all animals to the Porterville site and discontinue the use of the shelter in Lindsay. At that time, Woodlake may deliver their animals to the Porterville facility or terminate this agreement.
- E. Either party may terminate this agreement for material breach if the other party fails to remedy said breach within thirty (30) days after receiving written notice setting forth in detail the facts constituting said breach.

6) CHARGE FOR SERVICES

As consideration for Porterville carrying out the obligations and responsibilities as specified in this agreement, Woodlake agrees to compensate Porterville pursuant to the following fees for the listed action:

A. Sheltering Service:

- | | |
|--------------------------------------|-------------------------|
| 1. Dog or Cat | \$45.00 per impoundment |
| 2. Dog or Cat (Quarantine) | \$55.00 per impoundment |
| 3. Evidence Fowl | \$7.00 per day |
| 4. Horse, Cow, Goat, etc. | \$12.00 per day |
| 5. Protective Custody/ Evidence Hold | \$9.00 per day |
| 6. Other Evidence Hold | \$9.00 per day |
| 7. Dead Animal Disposal | \$9.00 per animal |

B. Veterinary Services: Woodlake shall reimburse Porterville for the cost of all veterinary services rendered for the examination and treatment of animals coming into Porterville's possession pursuant to the provisions of this agreement within thirty (30) days of receipt of an itemized bill. Veterinary services will be engaged for any animal in Porterville's possession when it is deemed to be in need of such services.

7) NOTICES

Any notice to be given in accordance with the provisions of this Agreement shall be in writing and shall be served either by personal delivery or by first class mail, postage prepaid and addressed as listed below:

City of Porterville
Attn: John Lollis, City Manager
291 North Main Street
Porterville, CA 93257

City of Woodlake
Attn: Ramon Lara, City Administrator
350 North Valencia Boulevard
Woodlake, CA 93286

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

FOR THE CITY OF PORTERVILLE

Milt Stowe, Mayor

Date

John D. Lollis, City Manager

Date

FOR THE CITY OF WOODLAKE

Rudy Mendoza, Mayor

Date

Ramon Lara, City Administrator

Date

AGREEMENT FOR ANIMAL SHELTERING SERVICE

THIS AGREEMENT, made and entered into this 17th day of July, 2012, between the City of Porterville hereinafter referred to as "Porterville" and the City of Woodlake, hereinafter referred to as "Woodlake":

WITNESSETH

WHEREAS, Porterville is operating an Animal Shelter facility located at 23611 Road 196, Lindsay, CA and is operating said facility for purposes of sheltering animals in accordance with the laws of the State of California; and

WHEREAS, Woodlake has a need for animal sheltering and has determined that it is in the best interest of Woodlake to contract with Porterville for the sheltering of animals picked up in Woodlake; and

WHEREAS, Pursuant to Government Code Section 51301, Porterville is authorized to contract with Woodlake and Woodlake is authorized to contract with Porterville for the performance by appropriate Porterville officers and employees of Woodlake functions;

NOW, THEREFORE, IT IS AGREED as follows:

1. ANIMAL SHELTERING SERVICES

- A. Shelter Facility Care: Porterville shall maintain a humane and sanitary animal shelter that complies with all Federal, State and County statutes and regulations. This facility shall be suitable for the safe sheltering and proper care of all dogs, cats and other animals (wild or domestic) which may be impounded, or otherwise come into the custody of Woodlake, pursuant to the provisions of the Woodlake Municipal Code, or other regulation. After receipt of an animal at the shelter facility, animals requiring veterinary observation or treatment may be taken to a veterinary clinic of Porterville's choice. Animals subject to quarantine away from the owner's premises shall be sheltered at this facility and held for ten (10) days pursuant to state rabies control statutes and regulations.
- B. Holding Period: Animals impounded by Woodlake shall be held for redemption at the Porterville Shelter for a minimum period of six (6) days;

Animal Shelter Agreement (City of Woodlake)

however, Porterville reserves the right to euthanize any sick or injured animal before the expiration of the minimum holding period upon the recommendation of a veterinarian, or when otherwise authorized by statute. Animals held as evidence in a criminal investigation or prosecution shall be held until released by the investigating officer, prosecutor, or a court order. Time of impoundment for the purpose of this agreement shall begin when an animal arrives at the shelter, or in the case of an animal impounded at a veterinary kennel or other premises, when the circumstances of its impoundment is received by staff at the shelter.

- C. Sick or Injured Animals: Porterville will not accept or intake any animal that is sick or injured. Prior to delivery of sick or injured animals to the facility, Woodlake shall have the sick or injured animal examined and treated at a veterinary clinic. Thereafter, the animal may be delivered to the staff at the Porterville Shelter for intake. At this time, staff will receive any special instructions for care of the animal. Woodlake will be charged for any additional charges incurred by Porterville for follow-up care with the veterinarian or special medicine or treatment. Any additional charges will be itemized by the veterinarian or shelter staff.
- D. Disposition of Impounded Animals: Woodlake's right to custody of any animal; impounded for the minimum holding period required by this agreement shall pass to Porterville upon the expiration of the holding period and Woodlake shall thereafter have no responsibility for the care or the costs of sheltering of said animal. After expiration of this period, Porterville may at its sole discretion, hold the animal for a longer period, or may place the animal for adoption, release to a Rescue Group or may dispose of the animal.
- E. Dead Animals: Porterville shall provide for the safe and sanitary disposal of all dead animals coming into its possession and of all animals destroyed by Porterville pursuant to the terms of this agreement.
- F. Hours of Operation: Porterville shall provide suitable office hours at the animal shelter facility for the convenience of Woodlake residents seeking

Animal Shelter Agreement (City of Woodlake)

to reclaim their animals. Porterville will staff the facility and receive animals from Woodlake on Monday through Saturday, between the hours of 9:00 a.m. to 5:00 p.m., excluding holidays; however, the days or hours of operation of the shelter are subject to change as Porterville deems necessary. The shelter facility will be open to the public during the same days and hours.

G. Other Animal Control Services: This service agreement provides solely for the sheltering of animals picked up in Woodlake, by Woodlake employees. This agreement is not intended for Porterville to provide any animal control/enforcement services to Woodlake. Additionally, Porterville will not provide for the licensing of animals belonging to Woodlake residents, and Porterville will not serve as Hearing Officer for Woodlake on vicious animal complaints and hearings. Woodlake will be responsible for written notification of hearing dispositions or other actions associated with animals brought into the shelter in order to ensure that animals are held the appropriate amount of time and are not held for excessive amounts of time. Porterville will work cooperatively with Woodlake staff in an effort to identify the owners of any animal brought into the facility and take action to re-unite an animal with the rightful owner.

2. VETERINARIAN CARE

In providing care for any animal coming into its possession pursuant to this agreement, Porterville's decision to obtain veterinary services, Porterville's selection of a veterinarian, and Porterville's approval of veterinary fees for care and treatment of the animal, shall be final.

3. RECORDS

Porterville shall maintain appropriate records and statistics regarding all services performed under this agreement. Woodlake may inspect and receive copies of such records upon request.

4. HOLD HARMLESS

Porterville shall hold harmless, defend and indemnify Woodlake, it's officers, agents, and employees from and against any liability, claims, action, cost, damage, or losses for injury, including death, to any person, or damage to any property arising out of Porterville's activities pursuant to this agreement. Woodlake shall hold harmless, defend, and indemnify Porterville, it's officers, agents, and employees from and against any liability claims, actions, cost, damages or losses for injury, including death, to any person or damage to any property arising out of Woodlake's activities pursuant to this agreement.

5. TERMS AND TERMINATION

- A. This agreement shall become effective on August 1, 2012, and shall continue until June 30, 2015, at which time it will be reviewed and considered for renewal, unless there is a desire to terminate by either party.
- B. Either party may terminate this agreement with or without cause upon proper delivery of a thirty (30) day written notice of termination to the other party.
- C. Either party may terminate this agreement for material breach if the other party fails to remedy said breach within thirty (30) days after receiving written notice setting forth in detail the facts constituting said breach.

6. CHARGE FOR SERVICES

As consideration for Porterville carrying out the obligations and responsibilities as specified in this agreement, Woodlake agrees to compensate Porterville pursuant to the following fees:

A. Sheltering Service:

- 1. Dog or cat \$40.00 per animal

(Dog or cat litters shall be treated and counted as individual animals and charged accordingly)

Animal Shelter Agreement (City of Woodlake)

- | | |
|---------------------------------------|--------------------|
| 2. Dog or Cat (Quarantine) | \$50.00 per animal |
| 3. Evidence fowl | \$6.00 per day |
| 4. Horse, cow, goat, etc. | \$10.00 per day |
| 5. Protective custody / evidence hold | \$8.00 per day |
| 6. Other animal hold | \$8.00 per day |
| 7. Dead animal disposal | \$8.00 per animal |

(An impounded dog or cat will be held for a minimum of six days. Any requirement to keep the animal longer will be charged an additional \$8.00 per day).

B. Veterinary Services: Woodlake shall reimburse Porterville for the cost of all veterinary services rendered for the examination and treatment of animals coming into Porterville's possession from Woodlake and pursuant to the provisions of this agreement, within thirty (30) days of receipt of an itemized bill. Billings for "veterinary services" will only apply to the examination or treatment of animals believed by Porterville to be sick or injured and which cannot be euthanized or which must be held as evidence in a criminal case.

7. NOTICES

Any notice to be given in accordance with the provisions of this Agreement shall be in writing and shall be served either by personal delivery or by first class mail, postage prepaid and addressed as listed below:

City of Porterville
Attn: John Lollis, City Manager
291 North Main Street
Porterville, CA 93257

City of Woodlake
Attn: Ramon Lara, City Administrator
350 No. Valencia Street
Woodlake, CA 93286

Animal Shelter Agreement (City of Woodlake)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be
executed as of the day and year first above written.

FOR CITY OF PORTERVILLE

Virginia D. Dunn

Mayor

7-19-12

Date

Patsy Hult

City Clerk, CHIEF DEPUTY

7-19-12

Date

FOR CITY OF WOODLAKE

Paul Gopler

Mayor

07-23-12

Date

Dore Zocari

City Clerk

7-23-12

Date





CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Renewal of Agreement for Animal Shelter Services - City of Lindsay

SOURCE: Police

COMMENT: Currently, the City of Porterville and the City of Lindsay are in an agreement in which the City of Porterville provides animal shelter services to the City of Lindsay. The current agreement expires June 30, 2015. The City of Porterville and the City of Lindsay have an interest in renewing the agreement.

The attached agreement reflects a few minor fee increases from the previous agreement, as well as a change in the length of term of the agreement from five (5) years to one (1) year. The modified agreement has been reviewed by representatives from the City of Lindsay and was found to be acceptable.

RECOMMENDATION: That the City Council:

- 1) Authorize the City of Porterville and the City of Lindsay to enter into the agreement for Animal Shelter Services as presented; and
- 2) Authorize the Mayor and the City Manager to sign all necessary documents.

ATTACHMENTS:

1. Animal Shelter Services Agreement - Lindsay
2. Prior Animal Shelter Services Agreement - Lindsay

Appropriated/Funded: MB

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

**AGREEMENT FOR
ANIMAL SHELTER SERVICES**

THIS AGREEMENT is made and entered into the 1st day of July, 2015, between the City of Porterville hereinafter referred to as "Porterville" and the City of Lindsay, hereinafter referred to as "Lindsay."

WITNESSETH

WHEREAS, Porterville has assumed control over the Animal Shelter facility located at 23611 Road 196, Lindsay, CA, and is operating said facility for purposes of sheltering animals in accordance with the laws of the State of California; and

WHEREAS, Lindsay has determined that it is in the best interest of Lindsay to contract with Porterville for the sheltering of animals picked up in Lindsay; and

WHEREAS, pursuant to Government Code Section 51301, Porterville is authorized to contract with Lindsay and Lindsay is authorized to contract with Porterville for the performance by appropriate Porterville officers and employees of Lindsay functions; and

NOW, THEREFORE, IT IS AGREED as follows:

1. ANIMAL SHELTER SERVICES

- A. Shelter Facility Care: Porterville shall maintain a humane and sanitary animal shelter that complies with all Federal, State and County statutes and regulations. This facility shall be suitable for the safe sheltering and proper care of all dogs, cats and other animals (wild or domestic) which may be impounded, or otherwise come into the custody of Lindsay, pursuant to the provisions of the Lindsay

Municipal Code, or other regulation. After receipt of an animal at the shelter facility, animals requiring veterinary observation or treatment may be taken to a veterinary facility of Porterville's choice and Lindsay shall incur all associated costs for such care and impoundment. Animals that are deemed sick or injured prior to being housed at the shelter will not be accepted until such time they have been treated by a veterinarian and cleared for sheltering. Lindsay will be responsible for all costs related to follow up care and medication. Animals subject to quarantine away from the owner's premises shall be sheltered in facilities approved by the County Health Officer pursuant to State rabies control statutes and regulations.

B. Holding Period: Animals impounded by Lindsay shall be held for redemption for the minimum period required by statute; however, Porterville reserves the right to euthanize any sick or injured animal before the expiration of the minimum holding period upon the recommendation of a veterinarian, or when otherwise authorized by statute. Animals held as evidence in a criminal investigation or prosecution shall be held until released by the investigating officer, prosecutor, or a court order. Time of impoundment for the purpose of this agreement shall begin when an animal arrives at the shelter, or in the case of an animal impounded at a veterinary kennel or other premises, when notice describing the animal and the circumstances of its impoundment is received by staff at the shelter.

C. Disposition of Impounded Animals: Lindsay's right to custody of any animal impounded for the minimum period required by this agreement shall pass to Porterville upon the expiration of said period and Lindsay shall thereafter have no

responsibility for the care or the costs of sheltering of said animal. After expiration of said period, and after giving any notice required by law, Porterville in its sole discretion, may hold the animal for a longer period, or may place the animal for adoption, release to a Rescue Group or may dispose of the animal.

D. Dead Animals: Porterville shall provide for the safe and sanitary disposal of all dead animals coming into its possession and of all animals destroyed by Porterville pursuant to the terms of this agreement.

E. Other Animal Control Services: This service agreement provides solely for the sheltering of animals picked up in Lindsay, by Lindsay employees. This agreement does not provide for Porterville to provide any other animal control services to Lindsay. Additionally, Porterville will not provide for the licensing of animals belonging to Lindsay residents, and Porterville will not serve as Hearing Officer for Lindsay on vicious animal complaints and hearings. Lindsay will be responsible for written notification of hearing dispositions or other actions associated with animals brought into the shelter in order to ensure that animals are held the appropriate amount of time and are not held for excessive amounts of time. Porterville will work cooperatively with Lindsay staff in an effort to identify the owners of any animal brought into the facility and assist in taking action to reunite an animal with the rightful owners.

F. Hours of Operation: Porterville shall provide suitable office hours at the animal shelter facility for the convenience of Lindsay residents seeking to reclaim their animals. Porterville will staff the facility and receive animals from Lindsay on

Monday through Saturday, between the hours of 9:00 a.m. to 5:00 p.m., excluding holidays; however, the days or hours of operation of the shelter are subject to change as Porterville deems necessary. The shelter facility will be open to the public during these days and hours.

2) VETERINARIAN CARE

In providing care for any animal coming into its possession pursuant to this agreement, Porterville's decision to obtain veterinary services, Porterville's selection of a veterinarian, and Porterville's approval of veterinary fees for care and treatment of the animal, shall be final.

3) RECORDS

Porterville shall keep appropriate records and statistics regarding all services performed under this agreement. Lindsay may inspect and receive copies of said records upon request.

4) HOLD HARMLESS

Porterville shall hold harmless, defend and indemnify Lindsay, its officers, agents, and employees from and against any liability, claims, action, cost, damage, or losses for injury, including death, to any person, or damage to any property arising out of Porterville's activities under this agreement. Lindsay shall hold harmless, defend, and indemnify Porterville, its officers, agents, and employees from and against any liability claims, actions, cost, damages or losses for injury, including death, to any person or damage to any property arising out of Lindsay's activities under this agreement.

5) TERM AND TERMINATION

- A. This agreement shall become effective on July 1, 2015, and shall continue until June 30, 2016. This agreement shall renew automatically each year unless terminated by either party.
- B. At a time that is agreeable to both Porterville and Lindsay, or in March of each year, Porterville and Lindsay will review the current charges for services to determine the need for adjustment. If adjustments are decided upon, an updated agreement will be prepared by Porterville and adjustments will take effect on July 1 of the current year.
- C. Either party may terminate this agreement at any time by delivering written notice of termination no less than 180 days prior to the date of termination.
- D. Upon construction of an animal shelter in Porterville, Porterville may opt to move all animals to the Porterville site and discontinue the use of the shelter in Lindsay. At that time, Lindsay may deliver their animals to the Porterville facility or terminate this agreement.
- E. Either party may terminate this agreement for material breach if the other party fails to remedy said breach within thirty (30) days after receiving written notice setting forth in detail the facts constituting said breach.

6) CHARGE FOR SERVICES

As consideration for Porterville carrying out the obligations and responsibilities as specified in this agreement, Lindsay agrees to compensate Porterville pursuant to the following fees for the listed action:

A. Sheltering Service:

- | | |
|--------------------------------------|-------------------------|
| 1. Dog or Cat | \$35.00 per impoundment |
| 2. Dog or Cat (Quarantine) | \$50.00 per impoundment |
| 3. Evidence Fowl | \$6.00 per day |
| 4. Horse, Cow, Goat, etc. | \$10.00 per day |
| 5. Protective Custody/ Evidence Hold | \$7.00 per day |
| 6. Other Evidence Hold | \$8.00 per day |
| 7. Dead Animal Disposal | \$7.00 per animal |

B. Veterinary Services: Lindsay shall reimburse Porterville for the cost of all veterinary services rendered for the examination and treatment of animals coming into Porterville's possession pursuant to the provisions of this agreement within thirty (30) days of receipt of an itemized bill. Veterinary services will be engaged for any animal in Porterville's possession when it is deemed to be in need of such services.

7) NOTICES

Any notice to be given in accordance with the provisions of this Agreement shall be in writing and shall be served either by personal delivery or by first class mail, postage prepaid, and addressed as listed below:

City of Porterville
Attn: John Lollis, City Manager
291 North Main Street
Porterville, CA 93257

City of Lindsay
Attn: Tamara Laken, Acting City Manager
251 East Honolulu Street
Lindsay, CA 93247

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

FOR THE CITY OF PORTERVILLE

Milt Stowe, Mayor

Date

John D. Lollis, City Manager

Date

FOR THE CITY OF LINDSAY

Ramona Villarreal-Padilla, Mayor

Date

Tamara Laken, Acting City Manager

Date

**AGREEMENT FOR
ANIMAL SHELTERING SERVICE**

THIS AGREEMENT, made and entered into this 1st day of February, 2010, between the City of Porterville hereinafter referred to as "Porterville" and the City of Lindsay, hereinafter referred to as "Lindsay":

WITNESSETH

WHEREAS, Porterville has assumed control over the Animal Shelter facility located at 23611 Road 196, Lindsay, CA and is operating said facility for purposes of sheltering animals in accordance with the laws of the State of California; and

WHEREAS, Lindsay has determined that it is in the best interest of Lindsay to contract with Porterville for the sheltering of animals picked up in Lindsay; and

WHEREAS, pursuant to Government Code Section 51301, Porterville is authorized to contract with Lindsay and Lindsay is authorized to contract with Porterville for the performance by appropriate Porterville officers and employees of Lindsay functions; and

NOW, THEREFORE, IT IS AGREED as follows:

1. SHELTER SERVICE

- A. Location and Capacity: Porterville shall maintain humane and sanitary facilities suitable for the sheltering of all dogs, cats and other animals which may be impounded, or otherwise come into it's custody, from Lindsay pursuant to the provisions of the Lindsay Municipal Code, or pursuant to State laws and regulations. Animals requiring veterinary observation or treatment may be impounded at veterinary facilities of

Animal Shelter Agreement (Lindsay)

Porterville's choice. Animals subject to quarantine away from the owner's premises shall be sheltered in facilities approved by the County Health Officer pursuant to State rabies control statutes and regulations.

B. Holding Period: Animals impounded from Lindsay shall be held for redemption for the minimum period required by statute; however, Porterville reserves the right to euthanize any sick or injured animal before the expiration of the minimum holding period upon the recommendation of a veterinarian, or when otherwise authorized by statute. Animals held as evidence in a criminal investigation or prosecution shall be held until released by the investigating officer, prosecutor, or a court order. Time of impoundment for the purpose of this agreement shall begin when an animal arrives at the shelter, or in the case of an animal impounded at a veterinary kennel or other premises, when notice describing the animal and the circumstances of its impoundment is posted in a public place at the shelter.

C. Disposition of Impounded Animals: Lindsay's right to custody of any animal; impounded for the minimum period required by this agreement shall pass to Porterville upon the expiration of said period and Lindsay shall thereafter have no responsibility for the care or the costs of sheltering of said animal. After expiration of said period, and after giving any notice required by law, Porterville in its sole discretion, may hold the animal for a longer period, or may place the animal for adoption, or may dispose of the animal.

D. Dead Animals: Porterville shall provide for the safe and sanitary disposal of all dead animals coming into its possession and of all animals destroyed by Porterville pursuant to the terms of this agreement.

E. Other Animal Control Services: This agreement does not provide for Porterville to provide any animal control services to Lindsay. Additionally, it does not provide for the licensing of animals of Lindsay residents.

2. VETERINARIAN CARE

In providing care for any animal coming into its possession pursuant to this agreement, Porterville's decision to obtain veterinary services, Porterville's selection of a veterinarian, and Porterville's approval of veterinary fees for care and treatment of the animal, shall be final.

3. RECORDS

Porterville shall keep appropriate records and statistics regarding all services performed under this agreement. Lindsay may inspect and receive copies of said records upon request.

4. HOLD HARMLESS

Porterville shall hold harmless, defend and indemnify Lindsay, its officers, agents, and employees from and against any liability, claims, action, cost, damage, or losses for injury, including death, to any person, or damage to any property arising out of Porterville's activities under this agreement. Lindsay shall

hold harmless, defend, and indemnify Porterville, its officers, agents, and employees from and against any liability claims, actions, cost, damages or losses for injury, including death, to any person or damage to any property arising out of Lindsay's activities under this agreement.

5. TERM AND TERMINATION

- A. This agreement shall become effective on February 1, 2010, and shall continue until June 30, 2015, at which time it will be renewed automatically unless terminated by either party.
- B. Either party may terminate this agreement at the end of the fifth year by delivering written notice of termination on or before the preceding December 31st.
- C. Upon construction of an animal shelter in Porterville, Porterville may opt to move all animals to the Porterville site and discontinue the use of the shelter in Lindsay. At that time, Lindsay may deliver their animals to the Porterville facility or terminate this agreement. Porterville reserves the right to continue to operate the Lindsay facility and offer sheltering services to Lindsay only upon the formation of a Joint Powers Authority (or other agreements) which would provide for sheltering services to other jurisdictions in Tulare County. Should such agreements or JPA not develop, either Porterville or Lindsay may terminate this agreement prior to the end of the five (5) year period.

- D. Either party may terminate this agreement for material breach if the other party fails to remedy said breach within thirty (30) days after receiving written notice setting forth in detail the facts constituting said breach.

6. CHARGE FOR SERVICES

Lindsay agrees to pay Porterville, the following fees for the listed action:

A. Sheltering Service:

- | | |
|---------------------------------------|----------------------------|
| 1. Dog or cat | \$30.00 per impoundment |
| 2. Dog or Cat (Quarantine) | \$50.00 per impoundment |
| 3. Evidence fowl | \$6.00 per day |
| 4. Horse, cow, goat, etc. | Actual cost at market rate |
| 5. Protective custody / evidence hold | \$6.00 per day |
| 6. Other evidence hold | Actual cost at market rate |
| 7. Dead animal disposal | \$6.00 per animal |

- B. Veterinary Services: Lindsay shall reimburse Porterville for the cost of all veterinary services rendered for the examination and treatment of animals coming into Porterville's possession pursuant to the provisions of this agreement, within thirty (30) days of receipt of an itemized bill. Billings for "veterinary services" will only apply to the examination or treatment of animals believed by Porterville to be sick or injured and which cannot be euthanized or which must be held as evidence in a criminal case.

Animal Shelter Agreement (Lindsay)

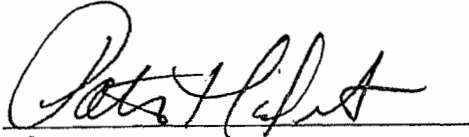
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
day and year first above written.

CITY OF PORTERVILLE



ATTEST:

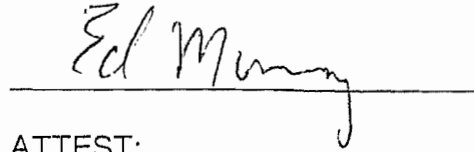
JOHN LOLLIS



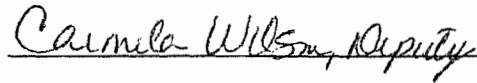
By:

CHIEF DEPUTY
City Clerk

CITY OF LINDSAY



ATTEST:



City Clerk



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Request To Apply For Edward Byrne Memorial Justice Assistance Grant Funds

SOURCE: Police

COMMENT: The City of Porterville has received notification that our jurisdiction is eligible to apply to the Bureau of Justice Assistance for a grant award of \$15,275. The City of Porterville Police Department requests approval to file the grant application for funds from the Edward Byrne Memorial Justice Assistance Grants Program, established within the Bureau of Justice Assistance.

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

It is proposed at this time, if the City is awarded the JAG Grant, the funds be used to help offset costs that will be incurred as the department implements its Body Worn Camera (BWC) Program.

RECOMMENDATION: That the City Council:

- 1) Authorize the filing of the grant application;
- 2) Authorize the Mayor and City Manager to sign all necessary documents as they pertain to the grant; and
- 3) Authorize a budget adjustment upon receipt of the funds.

ATTACHMENTS: 1. Resolution-2015 Edward Byrne Grant

Appropriated/Funded: MB

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____

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

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

1. That the Porterville Police Department apply for FY2015 Edward Byrne Memorial Justice Assistance Grant (JAG) funds; and
2. That the City of Porterville accept the FY2015 Edward Byrne Memorial Justice Assistance Grant (JAG) funds when received; and
3. That the Police Department proposed budget appropriation for Fiscal Year 2015/2016 be increased \$15,275 from JAG funds received to allow for the expenditure of those Grant Funds to help offset costs that will be incurred as the department implements their Body Worn Camera (BWC) Program.

PASSED, APPROVED, AND ADOPTED this 16th day of June, 2015.

Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Approval of Memorandum of Understanding of the Tule River Basin Integrated Regional Water Management Plan Group

SOURCE: Public Works

COMMENT: On May 5, 2015, City Council authorized the participation in the Tule River Basin Integrated Regional Water Management Plan ("IRWMP" or "Plan") group. As a public agency providing water services, the City of Porterville has been invited to participate in the Tule River Basin IRWMP group. The concept was initiated by the Deer Creek & Tule River Authority and its member districts with the intent to take advantage of special funding opportunities provided to regions with an IRWMP. Realizing that the Plan should consider all significant water users within the Tule River Sub-basin, the Deer Creek & Tule River Authority has asked the City of Porterville, as well as the County of Tulare, Angiola Water District, and Deer Creek Storm Water District to participate. All have agreed to participate.

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

The IRWMP plan is being prepared by Dennis R. Keller, Consulting Civil Engineer, Inc., and each stakeholder shall share the cost equally. It is roughly estimated that each stakeholder will incur a cost of \$10,000. Staff is currently reviewing the draft and several comments are anticipated.

Attached is the final version of the Memorandum of Understanding that all agencies have approved. It has been reviewed by the City Attorney, as well as staff from Public Works and Community Development Departments. Staff supports the language of the Memorandum of Understanding.

RECOMMENDATION: That the City Council:

1. Reaffirm interest in becoming a stakeholder in the Tule River Basin Integrated Regional Water Management Plan; and
2. Authorize the Mayor and City Attorney to execute the

attached Memorandum of Understanding.

ATTACHMENTS: 1. Memorandum of Understanding - Tule River Basin
IRWMP Group

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

MEMORANDUM OF UNDERSTANDING
Tule River Basin IRWMP Group

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

RECITALS:

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

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

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

WHEREAS, the Parties are aware and acknowledge that this Agreement and the IRWMP are intended to comply with the Integrated Regional Water Management Planning Act of 2002 and the MOU is not for the purpose of forming a "groundwater sustainability agency" and the IRWMP is not intended to be a "groundwater sustainability plan" as those terms are defined by the Sustainable Groundwater Management Act of 2014 (SB 1168, AB 1739 and SB 1319, signed into law on September 16, 2014 referred to as "SGMA");

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

Section 1: Definitions

1.1 “Tule River Basin” for the purposes of the IRWMP shall mean the area covered by the parties to this IRWMP, which will hereafter be determined by the Parties that become a party to the IRWMP. Parties acknowledge the boundaries of this Tule River Basin IRWMP are not the same boundaries of the Tule Basin as defined in California Department of Water Resources Bulletin 118.

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

1.3 “Tule River Basin IRWMP Group” shall mean the group of parties that have agreed to be a party to this MOU, which the parties hereto agree shall be responsible for preparation and implementation of the Tule River Basin IRWMP. The Tule River Basin IRWMP Group shall be governed and managed as provided in Section 4 herein.

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

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

Section 2: Purposes and Goals

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

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

2.1.2 Follow the notice, hearing and other procedures outlined in California Water Code §10543, paragraphs (a) and (b), together with all other applicable laws, required for preparation of the Tule River Basin IRWMP.

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

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

2.1.5 Provide for project grant preparation, submission and implementation services for identified water supply and management enhancement projects to ensure that such projects are pursued in a manner that is consistent with the provisions of the adopted Tule River Basin IRWMP. It is understood that such services shall only be provided pursuant to Special Project Agreements providing for the payment of the costs of such services by project proponents.

Section 3: Cost Sharing

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

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

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

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

Section 4: Governance

4.1 Governing Board. As the primary body involved with the governance of the Plan, the Tule River Basin IRWMP Group shall be led by a governing board ("the Governing Board") composed of one member of the Tule IRWMP Advisory Group (defined in Section 4.3) and one designated primary representative from each of the Parties to the MOU except for the Authority, together with those who may hereafter be added as members of the Tule River Basin IRWMP Group. Each Party shall also designate an alternate representative to attend meetings of the Governing Board when

the designated primary representative is unable to do so and in such situations the alternate representative shall represent the Party. A Chair and Vice Chair of the Governing Board shall be elected for a two year term by the members of the Governing Board from among its members. The Chair shall be the presiding officer at all Board meetings, and the Vice Chair shall serve in the absence of the Chair. The Governing Board members shall also appoint a Secretary by a majority vote. The Secretary is not required to be a member of the Board. The Secretary shall be responsible for keeping the minutes of all Board meetings and all of the official records of the Board.

4.2 Capacity of the Authority. It being recognized that the Authority is a Joint Powers Agency made up of the DCTRA Parties, among other public agencies, the Authority's interests are represented fully by the DCTRA Parties and therefore the Authority does not have the need for separate representation on the Governing Board and is not a party to the cost sharing provisions of this Agreement. However, the Authority is Party to this Agreement for the purpose of being designated as the fiscal agent of all of the Parties as described in Section 3.3 above for the purposes of implementing this MOU, and shall act in such capacity as requested and directed by the Governing Board. The Authority shall not otherwise be considered a separate party to this MOU, it does not have separate membership or representation on the Governing Board and the presence of an Authority representative shall not be included in determining whether a quorum is present for the Governing Board to take action. To the extent the Governing Board directs the Authority to undertake specific administrative actions in support of this MOU, the Governing Board shall authorize reimbursement of costs of such actions to be shared as shared costs pursuant to Section 3 of this Agreement.

4.3 Stakeholder Advisory Group. A stakeholder advisory group has participated extensively in many of the details involving the formation of the Tule River Basin IRWMP that preceded this MOU and will continue to be involved in reviewing the preparation, approval and implementation of the IRWMP. A group comprised of many of the same individuals and entity representatives, together with all other persons interested in the plan who desire to be a member of such group ("Tule IRWMP Advisory Group"), shall be formed to participate in advising the Governing Board on the drafting, adoption and implementation of the Plan. The initial members of the Tule IRWMP Advisory Group shall be as provided in Exhibit B. The Parties to this MOU are represented by their designee to the Governing Board. It is not the intention of this MOU that the Parties be members of both the Governing Board and the Advisory Group.

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

Group. The Secretary shall be responsible for keeping the minutes of all Advisory Group meetings and all of the official records of the Advisory Group. Any votes by the Advisory Group shall be based on one vote per listed member.

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

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

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

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

Section 5. General Provisions

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

date of notice of termination, the terms of such Special Project Agreement shall remain in effect notwithstanding termination of that Party's interest in this MOU.

5.2 Additional Parties. Upon written approval of this MOU by all the Parties hereto, other local public agencies, as defined in California Water Code §10535, may become parties to this MOU.

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

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

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

5.5.1 Adversely affect the rights of any of the Parties; or

5.5.2 Adversely affect the constituencies of any of the Parties.

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

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

Dated:_____

Lower Tule River Irrigation District

By:_____

Title:_____

Dated:_____

Approved as to form:

Attorney for Lower Tule River ID

Dated: _____

Pixley Irrigation District

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for Pixley ID

Dated: _____

Porterville Irrigation District

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for Porterville ID

Dated: _____

Saucelito Irrigation District

By: _____

Title: _____

Dated: _____

Approved as to form:

Attorney for Saucelito ID

Dated:_____

Terra Bella Irrigation District

By:_____

Title:_____

Dated:_____

Approved as to form:

Attorney for Terra Bella ID

Dated:_____

Tea Pot Dome Water District

By:_____

Title:_____

Dated:_____

Approved as to form:

Attorney for Tea Pot Dome WD

Dated:_____

Vandalia Water District

By:_____

Title:_____

Dated:_____

Approved as to form:

Attorney for Vandalia Water District

Dated:_____

Deer Creek & Tule River Authority

By:_____

Title:_____

Dated:_____

Approved as to form:

Attorney for DCTRA

Dated:_____

County of Tulare

By:_____

Title:_____

Dated:_____

Approved as to form:

Tulare County Counsel

Dated:_____

City of Porterville

By:_____

Title:_____

Dated:_____

Approved as to form:

Attorney for City of Porterville

Dated:_____

Angiola Water District

By:_____

Title:_____

Dated:_____

Approved as to form:

Attorney for Angiola WD

Dated:_____

Deer Creek Storm Water District

By:_____

Title:_____

Dated:_____

Approved as to form:

Attorney for Deer Creek Storm Water District

Exhibit A

Cost Sharing Allocations

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

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

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

Exhibit B
Initial List of Stakeholder Group

Allensworth Community Services District

Alpaugh Community Services District

Campbell Moreland Ditch Company

Community Water Center

Ducor Community Services District

Pioneer Water Company

Pixley Public Utility District

Poplar Community Services District

Porta Vista Public Utility District

Self-Help Enterprises

Teviston Community Services District

Tipton Community Services District

Woodville Public Utility District



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Authorization to Implement Fixed Route and Paratransit Modifications to Expand Service Beginning August 2015

SOURCE: Public Works

COMMENT: The Transit Division regularly evaluates existing bus routes and new transit needs, as well as funding available for operating these routes. Changes to the bus routes are regularly scheduled to occur during the summer months so as to minimize the impact that changes have on routine travel patterns of students, who make up a significant percentage of bus passengers. Rider input is solicited in several ways prior to route changes:

- The Tulare County Association of Government conducted a series of Unmet Transit Needs hearings in March 2015, and transit staff considers the input provided at those hearings when designing route changes.
- Input is provided through surveys conducted as part of the short-range transit plan.
- Ridership numbers and plans are evaluated.
- Changing local conditions, such as new residential or commercial developments or proposed road construction projects, are considered.

Staff is currently proposing several specific fixed route and paratransit changes proposed to begin in August 2015. These changes are directly related to comments received in the 2015 Unmet Transit Needs hearing and are discussed in more detail below:

1. Weekday Service Hour Expansion

Porterville Transit currently provides weekday (Monday - Friday) service from 7:00 am to 10:00 pm. The City received an unmet need requesting earlier service for passengers going to work. On May 19, 2015, the Social Service Transit Advisory Committee (SSTAC) found this need reasonable to meet. The Transportation Development Act (TDA) requires local transit providers to implement all unmet needs found reasonable to meet. Staff is proposing to expand weekday service by one hour, providing service from 6:00 am to 10:00 pm.

2. Weekend Service Hour Expansion

Porterville Transit currently provides weekend (Saturday - Sunday) service from 9:00 am to 5:00 pm. The City received an unmet need requesting earlier and late-night service on both Saturday and Sunday. On May 19, 2015, the Social Service Transit Advisory Committee (SSTAC) found these needs reasonable to meet.

The Transportation Development Act (TDA) requires local transit providers to implement all unmet needs found reasonable to meet. Staff is proposing to expand service on Saturday from 8:00 am to 10:00 pm and on Sunday from 8:00 am to 6:00 pm.

3. Paratransit Service Hour Expansion

The Americans with Disabilities Act of 1990 requires the City to provide paratransit (Dial-A-Ride) service to the same areas and during the same days and hours as fixed route buses. Staff is proposing to provide paratransit service on weekdays from 6:00 am to 10:00 pm, Saturday from 8:00 am to 10:00 pm, and Sunday from 8:00 am to 6:00 pm.

These fixed route changes will add approximately \$500,000 annually to the transit operating budget. However, the City receives Federal Transit Administration (FTA) operating assistance that will reimburse the City for fifty percent (50%) of the expanded fixed route operations and one hundred percent (100%) of the expanded paratransit operations. These service expansion expenses have been added to the Transit Divisions FY 2015/2016 budget.

RECOMMENDATION: That the City Council authorize staff to implement fixed route and paratransit modifications to expand service beginning in August 2015.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, City Engineer

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Approval for Community Civic Event - Boys and Girls Club of Strathmore, U.S. Olympic Committee and Built 4 Life, Inc. - Olympic Day 2015 - June 20, 2015

SOURCE: Finance

COMMENT: Boys and Girls Club of Strathmore, U.S. Olympic Committee and Built 4 Life, Inc., are requesting approval to hold Olympic Day 2015 at Zalud Park on Saturday, June 20, 2015, from 10:00 a.m. to 1:00 p.m. This event is being held to promote physical fitness and well-being with various activities for children ages 4 through 16 years old with a BBQ lunch, awards, and prizes.

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

RECOMMENDATION: That the Council approve the Community Civic Event Application and Agreement from Boys and Girls Club of Strathmore, U.S. Olympic Committee and Built 4 Life, Inc., subject to the Restrictions and Requirements contained in the Application and Exhibit A of the Community Civic Event Application.

ATTACHMENTS:

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

Appropriated/Funded: N/A

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: June 9, 2015 Event date: June 20, 2015
Event time: 10am - 1pm
Name of Event: Olympic Day 2015

Sponsoring organization: Boys & Girls Club of Steathmore Phone # 559 793-2511
Address: BUILT FOR LIFE, US OLYMPIC COMMITTEE

Authorized representative: Arren Alata, Built4Life Phone # 559-802-6566
Address: 304 Sequoia Circle Porterville, CA 93257

Event chairperson: Arren Alata Phone # 559 802-6566
304 Sequoia Circle, BL# 01876

Location of event Zalud Park

(Location map must be attached)

Type of event: Activity day for ages 4-16 years. To promote Olympic values and well-being, health, prizes awards, and BBQ lunch

Non-profit organization status: 501(C)(3) BL# 004524

(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 _____ 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	_____
_____	_____	Admin. Svcs. Dir.	_____

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

A.A. Authorized Representative Initials

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

A.A. Authorized Representative Initials

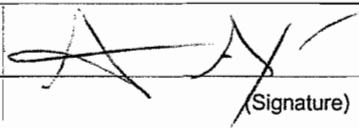
Health permit: Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health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

A.A. 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.

A.A. 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.

<u>Built 4 Life Inc</u>		<u>6-3-15</u>
(Name of Organization)	(Signature)	(Date)

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

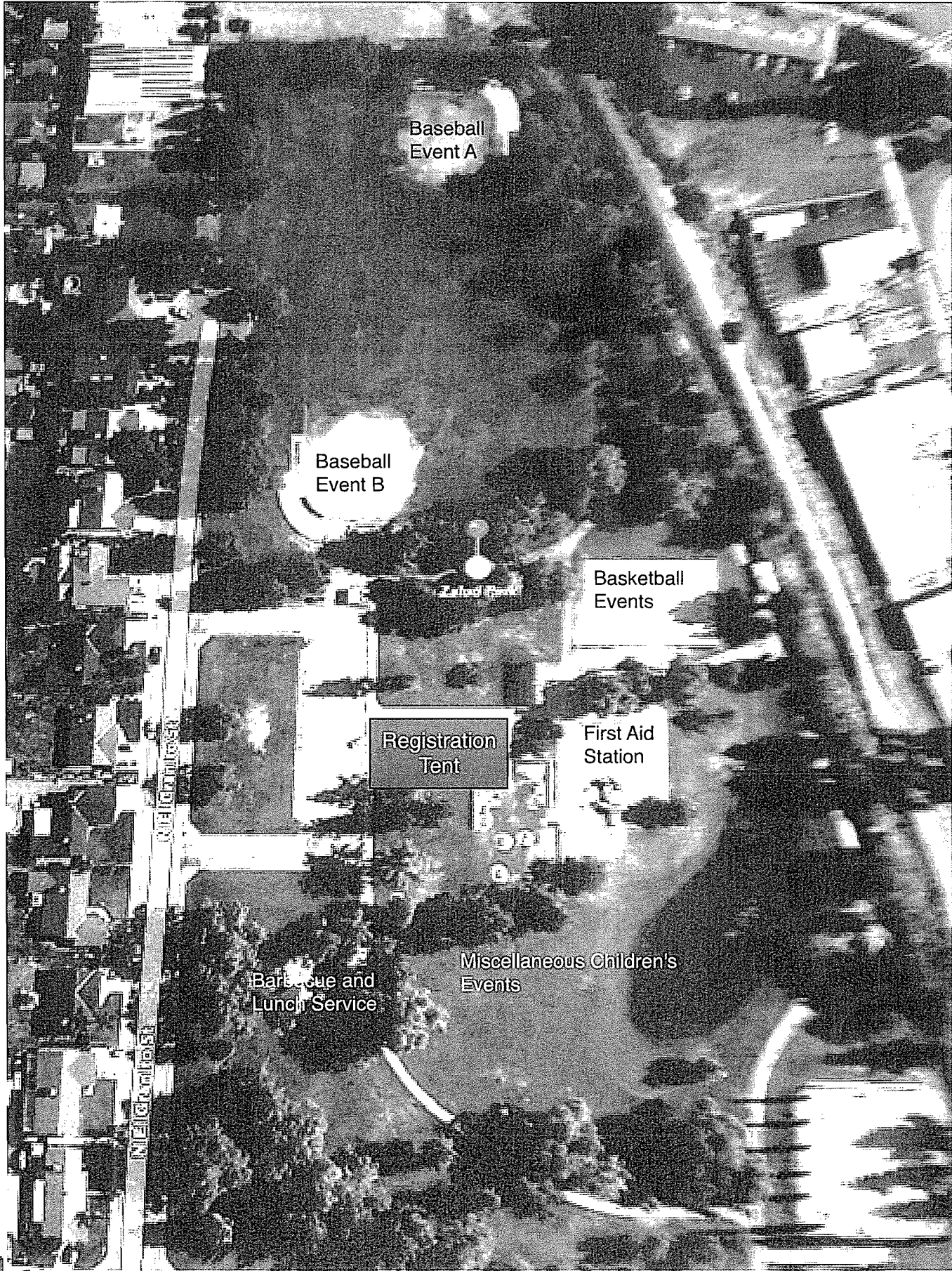
Location: Zalud Park Event date: June 20, 2015 Event time: 10am - 1:pm

<u>Vendor name</u>	<u>Address/Telephone</u>	<u>Business License required?</u>	<u>Type of Activity</u>

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

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

Event date: June 20, 2015 Hours: 10:00 am - 1:00 pm



This is a high-contrast, black and white aerial photograph of a large outdoor event space. The map is oriented with North at the top. A road, labeled 'N 10th Street' vertically on the left side, runs along the western edge of the event area. The space is divided into several distinct zones, each labeled with text in white boxes. At the top, 'Baseball Event A' is located in a grassy field. Below it, 'Baseball Event B' is marked with a white circle. To the right of these, 'Basketball Events' are indicated. In the center, a 'Registration Tent' is shown as a large, dark rectangular structure. To its right is the 'First Aid Station'. In the lower-left quadrant, the 'Barbecue and Lunch Service' area is marked. Finally, the lower-right quadrant is designated for 'Miscellaneous Children's Events'. The entire area is surrounded by trees and some buildings are visible in the background.

Baseball
Event A

Baseball
Event B

Basketball
Events

Registration
Tent

First Aid
Station

Barbecue and
Lunch Service

Miscellaneous Children's
Events

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: Aaron Alata
39 Carmelita ST, Porterville, CA 93257
- 2 Address where amplification equipment is to be used: Zalud Park, Porterville, CA
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Aaron Alata
39 Carmelita ST, Porterville, CA 93257
- 4 Type of event for which amplification equipment will be used: Olympic Day 2015
physical fitness for children ages 4-16 years
- 5 Dates and hours of operation of amplification equipment: June 20, 2015 10:00 am - 1:00 pm
- 6 A general description of the sound amplifying equipment to be used: Speakers system for events
and awards

Section 18-9

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

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

Section 18-14

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

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

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

[Signature]
Signature of Applicant

6-3-15
Date

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

City of Porterville, Chief of Police/Designee

Date



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
06/09/2015

PRODUCER

 Insurance Noodle Inc.
30 N. LaSalle, 25th Floor
Chicago, IL 60602

INSURED

 Aaron Alafa DBA Built 4 Life Inc.
304 Sequoia Cir.
Porterville, CA 93257

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: United States Liability Insurance Group

25895

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CP1595292A	06/20/2015	06/21/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: CP1555232A

E4277
2nd Edition**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****POLICY CHANGES**

Effective Date of Change: 06/20/2015

Expiration Date: 06/21/2015

Change Endorsement No. 1

Agent: 95-18-327

Named Insured: Aaron Alata DBA Built 4 Life

The following item(s):

<input type="checkbox"/>	Insured's Name	<input type="checkbox"/>	Insured's Mailing Address
<input type="checkbox"/>	Policy Number	<input type="checkbox"/>	Company
<input type="checkbox"/>	Effective/Expiration Date	<input type="checkbox"/>	Insured's Legal Status/Business of Insured
<input type="checkbox"/>	Payment Plan	<input type="checkbox"/>	Premium Determination
<input checked="" type="checkbox"/>	Additional Interested Parties	<input type="checkbox"/>	Coverage Forms and Endorsements
<input type="checkbox"/>	Limits/Exposures	<input type="checkbox"/>	Deductibles
<input type="checkbox"/>	Covered Property/Location Description	<input type="checkbox"/>	Classification/Class Codes
<input type="checkbox"/>	Rates	<input type="checkbox"/>	Underlying Insurance

is (are) changed to read {See Additional Page(s)}:

The above amendments result in a change in the premium as follows:

NO CHANGES	TO BE ADJUSTED AT AUDIT	ADDITIONAL PREMIUM	RETURN PREMIUM
<input checked="" type="checkbox"/>		\$	\$
Authorized Representative Signature:			

POLICY CHANGES	ENDORSEMENT DESCRIPTION

Add Additional Interest-
Designated Person or CP-
City of Porterville
200 N. Main St.
Porterville, CA 93257

REMOVAL
PERMIT

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Parks and Leisure Services Commission Meetings

SOURCE: Parks and Leisure Services

COMMENT: Per the Municipal Code, the Commission is permitted to designate its date and time for meetings. “The commission shall hold meetings regularly and shall designate the time and place thereof. It shall adopt its own rules of procedure and shall keep a record of its proceedings. All meetings and records of the commission shall be public. Five (5) members shall constitute a quorum for the transaction of business”. (Ord. 1114 B, 8-5-1977. 1686 5, 1-17-2006)

Similar to 2013 and 2014, the Parks and Leisure Services Commission recommended not meeting in the summer for two months. The Commission is willing to schedule a meeting if needed. A seventy-two hour notice would be posted should a meeting need to take place in July or August. The Library and Literacy Commission and the Youth Commission do not meet during the summer months. This item was discussed at the June 4, 2015, Parks and Leisure Services Commission meeting. The motion to not meet in July or August 2015, but be available to meet if needed, was unanimous.

RECOMMENDATION: That the City Council approve the Parks and Leisure Services Commission not meet July and August 2015, with the Commission being available to meet if necessary.

ATTACHMENTS:

Appropriated/Funded: N/A

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Request for Proclamation - Parks & Recreation Month - July 2015

SOURCE: Administrative Services

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

Parks & Leisure Services staff has requested that the Council consider approval of a proclamation to proclaim July 2015 as "Parks & Recreation Month." Council Member Gurrola is sponsoring this proclamation request. If approved, applicant requests that the proclamation be presented at the City Council Meeting of July 7, 2015.

RECOMMENDATION: That the City Council consider approval of the request to proclaim July 2015 as "Parks & Recreation Month."

ATTACHMENTS:

1. Request for Proclamation
2. Draft Proclamation

Appropriated/Funded: N/A

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager



City of Porterville
REQUEST FOR PROCLAMATION



Date of Request: 6/3/15

Name of Event/Individual: PARKS AND RECREATION MONTH
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization: PARKS AND LEISURE SERVICES

Name of Contact Person: DONNIE MOORE

Address: 291 N. MAIN

Phone: 782-7539 FAX: 791-7854

E-mail: dmoores@ci.porterville.ca.us

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

Date(s) of Event: MONTH OF JULY

Date of Council Meeting to be presented, if applicable: 7/7/15
(Council meets 1st and 3rd Tuesdays of each month.)

Individual or representative attending Council Meeting to receive proclamation:
PARKS AND LEISURE SERVICES COMMISSIONER

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

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

All requests require a sponsorship by a member of the Council prior to being placed on a City Council Agenda for consideration, and are subject to approval by a majority of the Council.

City Clerk's Section

Request Received: 6-3-15 Sponsored by: _____ Date: _____

Approved by Council: yes ☐ no ☐ Date: _____

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

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

Comment: _____



July 2015 is Parks Make Life Better!® Month

Whereas, Parks and Recreation makes lives and communities better now and in the future; and

Whereas, it is established through statewide public opinion research, 98% of California households visit a local park at least once a year; two in three households visit a park once a month; 50% of households participate in an organized recreation program; and most park use is with family and friends; and

Whereas, residents value recreation as it provides positive alternatives for children and youth to reduce crime and mischief especially during nonschool hours; it promotes the arts, it increases social connections; aids in therapy; and promotes lifelong learning; and

Whereas, residents value their parks for access to outdoor spaces for children and adults to play and be active; exercise and group sports; and

Whereas, parks provide access to the serenity and the inspiration of nature and outdoor spaces as well as preserve and protect the historic, natural and cultural resources in our community; and

Whereas, the residents of Porterville including children, youth, families, adults, seniors, businesses, community organizations, and visitors benefit from the wide range of parks, trails, open space, sports fields, facilities and programs provided by the City of Porterville Parks and Leisure Services Department; and

Whereas, the City of Porterville urges all its residents to recognize that parks and recreation enriches the lives of its residents and visitors as well as adding value to the community's homes and neighborhoods; and

Whereas, July is celebrated across the nation as Parks and Recreation Month,

THEREFORE BE IT RESOLVED, the City of Porterville hereby proclaims July 2015 as Parks Make Life Better!® Month and in doing so, urges all its citizens to use and enjoy its parks, trails, open space, facilities, and recreation opportunities.

Approved this 7th day of July, 2015.



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Status and Review of Declaration of Local Drought Emergency

SOURCE: City Manager's Office

COMMENT: As previously reported to the City Council, on Wednesday, April 1, 2015, Governor Brown issued Executive Order B-29-15, which established drought-related mandates and restrictions, in addition to those already stipulated in previous Executive Orders B-26-14 and B-28-14. Of significance, the Governor directed the State Water Resources Control Board to impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016, in comparison to the amount used in 2013, and with consideration given to per capita usage as a basis. The Governor further directed the Board to impose additional restrictions on commercial, industrial, and institutional properties with significant landscaping (cemeteries, golf courses, parks, schools, etc.), to also achieve a 25% reduction in potable water usage. Also of significance, the Board is directed to prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or micro-spray systems.

On Wednesday, May 6, 2015, the State Water Resources Control Board approved its Proposed Regulatory Framework for implementation of the Governor's statewide mandatory 25% reduction in potable urban water usage. The Board's Regulatory Framework mandates separate reporting requirements for large water suppliers (at least 3,000 service connections) and small water suppliers, with large suppliers required to provide monthly reports and small suppliers required to provide a single summary report. The Board established June 2013 to February 2014 as the nine (9) month comparison window to evaluate compliance with the mandated conservation measures, as well as established tiers for large suppliers based upon average gallons per capita per day (gpcd) calculations for the months of July through September 2014, toward achieving an overall statewide 25% conservation rate. A total of eight (8) tiers was established, which are as follows: Tier 1 (under 65 gpcd – 8% conservation); Tier 2 (65-80 gpcd – 12% conservation); Tier 3 (80-95 gpcd – 16% conservation); Tier 4 (95-110 gpcd – 20% conservation); Tier 5 (110-130 gpcd – 24% conservation); Tier 6 (130-170 gpcd – 28% conservation); Tier 7 (170-215 – 32% conservation); and Tier 8 (over 215 gpcd – 36% conservation). The city of Porterville is placed in Tier 7 (182 gpcd - 32% conservation), as most central valley cities are in either Tier 7 (32%) or Tier 8 (36%) conservation mandates.

At the City Council's last meeting on June 2nd, the City Council took action in the continued affirmation of the adoption of a Resolution of Declaration of Local Emergency, due to local residences within the city having been identified as

having wells that are now dry as a result of the drought. Although at least six (6) residences along E. Vandalia Avenue have been determined to currently have dry wells, it is anticipated that more could occur as the summer months approach. City staff has submitted a Mutual Aid Request to Tulare County OES to initiate the household tank program for identified properties within the city where wells are dry. In addition, City staff has also resubmitted the E. Vandalia water connection project for funding consideration. AB 954 (Mathis) recently unanimously passed the State Assembly and has moved to the State Senate, which may provide funding assistance. A draft Letter of Support has been prepared for the City Council's consideration.

Also at the City Council's last meeting, the Council continued its authorization for the County to purchase up to 500,000 gallons of City water over the next thirty (30) days in support of the County's Household Tank Program in East Porterville, requiring that the water continue to be drawn exclusively from the City's "Jones Corner" water system. Both CalOES and the County continue to strive to develop additional water sources toward securing three million gallons per month in support of the County Household Tank Program in East Porterville, most recently evaluating the Porterville Developmental Center water system as a possible water source.

City staff has been in continued coordination with both State and County representatives on the funding and development of the new well, with the Draft Agreement between the City and the County expected to be considered by the City Council at its meeting on July 7th.

RECOMMENDATION: That the City Council:

1. Receive the report of status and review of the Declaration of Local Emergency and, determine the need exists to continue said Declaration; and
2. Approve the draft Letter of Support for AB 954 (Mathis).

ATTACHMENTS: 1. Resolution 49-2015 - Declaration of Local Emergency

2. Draft Letter of Support for AB 954 (Mathis)
3. AB 954 (Mathis) Text
4. CalOES Drought Update
5. Governor's Executive Order
6. Regulatory Fact Sheet
7. Water Supplier Tiers

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PORTERVILLE DECLARING A DROUGHT EMERGENCY
WITHIN THE CITY OF PORTERVILLE

WHEREAS: in response to the ongoing severe drought, the State Water Resources Control Board approved an emergency regulation to ensure water agencies, their customers, and state residents increase water conservation in urban settings or face possible fines or other enforcement; and

WHEREAS: as we enter the fourth year of severe drought, long-term forecasts indicate no relief of the current drought conditions, and suggest a warmer-than-average summer, resulting in increased domestic demand for water; and

WHEREAS: public and private potable water supplies continue to be threatened due to decreasing supplies of groundwater caused by the precipitation deficit and an extended state of groundwater overdraft; and

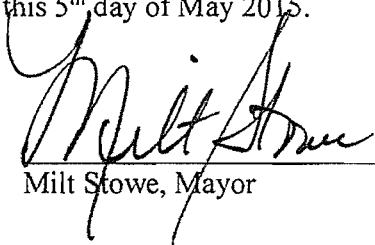
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

NOW, THEREFORE, BE IT RESOLVED: that the City Council of the City of Porterville does hereby proclaim that, due to drought conditions, a Local Emergency now exists in the city of Porterville and shall remain in effect for the duration of the emergency; and

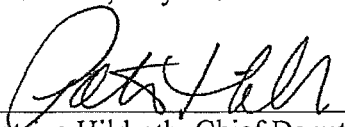
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, to include a Presidential Declaration of Emergency and Individual Assistance and Public Assistance programs as applicable; and

BE IT FURTHER RESOLVED: that a copy of this resolution be forwarded to the State Director of the Office of Emergency Services.

PASSED, APPROVED, AND ADOPTED this 5th day of May 2015.


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

June 16, 2015

The Honorable Devon Mathis
California State Assembly
State Capitol, Room 5126
Sacramento, California 95814

**RE: AB 954 (Mathis) – Water and Wastewater Loan and Grant Pilot Program
SUPPORT**

Dear Assembly Member Mathis:

The Porterville City Council supports your Assembly Bill 954, which would establish a pilot program to provide low interest loans and grants to eligible applicants for specified purposes related to drinking water and wastewater treatment.

As you are well aware, many areas across the State, though most significantly within Tulare County, have been significantly impacted by the fourth consecutive year of drought conditions and areas of water contamination. Although located primarily in identified disadvantaged communities, individuals that rely upon a private domestic well or individual septic system are not eligible for assistance through the more conventional funding mechanisms that support water quality and water reliability projects for communities. During this time of drought, areas in and around the city of Porterville have experienced over 500 private well failures that have not been able to be addressed due to lack of funding. Establishing a pilot program for low-interest loans and grants for individual property owners will undoubtedly assist in this significant funding deficiency.

In addition, we enthusiastically support your proposal to utilize the National Guard under the Innovative Readiness Training program to assist in the drilling of new wells to provide additional water sources in the local area to meet potable water deficiencies and demands.

Thank you for your consideration and authorship of AB 954, and especially your pursuit of innovative means to help address and solve the challenges of the drought in the Porterville area.

Sincerely,

Milt Stowe
Mayor

AMENDED IN ASSEMBLY JUNE 2, 2015

AMENDED IN ASSEMBLY MAY 5, 2015

AMENDED IN ASSEMBLY MAY 4, 2015

AMENDED IN ASSEMBLY MARCH 26, 2015

CALIFORNIA LEGISLATURE—2015–16 REGULAR SESSION

ASSEMBLY BILL

No. 954

**Introduced by Assembly Member Mathis
(Principal coauthor: Assembly Member Alejo)**

February 26, 2015

An act to add Chapter 6.6 (commencing with Section 13486) to Division 7 of the Water Code, relating to water, *and declaring the urgency thereof, to take effect immediately.*

LEGISLATIVE COUNSEL'S DIGEST

AB 954, as amended, Mathis. Water and Wastewater Loan and Grant ~~Pilot~~ Program.

Existing law, the Safe Drinking Water State Revolving Fund Law of 1997, establishes the Safe Drinking Water State Revolving Fund to provide grants or revolving fund loans for the design and construction of projects for public water systems that will enable those systems to meet safe drinking water standards.

This bill would require the State Water Resources Control Board to establish a ~~pilot~~ program to provide low-interest loans and grants to local agencies for low-interest loans and grants to eligible applicants for specified purposes relating to drinking water and wastewater treatment. ~~This bill would prohibit the board from issuing these loans or grants on or after January 1, 2026. This bill would create the Water~~

and Wastewater Loan and Grant Fund and provide that the moneys in this fund are available, upon appropriation by the Legislature, to the board for expenditure for the ~~pilot~~ program. This bill would transfer to the Water and Wastewater Loan and Grant Fund ~~—\$20,000,000~~ \$10,000,000 from the General Fund. ~~This bill would require moneys in the Water and Wastewater Loan and Grant Fund after January 1, 2026, to revert to the General Fund.~~

This bill would declare that it is to take effect immediately as an urgency statute.

Vote: ~~majority~~^{2/3}. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

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

1 SECTION 1. The Legislature hereby finds and declares the
2 following:

3 (a) Many areas of the state are disproportionately impacted by
4 drought because they are heavily dependent or completely reliant
5 on groundwater from basins that are in overdraft and in which the
6 water table declines year after year or from basins that are
7 contaminated.

8 (b) There are a number of state grant and loan programs that
9 provide financial assistance to communities to address drinking
10 water and wastewater needs. Unfortunately, there is no program
11 in place to provide similar assistance to individual homeowners
12 who are reliant on their own groundwater wells and who may not
13 be able to afford conventional private loans to undertake vital water
14 supply, water quality, and wastewater improvements.

15 (c) The program created by this act is intended to bridge that
16 gap by providing low-interest loans, grants, or both, to individual
17 homeowners to undertake actions necessary to provide safer,
18 cleaner, and more reliable drinking water and wastewater treatment.
19 These actions may include, but are not limited to, digging deeper
20 wells, improving existing wells and related equipment, addressing
21 drinking water contaminants in the homeowner's water, or
22 connecting to a local water or wastewater system.

23 SEC. 2. Chapter 6.6 (commencing with Section 13486) is added
24 to Division 7 of the Water Code, to read:

CHAPTER 6.6. WATER AND WASTEWATER LOAN AND GRANT
PILOT PROGRAM

13486. (a) The board shall establish a ~~pilot~~ program in accordance with this chapter to provide low-interest loans and grants to local agencies for low-interest loans and grants to eligible applicants for any of the following purposes:

(1) Extending or connecting service lines from a water or wastewater system to the applicant's residence or plumbing.

(2) Paying reasonable charges or fees for connecting to a water or wastewater system.

(3) Paying costs to close abandoned septic tanks and water wells, as necessary, to protect health and safety as required by local or state law.

(4) Deepening an existing groundwater well.

(5) Improving an existing groundwater well, including associated equipment.

(6) Installing a water treatment system if the groundwater exceeds a primary or secondary drinking standard, as defined in Section 116275 of the Health and Safety Code.

(b) The board may adopt any regulation it determines is necessary to carry out the purposes of the ~~chapter as an emergency regulation in accordance with chapter. A regulation adopted pursuant to this subdivision shall not be subject to the rulemaking requirements of Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code.~~

~~(c) The board shall not issue loans or grants pursuant to this chapter on or after January 1, 2026, after which time moneys in the Water and Wastewater Loan and Grant Fund shall revert to the General Fund. This subdivision shall not terminate either of the following rights, obligations, or authorities, or any provision necessary to carry out these rights, obligations, or authorities:~~

~~(1) The repayment of a loan due and payable to the board.~~

~~(2) The resolution of a cost recovery action or the initiation of an action or other collection process to recover defaulted loan moneys due to the board or to recover grant moneys paid.~~

13487. (a) The Water and Wastewater Loan and Grant Fund is hereby created in the State Treasury. The moneys in the Water and Wastewater Loan and Grant Fund are available, upon

1 appropriation by the Legislature, to the board for expenditure in
2 accordance with this chapter.

3 (b) The following moneys shall be deposited in the Water and
4 Wastewater Loan and Grant Fund:

5 (1) Moneys repaid to the board pursuant to a grant or loan made
6 in accordance with this chapter, including interest payments.

7 (2) Notwithstanding Section 16475 of the Government Code,
8 any interest earned upon the moneys in the Water and Wastewater
9 Loan and Grant Fund.

10 13488. (a) An eligible applicant for a loan shall meet all of
11 the following criteria:

12 (1) Have a household income below the statewide median
13 household income.

14 (2) Have an ownership interest in the residence.

15 (3) Be unable to obtain financial assistance at reasonable terms
16 and conditions from private lenders and lack the personal resources
17 to undertake these improvements.

18 (4) Demonstrate an ability to repay the loan. This requirement
19 may be satisfied by having another party join the application as a
20 cosigner.

21 (b) Any loan granted shall be secured by a mortgage on the
22 residence and repaid within 20 years in accordance with terms
23 established by the board. The interest rate on the loan shall not
24 exceed 1 percent. While any balance on the loan is outstanding, a
25 loan recipient shall furnish evidence of and continually maintain
26 homeowner's insurance on the security residence to protect the
27 state's interest in the residence.

28 (c) The board may enter into a contract with a private financial
29 institution to provide loans consistent with the purposes of this
30 chapter. If the board exercises this authority, the board may utilize
31 a portion of the moneys in the Water and Wastewater Loan and
32 Grant Fund to provide a loan guarantee or similar loss mitigation
33 mechanism.

34 13489. (a) An eligible applicant for a grant shall meet all of
35 the following criteria:

36 (1) Have a household income that is 60 percent or less of the
37 statewide median household income.

38 (2) Have an ownership interest in the residence.

1 (3) Be unable to obtain financial assistance at reasonable terms
2 and conditions from private lenders and lack the personal resources
3 to undertake these improvements.

4 (b) A grant recipient shall repay to the board the grant amount
5 in full if that recipient sells the residence less than five years from
6 the date that the grant agreement was signed.

7 (c) A grant recipient shall repay to the board any unused grant
8 funds.

9 SEC. 3. ~~Twenty million dollars (\$20,000,000)~~ *Ten million*
10 *dollars (\$10,000,000)* is hereby transferred from the General Fund
11 to the Water and Wastewater Loan and Grant Fund.

12 SEC. 4. *This act is an urgency statute necessary for the*
13 *immediate preservation of the public peace, health, or safety within*
14 *the meaning of Article IV of the Constitution and shall go into*
15 *immediate effect. The facts constituting the necessity are:*

16 *In order to provide eligible households with access to safer,*
17 *cleaner, and more reliable drinking water and wastewater*
18 *treatment during California's prolonged drought, it is necessary*
19 *that this act take effect immediately.*



Drought Update

Wednesday, June 10, 2015

KEY ACTION ITEMS FROM THIS WEEK

- **State Water Board Reports Improved Urban Conservation for April:** On June 2, the State Water Board [reported](#) April's statewide water conservation rate at 13.5%. April's reduction in water use represents a boost in conservation efforts over March's 3.9%. In addition, nearly 400 water suppliers responded to a first-ever enforcement report, indicating a high level of local activity to respond to reports of leaks and suspected water wasting. From June 2014 to April 2015, the state has conserved more than 175 billion gallons of water.
- **CBSC Approves Emergency Adoption of Building Standards to Conserve Water:** On May 29, the California Building Standards Commission (CBSC) approved mandatory outdoor landscape irrigation water efficiency building standards applicable to newly constructed [residential](#) and [nonresidential buildings](#), [hospitals](#), [skilled nursing facilities](#), [correctional treatment facilities](#), [public elementary and secondary schools and community colleges](#) through an emergency adoption process. These building standards became effective on June 1, 2015, and as set forth in the California Green Building Code (CALGreen), Title 24, will ensure that these types of newly constructed buildings permitted on or after June 1, include water-efficient landscape irrigation.

The California Building Standards Commission developed the emergency building standards in coordination with the Housing and Community Department, the Department of Water Resources, the Division of the State Architect, the Office of Statewide Health Planning and Development, and other stakeholders, in an effort to further reduce the use of potable water in our state. The mandatory building standards and requirements will save California millions of gallons of water each year.

- **Whirling Disease Detection Triggers Quarantine at Three California Trout Hatcheries:** On June 4, the California Department of Fish and Wildlife (CDFW) [announced](#) that the detection of Whirling disease, a disease-causing parasite, has led to quarantine approximately three million infected trout at three northern California hatcheries. Due to severe drought conditions, water sources are drying up in watersheds that supply water to hatcheries. Terrestrial wildlife (heron, egrets, river otters, and bears) that eat fish can transmit the spores of the parasite via fish or on their fur or feathers.

As water supplies dry up, wildlife become concentrated at the water sources and more readily transmit disease. Although the disease has no known human health effects, infected hatchery fish cannot be released into California's waterways in order to prevent the spread of disease to non-infected state waters where the fish would normally be planted.

- **Drought and Water Top Californians' List of Concerns:** On June 3, the Public Policy Institute of California (PPIC) [released](#) a poll which reveals that 39% of Californians are most likely to name water and drought as the most important current state issue, while 20% list jobs and the economy as their top concern. Some 69% of respondents also say that water supply is a big problem in their part of the state, which is the largest percentage since the question was first asked in 2009.
- **Hot Temperatures Play Critical Role in Drought, USGS Study Says:** According to a new [study](#) released on June 3 by the U.S. Geological Survey (USGS) and university partners, the lack of precipitation is not the only factor driving California's historic drought. Recent experiments revealed that abnormally hot temperatures also play a role in worsening the drought's impacts. This study confirms [findings already published and discussed](#) publicly.
- **California's Water Conservation Education Program Campaign:** This past week, Save Our Water shifted its radio messaging focus to a "summer-centric" water saving message, which will run through June 22. Save Our Water is also collaborating with Starbucks to disseminate information in Starbucks locations throughout California. Additionally, Sergio Romo of the San Francisco Giants was filmed for a public service announcement (PSA) that will be launched later this month to further promote Save Our Water messaging.

On June 8, the Save Our Water held a [free webinar](#) that provided details on updated public outreach tools and partnership opportunities for water agencies as they seek to meet new state mandates for water conservation. For easy-to-use water saving tips visit [saveourwater.com](#), and connect with us on [Facebook](#), [Twitter](#) and [Instagram](#). For the new Spanish-language Save Our Water campaign website visit [ahorrenuestraagua.com](#).

- **Governor's Drought Task Force:** The Task Force continues to take actions that conserve water and coordinate state response to the drought. During the most recent Task Force meeting on June 4, the Governor's Office discussed a water technology summit it is hosting at the California Environmental Protection Agency (CalEPA) Headquarters on July 10. In addition, the California Energy Commission reported they do not anticipate drought-driven electricity interruptions in the coming months.

ONGOING DROUGHT SUPPORT

- **Emergency Food Aid, Rental and Utility Assistance:** The Department of Social Services (CDSS) has provided to date over 684,400 boxes of food to community food banks in drought-impacted counties. Approximately 616,735 boxes of food have been picked up by 323,327 households. By June 12, an additional 13,800 boxes will be delivered to Fresno, Kern, Kings, Madera, Riverside, San Luis Obispo, Santa Barbara, Stanislaus, Tulare, and Yolo County.

The non-profit group La Cooperativa continues to distribute the \$10 million state-funded emergency rental assistance to families and individuals across counties most impacted by the drought. As of May 14, the Department of Housing and Community Development (HCD) has reported that a total of \$8,750,095 have been issued to 5,909 applicants in 21 counties, with \$6,904 remaining in assistance funds.

The Department of Community Services and Development (CSD) allocated an additional \$600,000, under the federally-funded Community Services Block Grant (CSBG), to continue the [Drought Water Assistance Program \(DWAP\)](#) which provides financial assistance to help low-income families pay their water bills. As of May 29, CSD has reported that a total of \$94,056 has been issued to 502 households.

- **Drought Response Funding:** The \$687 million in state drought funding that was appropriated last March through emergency legislation, as well as \$142 million provided in the 2014 Budget Act, continues to advance toward meeting critical needs. To date, \$468 million has been committed, and nearly \$625 million of the emergency funds appropriated in March came from sources dedicated to capital improvements to water systems. Since March, the Department of Water Resources has expedited grant approvals, getting \$21 million immediately allocated to grantees that were pre-approved for certain projects.

As planned in March, the next \$200 million of expedited capital funding was awarded in October, and the remaining \$250 million will be granted by fall 2015. The 2014 Budget Act appropriated an additional \$53.8 million to CAL FIRE over its typical budget to enhance firefighter surge capacity and retain seasonal firefighters beyond the typical fire season.

As a result of continuing drought conditions, emergency legislation was enacted in March 2015 that appropriated over \$1 billion of additional funds for drought-related projects and activities. The Administration's May Revision proposal includes an additional \$2.2 billion for programs that protect and expand local water supplies, improve water conservation, and provide immediate relief to impacted communities.

CURRENT DROUGHT CONDITIONS

- **Fire Activity:** Since the beginning of the year, CAL FIRE has responded to over 1,906 wildfires across the state, burning 6,852 acres in the State Responsibility Area (SRA). This fire activity is above the five year average for the same time period with 1,237 fires and 10,127 acres burned. CAL FIRE staffing is at peak staffing in most of the units throughout the state.
- **CAL FIRE Suspends Outdoor Residential Burning:** To date, CAL FIRE has suspended all burn permits for outdoor open residential burning in Calaveras, Fresno, Imperial, Inyo, Kings, Marin, Mono, Monterey, Riverside, San Benito, San Bernardino, San Diego, San Joaquin, Stanislaus, Tulare, and Tuolumne County. CAL FIRE anticipates that burn bans will be instituted statewide by the end of June.

This suspension bans all residential outdoor burning of landscape debris including branches and leaves. The department may issue restricted temporary burning permits if there is an essential reason due to public health and safety. For additional information on preparing for and preventing wildfires visit www.ReadyForWildfire.Org.

- **Dry Well Reports:** As California enters the fourth consecutive summer of drought, Cal OES continues to monitor and identify communities and local water systems in danger of running out of water. Approximately 2,014 wells statewide have been identified as critical or dry, which affects an estimated 10,070 residents. As of June 4, Cal OES has reported that 1,769 of the 2,014 dry wells are concentrated in the inland regions within the Central Valley.

- **Vulnerable Water Systems:** The State Water Board continues to provide technical and funding assistance to several communities facing drinking water shortages, and is monitoring water systems across the state. Since January 2014, 81 out of the 103 projects approved to receive emergency funding for interim replacement drinking water have been executed. On May 19, the State Water Board adopted Guidelines for administering the latest emergency drought appropriations of \$19 million announced this past March. To date, the State Water Board has received requests for \$1.27 million of those funds.
- **Reservoir Levels (% capacity):** Since June 5, Central Valley reservoirs from Shasta and Trinity in the North to Isabella in the South had a net loss in storage of 192,564 acre-feet (AF), with total gains being 21,608 AF and total losses being 214,172 AF. Shasta has dropped 53,020 AF, Oroville has dropped 33,439 AF, Folsom has dropped 18,783 AF, and San Luis has dropped 56,535 AF. The following reservoirs increased in storage: Camanche and Pardee +2,499 AF, McClure +4,560 AF, Pine Flat +13,610 AF, and Kaweah +939 AF.

[Reservoir Levels](#) as of June 7 remain low, including: Castaic Lake 34% of capacity (38% of year to date average); Don Pedro 40% of capacity (52% of average); Exchequer 13% of capacity (19% of average); Folsom Lake 53% of capacity (63% of average); Lake Oroville 43% of capacity (52% of average); Lake Perris 40% (48% of average); Millerton Lake 33% of capacity (42% of average); New Melones 18% of capacity (29% of average); Pine Flat 27% of capacity (38% of average); San Luis 50% of capacity (67% of average); Lake Shasta 52% of capacity (61% of average); and Trinity Lake 41% of capacity (48% of average). An update of water levels at [other smaller reservoirs](#) is also available.

- **Recent Precipitation:** Over the past week, precipitation was mainly confined to the mountains of California while the valley areas remained dry. Areas of the North Coast, Shasta Drainage, and the Feather Basin received 0.1 to 1.0 inches of rainfall. The Sierra Nevada Mountains, from the American Basin down to the Kings Basin, received 0.1 to 2.0 inches of rainfall with the heavier amounts centered around Yosemite National Park.
- **Precipitation Forecast:** This week, scattered thunderstorms are expected to bring light to moderate rainfall to parts of the State. The Trinity Alps and mountains north of Redding are expected to see rainfall accumulations of 0.01 to 0.5 inches. The Sierra Nevada mountain range is expected to get 0.1 to 2.0 inches of rainfall. Areas in the North San Francisco Bay down to Santa Barbara may see 0.01 to 0.1 inch of rainfall. Dry conditions and warm temperatures are expected for the remaining areas of California.

Local Government

- **Local Emergency Proclamations:** A total of 57 local Emergency Proclamations have been received to date from city, county, and tribal governments, as well as special districts:
 - **25 Counties:** El Dorado, Fresno, Glenn, Inyo, Humboldt, Kern, Kings, Lake, Madera, Mariposa, Merced, Modoc, Plumas, San Bernardino, San Joaquin, San Luis Obispo, Santa Barbara, Shasta, Siskiyou, Sonoma, Sutter, Trinity, Tulare, Tuolumne, and Yuba.

- **11 Cities:** City of Live Oak (Sutter County), City of Lodi (San Joaquin County), City of Manteca (San Joaquin County), City of Montague (Siskiyou County), City of Porterville (Tulare County), City of Portola (Plumas County), City of Ripon (San Joaquin County), City of San Juan Bautista (San Benito County), City of Santa Barbara (Santa Barbara County), and City of West Sacramento (Yolo County), and City of Willits (Mendocino County).
- **9 Tribes:** Cortina Indian Rancheria (Colusa County), Hoopa Valley Tribe (Humboldt County), Karuk Tribe (Siskiyou/Humboldt Counties), Kashia Band of Pomo Indians of the Stewarts Point Rancheria (Sonoma County), Picayune Rancheria of Chukchansi Indians (Madera County) Sherwood Valley Pomo Indian Tribe (Mendocino County), Tule River Indian Tribe (Tulare County), Yocha Dehe Wintun Nation (Yolo County), and Yurok Tribe (Humboldt County).
- **12 Special Districts:** Carpinteria Valley Water District (Santa Barbara County), Goleta Water District (Santa Barbara County), Groveland Community Services District (Tuolumne County), Lake Don Pedro Community Services District (Mariposa Stanislaus County), Mariposa Public Utility District (Mariposa County), Meiners Oaks Water District (Ventura County), Montecito Water District (Santa Barbara County), Mountain House Community Service District (San Joaquin County), Nevada Irrigation District (Nevada County), Placer County Water Agency (Placer County), Tuolumne Utilities District (Tuolumne County), and Twain Harte Community Services District (Tuolumne County).
- **Water Agency Conservation Efforts:** The Association of California Water Agencies (AWCA) [has identified](#) several hundred local water agencies that have implemented water conservation actions. These water agencies [are responding to the drought](#) by implementing conservation programs, which include voluntary calls for reduced water usage and mandatory restrictions where water shortages are worst.
- **County Drought Taskforces:** A total of 31 counties have established drought task forces to coordinate local drought response. These counties include: Butte, Glenn, Humboldt, Imperial, Kern, Kings, Lake, Madera, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Orange, Placer, Plumas, Sacramento, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Siskiyou, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, and Yolo.
- **Tribal Taskforce:** A total of 4 tribes have established drought task forces to coordinate tribal drought response. These tribes include: Hoopa Valley Tribe (Humboldt County), Kashia Band of Pomo Indians (Sonoma County), Sherwood Valley Tribe (Mendocino County), and Yurok Tribe (Humboldt and Del Norte County).

DROUGHT RELATED WEBSITES FOR MORE INFORMATION

[Drought.CA.Gov](#): California's Drought Information Clearinghouse

State's Water Conservation Campaign, [Save our Water](#)
Local Government, [Drought Clearinghouse and Toolkit](#)

California Department of Food and Agriculture, [Drought information](#)

California Department of Water Resources, [Current Water Conditions](#)

California Data Exchange Center, [Snow Pack/Water Levels](#)

California State Water Resources Control Board, Water Rights, [Drought Info and Actions](#)

California Natural Resources Agency, [Drought Info and Actions](#)

State Water Resources Control Board, Drinking Water, [SWRCB Drinking Water Program](#)

California State Water Project, [Information](#)

[U.S. Drought Monitor](#) for Current Conditions throughout the Region

[U.S. Drought Portal](#), National Integrated Drought Information System (NIDIS)

National Weather Service [Climate Predictor Center](#)

USDA Drought Designations by County [CA County Designations](#)

USDA Disaster and Drought Assistance Information [USDA Programs](#)

U.S. Small Business Administration Disaster Assistance Office: www.sba.gov/disaster

Executive Department
State of California

EXECUTIVE ORDER B-29-15

WHEREAS on January 17, 2014, I proclaimed a State of Emergency to exist throughout the State of California due to severe drought conditions; and

WHEREAS on April 25, 2014, I proclaimed a Continued State of Emergency to exist throughout the State of California due to the ongoing drought; and

WHEREAS California's water supplies continue to be severely depleted despite a limited amount of rain and snowfall this winter, with record low snowpack in the Sierra Nevada mountains, decreased water levels in most of California's reservoirs, reduced flows in the state's rivers and shrinking supplies in underground water basins; and

WHEREAS the severe drought conditions continue to present urgent challenges including: drinking water shortages in communities across the state, diminished water for agricultural production, degraded habitat for many fish and wildlife species, increased wildfire risk, and the threat of saltwater contamination to fresh water supplies in the Sacramento-San Joaquin Bay Delta; and

WHEREAS a distinct possibility exists that the current drought will stretch into a fifth straight year in 2016 and beyond; and

WHEREAS new expedited actions are needed to reduce the harmful impacts from water shortages and other impacts of the drought; and

WHEREAS the magnitude of the severe drought conditions continues to present threats beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to combat; and

WHEREAS under the provisions of section 8558(b) of the Government Code, I find that conditions of extreme peril to the safety of persons and property continue to exist in California due to water shortage and drought conditions with which local authority is unable to cope; and

WHEREAS under the provisions of section 8571 of the California Government Code, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of the drought.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, in particular Government Code sections 8567 and 8571 of the California Government Code, do hereby issue this Executive Order, effective immediately.

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my January 17, 2014 Proclamation, my April 25, 2014 Proclamation, and Executive Orders B-26-14 and B-28-14 remain in full force and effect except as modified herein.

SAVE WATER

2. The State Water Resources Control Board (Water Board) shall impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016. These restrictions will require water suppliers to California's cities and towns to reduce usage as compared to the amount used in 2013. These restrictions should consider the relative per capita water usage of each water suppliers' service area, and require that those areas with high per capita use achieve proportionally greater reductions than those with low use. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.
3. The Department of Water Resources (the Department) shall lead a statewide initiative, in partnership with local agencies, to collectively replace 50 million square feet of lawns and ornamental turf with drought tolerant landscapes. The Department shall provide funding to allow for lawn replacement programs in underserved communities, which will complement local programs already underway across the state.
4. The California Energy Commission, jointly with the Department and the Water Board, shall implement a time-limited statewide appliance rebate program to provide monetary incentives for the replacement of inefficient household devices.
5. The Water Board shall impose restrictions to require that commercial, industrial, and institutional properties, such as campuses, golf courses, and cemeteries, immediately implement water efficiency measures to reduce potable water usage in an amount consistent with the reduction targets mandated by Directive 2 of this Executive Order.
6. The Water Board shall prohibit irrigation with potable water of ornamental turf on public street medians.
7. The Water Board shall prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or microspray systems.

8. The Water Board shall direct urban water suppliers to develop rate structures and other pricing mechanisms, including but not limited to surcharges, fees, and penalties, to maximize water conservation consistent with statewide water restrictions. The Water Board is directed to adopt emergency regulations, as it deems necessary, pursuant to Water Code section 1058.5 to implement this directive. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.

INCREASE ENFORCEMENT AGAINST WATER WASTE

9. The Water Board shall require urban water suppliers to provide monthly information on water usage, conservation, and enforcement on a permanent basis.
10. The Water Board shall require frequent reporting of water diversion and use by water right holders, conduct inspections to determine whether illegal diversions or wasteful and unreasonable use of water are occurring, and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. Pursuant to Government Code sections 8570 and 8627, the Water Board is granted authority to inspect property or diversion facilities to ascertain compliance with water rights laws and regulations where there is cause to believe such laws and regulations have been violated. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
11. The Department shall update the State Model Water Efficient Landscape Ordinance through expedited regulation. This updated Ordinance shall increase water efficiency standards for new and existing landscapes through more efficient irrigation systems, greywater usage, onsite storm water capture, and by limiting the portion of landscapes that can be covered in turf. It will also require reporting on the implementation and enforcement of local ordinances, with required reports due by December 31, 2015. The Department shall provide information on local compliance to the Water Board, which shall consider adopting regulations or taking appropriate enforcement actions to promote compliance. The Department shall provide technical assistance and give priority in grant funding to public agencies for actions necessary to comply with local ordinances.
12. Agricultural water suppliers that supply water to more than 25,000 acres shall include in their required 2015 Agricultural Water Management Plans a detailed drought management plan that describes the actions and measures the supplier will take to manage water demand during drought. The Department shall require those plans to include quantification of water supplies and demands for 2013, 2014, and 2015 to the extent data is available. The Department will provide technical assistance to water suppliers in preparing the plans.

13. Agricultural water suppliers that supply water to 10,000 to 25,000 acres of irrigated lands shall develop Agricultural Water Management Plans and submit the plans to the Department by July 1, 2016. These plans shall include a detailed drought management plan and quantification of water supplies and demands in 2013, 2014, and 2015, to the extent that data is available. The Department shall give priority in grant funding to agricultural water suppliers that supply water to 10,000 to 25,000 acres of land for development and implementation of Agricultural Water Management Plans.
14. The Department shall report to Water Board on the status of the Agricultural Water Management Plan submittals within one month of receipt of those reports.
15. Local water agencies in high and medium priority groundwater basins shall immediately implement all requirements of the California Statewide Groundwater Elevation Monitoring Program pursuant to Water Code section 10933. The Department shall refer noncompliant local water agencies within high and medium priority groundwater basins to the Water Board by December 31, 2015, which shall consider adopting regulations or taking appropriate enforcement to promote compliance.
16. The California Energy Commission shall adopt emergency regulations establishing standards that improve the efficiency of water appliances, including toilets, urinals, and faucets available for sale and installation in new and existing buildings.

INVEST IN NEW TECHNOLOGIES

17. The California Energy Commission, jointly with the Department and the Water Board, shall implement a Water Energy Technology (WET) program to deploy innovative water management technologies for businesses, residents, industries, and agriculture. This program will achieve water and energy savings and greenhouse gas reductions by accelerating use of cutting-edge technologies such as renewable energy-powered desalination, integrated on-site reuse systems, water-use monitoring software, irrigation system timing and precision technology, and on-farm precision technology.

STREAMLINE GOVERNMENT RESPONSE

18. The Office of Emergency Services and the Department of Housing and Community Development shall work jointly with counties to provide temporary assistance for persons moving from housing units due to a lack of potable water who are served by a private well or water utility with less than 15 connections, and where all reasonable attempts to find a potable water source have been exhausted.
19. State permitting agencies shall prioritize review and approval of water infrastructure projects and programs that increase local water supplies, including water recycling facilities, reservoir improvement projects, surface water treatment plants, desalination plants, stormwater capture, and greywater systems. Agencies shall report to the Governor's Office on applications that have been pending for longer than 90 days.

20. The Department shall take actions required to plan and, if necessary, implement Emergency Drought Salinity Barriers in coordination and consultation with the Water Board and the Department of Fish and Wildlife at locations within the Sacramento - San Joaquin delta estuary. These barriers will be designed to conserve water for use later in the year to meet state and federal Endangered Species Act requirements, preserve to the extent possible water quality in the Delta, and retain water supply for essential human health and safety uses in 2015 and in the future.
21. The Water Board and the Department of Fish and Wildlife shall immediately consider any necessary regulatory approvals for the purpose of installation of the Emergency Drought Salinity Barriers.
22. The Department shall immediately consider voluntary crop idling water transfer and water exchange proposals of one year or less in duration that are initiated by local public agencies and approved in 2015 by the Department subject to the criteria set forth in Water Code section 1810.
23. The Water Board will prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages. As the Department of Public Health's drinking water program was transferred to the Water Board, any reference to the Department of Public Health in any prior Proclamation or Executive Order listed in Paragraph 1 is deemed to refer to the Water Board.
24. The California Department of Forestry and Fire Protection shall launch a public information campaign to educate the public on actions they can take to help to prevent wildfires including the proper treatment of dead and dying trees. Pursuant to Government Code section 8645, \$1.2 million from the State Responsibility Area Fire Prevention Fund (Fund 3063) shall be allocated to the California Department of Forestry and Fire Protection to carry out this directive.
25. The Energy Commission shall expedite the processing of all applications or petitions for amendments to power plant certifications issued by the Energy Commission for the purpose of securing alternate water supply necessary for continued power plant operation. Title 20, section 1769 of the California Code of Regulations is hereby waived for any such petition, and the Energy Commission is authorized to create and implement an alternative process to consider such petitions. This process may delegate amendment approval authority, as appropriate, to the Energy Commission Executive Director. The Energy Commission shall give timely notice to all relevant local, regional, and state agencies of any petition subject to this directive, and shall post on its website any such petition.

26. For purposes of carrying out directives 2–9, 11, 16–17, 20–23, and 25, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are hereby suspended. This suspension applies to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions. This suspension, and those specified in paragraph 9 of the January 17, 2014 Proclamation, paragraph 19 of the April 25, 2014 proclamation, and paragraph 4 of Executive Order B-26-14, shall remain in effect until May 31, 2016. Drought relief actions taken pursuant to these paragraphs that are started prior to May 31, 2016, but not completed, shall not be subject to Division 13 (commencing with section 21000) of the Public Resources Code for the time required to complete them.
27. For purposes of carrying out directives 20 and 21, section 13247 and Chapter 3 of Part 3 (commencing with section 85225) of the Water Code are suspended.
28. For actions called for in this proclamation in directive 20, the Department shall exercise any authority vested in the Central Valley Flood Protection Board, as codified in Water Code section 8521, et seq., that is necessary to enable these urgent actions to be taken more quickly than otherwise possible. The Director of the Department of Water Resources is specifically authorized, on behalf of the State of California, to request that the Secretary of the Army, on the recommendation of the Chief of Engineers of the Army Corps of Engineers, grant any permission required pursuant to section 14 of the Rivers and Harbors Act of 1899 and codified in section 48 of title 33 of the United States Code.
29. The Department is directed to enter into agreements with landowners for the purposes of planning and installation of the Emergency Drought Barriers in 2015 to the extent necessary to accommodate access to barrier locations, land-side and water-side construction, and materials staging in proximity to barrier locations. Where the Department is unable to reach an agreement with landowners, the Department may exercise the full authority of Government Code section 8572.
30. For purposes of this Executive Order, chapter 3.5 (commencing with section 11340) of part 1 of division 3 of the Government Code and chapter 5 (commencing with section 25400) of division 15 of the Public Resources Code are suspended for the development and adoption of regulations or guidelines needed to carry out the provisions in this Order. Any entity issuing regulations or guidelines pursuant to this directive shall conduct a public meeting on the regulations and guidelines prior to adopting them.

31. In order to ensure that equipment and services necessary for drought response can be procured quickly, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, are hereby suspended for directives 17, 20, and 24. Approval by the Department of Finance is required prior to the execution of any contract entered into pursuant to these directives.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given to this Order.

IN WITNESS WHEREOF I have
hereunto set my hand and caused the
Great Seal of the State of California to
be affixed this 1st day of April 2015.

EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State



Fact Sheet

NOTICE OF PROPOSED EMERGENCY REGULATION *IMPLEMENTING THE 25% CONSERVATION STANDARD*

On April 1, 2015, Governor Jerry Brown issued the fourth in a series of Executive Orders on actions necessary to address California's severe drought conditions. With snowpack water content at a record low level of 5 percent of average for April 1st, major reservoir storage shrinking each day as a percentage of their daily average measured over the last several decades, and groundwater levels continuing to decline, urgent action is needed. The April 1 Executive Order requires, for the first time in the State's history, mandatory conservation of potable urban water use. Commercial agriculture in many parts of the State has already been notified of severe cutbacks in water supply contracted through the State and Federal Water Projects and is bracing for curtailments of surface water rights in the near-term. Conserving water more seriously now will forestall even more catastrophic impacts if it does not rain next year.

Stakeholder Involvement

To maximize input in a short amount of time, the State Water Board released a proposed regulatory framework for implementing the 25% conservation standard on April 7, 2015 for public input. Over 250 comments were submitted by water suppliers, local government, businesses, individuals, and non-governmental organizations. Draft regulations that considered this input were released on April 18 for informal public comment. Almost 300 comments were received that addressed the methodology for the assignment of conservation standards, the availability of exclusions or adjustments under defined conditions, how to approach the commercial, industrial and institutional (CII) sector, the requirements for smaller water suppliers, and the approach to enforcement. A Notice of Proposed Emergency Regulations, which considers this input and initiates the formal emergency rulemaking process, was released on April 28, 2015. If approved, water savings amounting to approximately 1.3 million acre-feet of water, or nearly as much water as is currently in Lake Oroville, will be realized over the next nine months.

What's Next

The Notice of Proposed Emergency Rulemaking begins a formal comment period that will conclude just prior to the State Water Board's consideration of adoption of the proposed emergency regulation at its May 5-6, 2015 meeting. The formal comment period will conclude on May 4, 2015 at 10:00am. All comments will be immediately provided to the Board Members and posted on the State Water Board's webpage at:

http://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/emergency_mandatory_regulations.shtml



During this formal notice period, all **comments must be received by 10:00am on Monday May 4, 2015** and submitted either electronically to: commentletters@waterboards.ca.gov or in writing to the address in the Notice. All comments should indicate on the subject line: "Comment Letter – Emergency Conservation Regulation."

Proposed Emergency Regulation - Key Provisions

Conservation Standard for Urban Water Suppliers

As drought conditions continue, all water suppliers will need to do more to meet the statewide 25% conservation standard. Since the State Water Board adopted its initial emergency urban conservation regulation in July 2014, statewide conservation has reached 9%. Everyone must do more, but the greatest opportunities to meet the statewide 25% conservation standard exist in those areas with higher water use. Often, but not always, these water suppliers are located in areas where the majority of the water use is directed at outdoor irrigation due to lot size, climate and other factors. As temperatures are forecast to climb to above average for the summer months, it will become even more important to take aggressive actions to reduce outdoor water use. The emergency regulation establishes tiers of required water reductions that emphasize the opportunities to reduce outdoor water use.

Many comments spoke to the question of fairness and equity in the construction of the tiers in earlier drafts of the regulation. Concerns were raised about accounting for factors that influence water use, such as past conservation, climate, lot size, density, and income. Ultimately, the tier structure proposed on April 18, 2015 was maintained as the best way to achieve the 25% water reduction called for by the Governor.

Feedback is specifically requested on whether the conservation framework should be modified to double the number of tiers and use two percent increments instead of four percent. This change would provide further refinement for water suppliers that find themselves on one side or the other of a tier.

The conservation savings for all urban water suppliers are allocated across nine tiers of increasing levels of residential water use (R-GPCD) to reach the statewide 25 percent reduction mandate. This approach lessens the disparities in reduction requirements between agencies that have similar levels of water consumption, but fall on different sides of dividing lines between tiers. Suppliers have been assigned a conservation standard that ranges between 8% and 36% based on their R-GPCD for the months of July – September, 2014. These three months reflect the amount of water used for summer outdoor irrigation, which provides the greatest opportunity for conservation savings. Some suppliers may be eligible, under specific conditions, for placement into a lower 4% conservation tier. Water suppliers that reduced their water use prior to the drought will have a lower R-GPCD and thus a lower conservation standard than water suppliers with similar climate and density factors where R-GPCD remains high.

Urban water suppliers (serving more than 3,000 customers or delivering more than 3,000 acre feet of water per year and accounting for more than 90% of urban water use) will be assigned a conservation standard, as shown in the following table:

Tier	R-GPCD Range		# of Suppliers in Range	Conservation Standard
	From	To		
1	reserved		0	4%
2	0	64.9	23	8%
3	65	79.9	24	12%
4	80	94.9	44	16%
5	95	109.9	51	20%
6	110	129.9	48	24%
7	130	169.9	82	28%
8	170	214.9	54	32%
9	215	612.0	85	36%

The Smith family of three learns that their water district must reduce water use by 12 percent. A manufacturing plant uses 20 percent of the water and cannot reduce its use. So, residents are told to reduce their use by 15 percent to meet the overall 12 percent target. The Smith family uses an average of 210 gallons per day (or about 70 gallons per person), 165 gallons for indoor use and 45 gallons for watering their small yard. To meet the 15% reduction requirement they must reduce total water use to about 180 gallons per day. This is equivalent to about 60 gallons per person per day.

The Jones family of four learn that their water district must reduce water use by 32 percent. An oil refinery uses 10 percent of the district's water and cannot reduce its use. Their city also has many small businesses, and a golf course, which can reduce use by more than 10 percent. The residents must now reduce their use by 30 percent to meet the overall 32 percent target. The Jones family uses an average of 1,200 gallons per day (or about 300 gallons per person); 300 gallons for indoor use and 900 gallons outdoors, to irrigate a large yard that includes grass and fruit trees. To cut water use by 30 percent, the Jones' must cut their water use by 360 gallons per day to 840 gallons which is equivalent to 210 gallons per person per day.

Exceptions

The proposed regulation allows water suppliers to request to modify their total water use or be placed into a lower conservation tier under two situations:

1. Urban water suppliers delivering more than 20 percent of their total water production to commercial agriculture may be allowed to modify the amount of water subject to their conservation standard. These suppliers must provide written certification to the Board to be able to subtract the water supplied to commercial agriculture from their total water production for baseline and conservation purposes.
2. Urban water suppliers that have a reserve supply of surface water that could last at least four years may be eligible for placement into lower conservation tier. Only suppliers meeting the eligibility criteria will be considered. These criteria relate to the source(s) of supply, storage capacity, and the number of years that those supplies could last.

Feedback is specifically requested on whether the regulation should allow water suppliers whose supplies include groundwater to apply for inclusion the 4% reserve tier if it can be demonstrated that they have a minimum of 4 years of supply, do not rely upon imported water, and their groundwater supplies recharge naturally.

Commercial, Industrial and Institutional Sector Clarification

There are no specific use reduction targets for commercial, industrial, and institutional users served by urban and all other water suppliers. Water suppliers will decide how to meet their conservation standard through reductions from both residential and non-residential users. Water suppliers are encouraged to look at their commercial, institutional and industrial properties that irrigate outdoor ornamental landscapes with potable water for potential conservation savings.

Conservation Standard For All Other Water Suppliers

Smaller water suppliers (serving fewer than 3,000 connections) will be required to achieve a 25% conservation standard or restrict outdoor irrigation to no more than two days per week. These smaller urban suppliers serve less than 10% of Californians.

End-User Requirements

The new prohibitions in the Executive Order apply to all Californians and will take effect immediately upon approval of the regulation by the Office of Administrative Law. These include:

- Irrigation with potable water of ornamental turf on public street medians is prohibited; and
- Irrigation with potable water outside of newly constructed homes and buildings not in accordance with emergency regulations or other requirements established in the California Building Standards Code is prohibited.

These are in addition to the existing restrictions that prohibit:

- Using potable water to wash sidewalks and driveways;
- Allowing runoff when irrigating with potable water;
- Using hoses with no shutoff nozzles to wash cars;
- Using potable water in decorative water features that do not recirculate the water;
- Irrigating outdoors during and within 48 hours following measureable rainfall; and
- Restaurants from serving water to their customers unless the customer requests it.

Additionally, hotels and motels must offer their guests the option to not have their linens and towels laundered daily, and prominently display this option in each guest room.

It will be very important as these provisions are implemented to ensure that existing trees remain healthy and do not present a public safety hazard. Guidance on the implementation of both prohibitions will be developed.

Self-Supplied CII

Commercial, industrial and institutional properties under Provision 5 of the Executive Order with an independent source of water supply (not served by a water supplier), are required under the proposed emergency regulation to either limit outdoor irrigation to two days per week or achieve a 25% reduction in water use. Often, these properties have large landscapes that would otherwise not be addressed by this regulation.

New Reporting Requirements

Total monthly water production and specific reporting on residential use and enforcement as laid out in the previously adopted emergency regulations will remain in effect. Because the conservation standard applies to total water production, the proposed emergency regulation expands the reporting to include information on water use in the commercial, industrial, and institutional sectors. Small water suppliers with fewer than 3,000 service connections will be required to submit a single report on December 15, 2015 that provides their water production from June-November 2015 and June-November 2013 and the number of days per week outdoor irrigation is allowed.

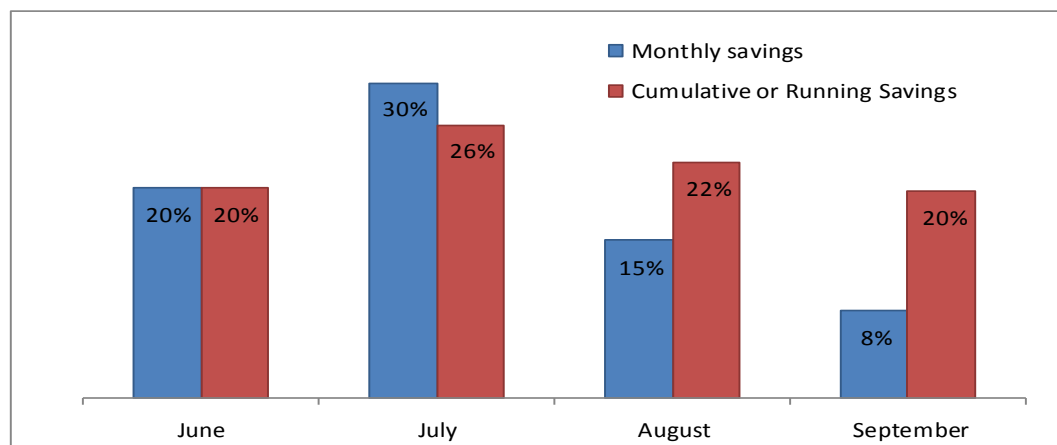
Commercial, industrial, and institutional facilities with an independent source of supply (they are not served by a water supplier) are not required to submit a report; however they should be prepared to demonstrate their compliance with the two day per week watering restriction or the 25% reduction in water use if requested to do so by the Board.

Compliance Assessment

In many communities around the state, over half (and up to 80 percent) of total residential water use is for outdoor irrigation during the summer months. With summer just around the corner, bringing with it the greatest opportunity for making substantial conservation gains, immediate action is essential. As a result, the Board will begin assessing compliance with the submittal of the June monthly report on July 15, 2015. Beyond June, the Board will track compliance on a cumulative basis. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. This tracking will look like the sample graph below.

Example Comparison of Monthly Savings and Cumulative Savings

	2013 Water Use	2015 Water Use	Monthly savings	Cumulative or Running Savings
June	1000	800	20%	20%
July	1500	1050	30%	26%
August	1200	1020	15%	22%
September	900	825	8%	20%



Two additional tools are included in the proposed emergency regulation to both expedite the investigation of water suppliers not meeting their conservation standard and to require the implementation of actions to correct this situation. A proposed informational order would require water suppliers to respond to request for information or face immediate enforcement. The proposed conservation order can be used to direct specific actions to correct non-compliance. Both of these tools are tailored to the emergency circumstances that the State finds itself in as a result of continuing drought conditions. Violation of an information or conservation order carries a penalty of up to \$500 per day.

The Board will work with water suppliers along the way that are not meeting their targets to implement actions to get them back on track. These actions could include changes to rates and pricing, restrictions on outdoor irrigation, public outreach, rebates and audit programs, leak detection and repair, and other measures. The Board may use its enforcement tools to ensure that water suppliers are on track to meet their conservation standards at any point during the 270 days that the emergency regulation is in effect.

Conclusion

No one knows how the future will unfold. While the state may return to “normal,” or even to above average hydrologic water conditions in 2016, such an outcome is far from certain. If there is a fifth, or even sixth, year of water scarcity the emergency regulation will have contributed to safeguarding the state’s future water supplies, thereby forestalling potentially dramatic economic consequences. An example of the challenge facing the State comes from Australia, which experienced persistent and severe drought across most of its continent between 2002 and 2012. Over the full course of the 10 years of drought, half a percentage point may have been shaved from Australia’s GDP growth rate due to water curtailments, lowered productivity, unemployment and reduced exports. A half-point reduction in GDP growth is significant: if this were to occur in California, cumulative state output would be reduced by close to half a trillion dollars over the same 10-year span of time.

The State Water Board is committed to working with water suppliers around the State on implementation of the emergency regulation to reduce the risk that the State faces if drought conditions do not abate. A workshop to discuss implementation of the emergency regulation will be scheduled for October 2015, and the Board will continue to receive monthly updates and hear public comment as it has been doing since adopting its initial emergency regulation in July 2014.

As Governor Brown said on April 1, 2015, when announcing his fourth Executive Order since the drought began, “All of us in so many different parts of California, doing so many different things, have to now pull together in our own different contexts to do what is required.”

(This fact sheet was last updated on April 28, 2015)

Urban Water Suppliers and Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Westborough Water District	257,568,499	213,776,790	43,791,709	17%	40.6	2	8%
Arcata City of	499,104,000	495,047,000	4,057,000	1%	43.5	2	8%
San Francisco Public Utilities Commission	20,365,410,000	18,717,900,000	1,647,510,000	8%	45.4	2	8%
Santa Cruz City of	2,527,700,000	1,933,400,000	594,300,000	24%	47.3	2	8%
California Water Service Company South San Francisco	2,075,673,590	1,907,534,254	168,139,336	8%	48.8	2	8%
California-American Water Company Monterey District	2,903,844,543	2,590,336,368	313,508,175	11%	51.3	2	8%
California Water Service Company East Los Angeles	3,998,522,861	3,819,956,279	178,566,582	4%	51.4	2	8%
California-American Water Company San Diego District	2,795,094,888	2,578,195,144	216,899,744	8%	51.9	2	8%
Cambria Community Services District	166,216,813	95,513,570	70,703,243	43%	54.3	2	8%
East Palo Alto, City of	409,886,088	454,911,335	-45,025,247	-11%	55.6	2	8%
Park Water Company	2,833,164,110	2,598,821,539	234,342,571	8%	55.6	2	8%
San Bruno City of	929,865,974	849,620,197	80,245,777	9%	55.7	2	8%
Daly City City of	1,888,066,301	1,622,632,784	265,433,517	14%	58.8	2	8%
North Coast County Water District	809,332,364	713,333,361	95,999,003	12%	59.5	2	8%
Golden State Water Company Florence Graham	1,246,577,219	1,227,482,326	19,094,894	2%	59.7	2	8%
Golden State Water Company Bell-Bell Gardens	1,279,423,043	1,208,354,847	71,068,196	6%	60.8	2	8%
Coastside County Water District	565,550,000	524,430,000	41,120,000	7%	61.9	2	8%
Hayward City of	4,474,967,937	3,957,222,483	517,745,455	12%	62.1	2	8%
Grover Beach City of	352,828,667	208,202,769	144,625,897	41%	62.3	2	8%
Redwood City City of	2,525,846,774	2,179,170,327	346,676,447	14%	63.4	2	8%
Compton City of	1,858,895,919	1,837,323,747	21,572,172	1%	63.6	2	8%
Soquel Creek Water District	1,046,626,000	826,889,000	219,737,000	21%	64.2	2	8%
Seal Beach City of	905,215,264	856,337,550	48,877,714	5%	64.7	2	8%
Inglewood City of	2,457,964,645	2,284,776,001	173,188,643	7%	65.1	3	12%
Goleta Water District	3,523,431,480	3,053,227,871	470,203,609	13%	65.5	3	12%
Oxnard City of	5,742,131,037	5,086,123,686	656,007,351	11%	66.6	3	12%
Paramount City of	1,628,999,712	1,623,382,034	5,617,679	0%	67.0	3	12%
California Water Service Company King City	428,820,478	403,729,918	25,090,560	6%	67.7	3	12%
Golden State Water Company Southwest	7,303,405,789	6,894,299,322	409,106,467	6%	68.2	3	12%
Golden State Water Company Bay Point	512,238,443	452,672,802	59,565,641	12%	69.2	3	12%
San Luis Obispo City of	1,387,716,506	1,278,706,170	109,010,336	8%	69.9	3	12%
Morro Bay City of	316,836,255	281,236,756	35,599,499	11%	70.0	3	12%
South Gate City of	2,066,696,383	2,017,629,675	49,066,708	2%	70.1	3	12%
Vernon City of	1,907,061,769	1,788,380,162	118,681,607	6%	70.6	3	12%
Huntington Park City of	1,171,761,731	1,128,423,492	43,338,240	4%	71.3	3	12%
Golden State Water Company Norwalk	1,214,317,928	1,131,519,080	82,798,848	7%	72.2	3	12%
Milpitas City of	2,719,687,979	2,424,775,231	294,912,748	11%	72.3	3	12%
Estero Municipal Improvement District	1,137,677,797	1,077,438,670	60,239,127	5%	72.8	3	12%

Urban Water Suppliers and Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Golden State Water Company S San Gabriel	664,867,252	637,528,317	27,338,935	4%	73.6	3	12%
Sweetwater Authority	5,185,495,337	4,886,767,783	298,727,554	6%	75.0	3	12%
City of Big Bear Lake, Dept of Water & Power	610,520,000	590,469,860	20,050,140	3%	75.8	3	12%
La Palma City of	545,401,972	497,342,471	48,059,501	9%	75.9	3	12%
Marina Coast Water District	1,063,425,908	946,396,368	117,029,540	11%	76.0	3	12%
Lompoc City of	1,253,200,000	1,106,800,000	146,400,000	12%	76.6	3	12%
San Lorenzo Valley Water District	416,952,583	335,050,267	81,902,316	20%	77.9	3	12%
Santa Ana City of	9,729,076,397	9,323,684,636	405,391,760	4%	78.3	3	12%
Port Hueneme City of	500,546,894	456,100,759	44,446,135	9%	78.9	3	12%
Santa Fe Springs City of	1,526,056,730	1,408,567,739	117,488,991	8%	80.1	4	16%
Crestline Village Water District	185,010,871	167,499,027	17,511,844	9%	80.3	4	16%
McKinleyville Community Service District	344,448,000	300,869,000	43,579,000	13%	80.5	4	16%
Montebello Land and Water Company	859,407,071	791,398,619	68,008,451	8%	80.5	4	16%
Sweetwater Springs Water District	208,544,913	177,491,272	31,053,641	15%	80.8	4	16%
Santa Barbara City of	3,348,530,727	2,632,951,217	715,579,509	21%	80.9	4	16%
Rohnert Park City of	1,267,000,000	1,124,000,000	143,000,000	11%	81.0	4	16%
Lake Arrowhead Community Services District	440,648,885	386,238,213	54,410,671	12%	81.5	4	16%
Valley County Water District	2,033,127,821	1,853,913,772	179,214,049	9%	81.6	4	16%
San Diego City of	47,355,303,598	46,452,597,390	902,706,208	2%	82.0	4	16%
Mountain View City of	2,967,854,797	2,531,213,885	436,640,912	15%	82.5	4	16%
Golden State Water Company Artesia	1,402,138,690	1,348,796,812	53,341,879	4%	83.4	4	16%
California Water Service Company Dominguez	8,444,765,582	8,077,205,172	367,560,410	4%	83.7	4	16%
Greenfield, City of	573,049,890	501,684,126	71,365,764	12%	83.8	4	16%
Long Beach City of	14,658,100,592	13,842,168,619	815,931,973	6%	83.8	4	16%
Dublin San Ramon Services District	2,779,417,000	1,959,505,000	819,912,000	29%	84.7	4	16%
Golden State Water Company Culver City	1,415,824,450	1,344,756,254	71,068,196	5%	84.8	4	16%
Sunnyvale City of	4,612,426,949	3,920,970,221	691,456,728	15%	85.2	4	16%
California Water Service Company Salinas District	4,612,101,098	4,065,974,106	546,126,992	12%	86.0	4	16%
Lynwood City of	1,264,349,156	1,237,371,916	26,977,240	2%	86.3	4	16%
Santa Rosa City of	5,454,466,874	4,447,473,373	1,006,993,501	18%	86.7	4	16%
Hawthorne City of	1,070,747,789	1,135,592,223	-64,844,434	-6%	86.7	4	16%
California Water Service Company Mid Peninsula	3,986,792,209	3,551,780,554	435,011,655	11%	87.4	4	16%
San Gabriel Valley Water Company	9,747,519,587	9,124,165,807	623,353,780	6%	88.3	4	16%
Alameda County Water District	10,539,100,000	8,458,900,000	2,080,200,000	20%	88.3	4	16%
Santa Clara City of	5,338,900,000	4,749,500,000	589,400,000	11%	88.3	4	16%
Menlo Park City of	1,058,240,665	769,095,397	289,145,268	27%	88.6	4	16%
Millbrae City of	668,885,610	603,267,242	65,618,369	10%	89.2	4	16%
Petaluma City of	2,407,770,000	2,071,485,000	336,285,000	14%	89.6	4	16%

Urban Water Suppliers and Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Hi-Desert Water District	744,117,577	733,074,472	11,043,105	1%	90.2	4	16%
Burlingame City of	1,288,363,748	1,075,113,151	213,250,598	17%	90.4	4	16%
Los Angeles Department of Water and Power	139,452,680,105	130,343,503,463	9,109,176,642	7%	90.9	4	16%
Vallejo City of	4,410,308,000	4,020,375,000	389,933,000	9%	91.3	4	16%
San Buenaventura City of	4,446,346,994	3,813,888,925	632,458,069	14%	91.3	4	16%
Pico Rivera City of	1,267,056,981	1,099,162,034	167,894,948	13%	91.6	4	16%
Scotts Valley Water District	311,979,632	253,857,835	58,121,797	19%	91.6	4	16%
Irvine Ranch Water District	15,406,744,246	15,015,266,341	391,477,904	3%	91.7	4	16%
Santa Maria City of	3,370,607,161	3,257,210,864	113,396,297	3%	93.0	4	16%
Windsor, Town of	963,136,985	817,896,531	145,240,453	15%	93.0	4	16%
California Water Service Company Redwood Valley	108,182,674	82,440,411	25,742,263	24%	93.3	4	16%
American Canyon, City of	915,968,361	777,155,653	138,812,708	15%	93.5	4	16%
Golden State Water Company West Orange	4,000,477,969	3,830,090,258	170,387,711	4%	94.2	4	16%
East Bay Municipal Utilities District	52,390,500,000	46,127,500,000	6,263,000,000	12%	94.2	4	16%
Crescent City City of	583,110,000	710,650,000	-127,540,000	-22%	94.5	4	16%
Martinez City of	1,027,679,751	871,695,210	155,984,540	15%	95.5	5	20%
Pomona City of	5,817,361,333	5,468,536,077	348,825,256	6%	95.9	5	20%
San Jose City of	5,294,000,000	4,707,000,000	587,000,000	11%	96.0	5	20%
Bellflower-Somerset Mutual Water Company	1,350,031,789	1,268,477,694	81,554,095	6%	96.2	5	20%
California Water Service Company Hermosa/Redondo	2,984,799,071	2,983,495,666	1,303,406	0%	96.4	5	20%
Azusa City of	5,165,530,597	4,670,763,054	494,767,543	10%	97.3	5	20%
California Water Service Company Stockton	6,808,665,567	6,318,910,872	489,754,695	7%	97.6	5	20%
El Segundo City of	1,692,179,532	1,788,496,457	-96,316,925	-6%	97.9	5	20%
Westminster City of	3,064,371,990	2,956,971,359	107,400,630	4%	98.0	5	20%
Carpinteria Valley Water District	1,160,826,158	1,028,941,051	131,885,107	11%	98.2	5	20%
Lomita City of	591,013,026	547,632,425	43,380,600	7%	98.2	5	20%
Norwalk City of	559,456,000	511,830,000	47,626,000	9%	98.6	5	20%
Mesa Water District	4,434,609,825	4,283,056,327	151,553,499	3%	99.0	5	20%
Moulton Niguel Water District	7,135,207,799	6,864,125,480	271,082,319	4%	99.2	5	20%
Santa Monica City of	3,462,200,000	3,321,100,000	141,100,000	4%	99.2	5	20%
Rowland Water District	2,857,000,142	2,756,214,295	100,785,846	4%	99.2	5	20%
Livermore City of Division of Water Resources	1,642,615,000	1,199,514,000	443,101,000	27%	100.1	5	20%
Fountain Valley City of	2,438,968,604	2,305,516,153	133,452,452	5%	100.2	5	20%
Watsonville City of	2,045,660,752	1,803,744,576	241,916,176	12%	100.3	5	20%
Lathrop, City of	1,149,290,000	990,960,000	158,330,000	14%	100.3	5	20%
Pittsburg City of	2,481,549,000	2,226,323,000	255,226,000	10%	100.4	5	20%
El Monte City of	328,279,000	312,936,000	15,343,000	5%	100.6	5	20%
Tahoe City Public Utilities District	372,523,331	326,265,848	46,257,483	12%	100.9	5	20%

Urban Water Suppliers and Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Mid-Peninsula Water District	823,925,361	712,822,442	111,102,919	13%	101.4	5	20%
Mammoth Community Water District	499,483,000	447,407,000	52,076,000	10%	102.9	5	20%
San Gabriel County Water District	1,612,133,643	1,485,957,453	126,176,190	8%	102.9	5	20%
Helix Water District	8,454,736,636	8,067,103,778	387,632,858	5%	103.6	5	20%
Whittier City of	2,041,957,743	2,084,064,264	-42,106,521	-2%	104.2	5	20%
Great Oaks Water Company Incorporated	2,641,791,567	2,210,783,322	431,008,244	16%	104.2	5	20%
Hollister City of	832,612,930	742,476,980	90,135,950	11%	104.4	5	20%
Calexico City of	1,524,360,000	1,440,570,000	83,790,000	5%	104.6	5	20%
Lakewood City of	2,086,631,973	1,856,580,866	230,051,107	11%	105.0	5	20%
Oceanside City of	6,988,111,948	6,765,555,423	222,556,525	3%	105.1	5	20%
San Jose Water Company	36,046,000,000	31,608,300,000	4,437,700,000	12%	105.7	5	20%
Valley of the Moon Water District	800,300,880	646,691,259	153,609,621	19%	106.5	5	20%
Escondido City of	4,625,134,351	4,059,907,513	565,226,838	12%	106.7	5	20%
Fairfield City of	5,435,000,000	4,853,000,000	582,000,000	11%	106.7	5	20%
Downey City of	4,090,256,554	3,834,059,128	256,197,426	6%	106.9	5	20%
Glendale City of	6,839,188,070	6,346,086,881	493,101,189	7%	107.1	5	20%
Otay Water District	8,209,272,756	7,888,634,952	320,637,804	4%	107.1	5	20%
Marin Municipal Water District	7,006,662,670	5,966,662,221	1,040,000,448	15%	107.4	5	20%
Camarillo City of	2,747,943,839	2,399,416,293	348,527,546	13%	107.5	5	20%
California-American Water Company Sacramento District	8,801,191,649	7,285,565,423	1,515,626,225	17%	107.8	5	20%
Adelanto city of	1,091,834,544	993,603,394	98,231,150	9%	108.5	5	20%
Anaheim City of	16,337,538,847	15,992,788,037	344,750,810	2%	108.6	5	20%
Ukiah City of	678,601,000	551,722,000	126,879,000	19%	108.6	5	20%
Huntington Beach City of	7,506,541,568	7,116,888,432	389,653,136	5%	109.0	5	20%
Napa City of	3,605,871,891	3,247,435,321	358,436,570	10%	109.2	5	20%
Lakeside Water District	1,064,566,388	977,942,044	86,624,343	8%	109.3	5	20%
Padre Dam Municipal Water District	2,952,148,758	2,752,858,026	199,290,733	7%	109.4	5	20%
Crescenta Valley Water District	1,200,433,997	1,043,760,838	156,673,159	13%	109.4	5	20%
Torrance City of	3,906,665,343	3,703,464,394	203,200,950	5%	111.0	6	24%
Big Bear City Community Services District	266,135,894	256,898,007	9,237,888	3%	111.0	6	24%
Vista Irrigation District	4,896,569,394	4,632,303,886	264,265,507	5%	111.1	6	24%
Perris, City of	437,809,090	430,597,020	7,212,070	2%	111.9	6	24%
Pismo Beach City of	434,216,578	359,495,587	74,720,991	17%	113.1	6	24%
Vallecitos Water District	4,390,033,350	4,037,168,840	352,864,510	8%	116.1	6	24%
Soledad, City of	581,571,300	531,785,500	49,785,800	9%	116.7	6	24%
Manhattan Beach City of	1,219,661,891	1,153,188,200	66,473,691	5%	116.7	6	24%
Palo Alto City of	3,180,440,852	2,685,999,460	494,441,392	16%	116.8	6	24%
Gilroy City of	2,328,666,000	1,995,678,000	332,988,000	14%	117.5	6	24%

Urban Water Suppliers and Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Humboldt Community Service District	610,120,000	573,669,000	36,451,000	6%	117.9	6	24%
Alhambra City of	2,575,148,433	2,329,573,763	245,574,669	10%	118.3	6	24%
Golden State Water Company S Arcadia	908,701,874	851,189,098	57,512,777	6%	118.5	6	24%
Orchard Dale Water District	589,289,272	550,757,340	38,531,931	7%	118.6	6	24%
Buena Park City of	3,777,921,445	3,441,805,698	336,115,747	9%	118.9	6	24%
Golden State Water Company Placentia	1,868,334,327	1,778,757,770	89,576,557	5%	118.9	6	24%
Pico Water District	1,029,001,320	960,057,631	68,943,690	7%	119.1	6	24%
Delano City of	2,386,120,000	2,229,650,000	156,470,000	7%	119.4	6	24%
El Centro City of	1,978,323,000	1,910,544,000	67,779,000	3%	119.5	6	24%
Pleasanton City of	4,439,552,000	3,099,891,000	1,339,661,000	30%	119.8	6	24%
Woodland City of	2,938,159,020	2,454,292,204	483,866,816	16%	119.8	6	24%
El Toro Water District	2,331,141,109	2,239,576,858	91,564,251	4%	119.9	6	24%
San Fernando City of	839,719,127	786,931,196	52,787,931	6%	120.3	6	24%
Suburban Water Systems San Jose Hills	7,160,122,399	6,833,016,444	327,105,955	5%	120.3	6	24%
Sunny Slope Water Company	1,052,785,122	950,022,234	102,762,888	10%	120.5	6	24%
California Water Service Company Livermore	2,781,467,781	1,909,163,511	872,304,270	31%	120.5	6	24%
Laguna Beach County Water District	872,082,691	867,064,579	5,018,112	1%	121.0	6	24%
Fortuna City of	303,008,000	276,986,000	26,022,000	9%	121.2	6	24%
Amador Water Agency	899,761,000	773,623,400	126,137,600	14%	121.5	6	24%
South Coast Water District	1,639,847,306	1,549,814,557	90,032,749	5%	121.7	6	24%
Alco Water Service	1,156,954,000	1,028,617,000	128,337,000	11%	124.2	6	24%
Monte Vista Water District	2,603,464,922	2,359,464,115	244,000,807	9%	125.0	6	24%
Golden State Water Company Barstow	1,595,531,512	1,445,509,515	150,021,997	9%	125.4	6	24%
California Water Service Company Marysville	575,127,769	496,597,575	78,530,194	14%	125.5	6	24%
Coachella City of	1,395,900,000	1,294,010,000	101,890,000	7%	125.5	6	24%
Brea City of	2,826,761,129	2,727,376,444	99,384,685	4%	125.9	6	24%
Colton, City of	2,519,711,330	2,487,549,794	32,161,536	1%	126.3	6	24%
Chino City of	3,332,449,959	3,123,999,542	208,450,416	6%	126.7	6	24%
Santa Margarita Water District	7,105,190,366	6,932,489,109	172,701,256	2%	126.8	6	24%
Reedley City of	1,302,000,000	1,109,000,000	193,000,000	15%	126.9	6	24%
Ontario City of	8,782,999,363	8,499,508,622	283,490,741	3%	126.9	6	24%
Valencia Water Company	7,817,224,611	6,780,899,767	1,036,324,844	13%	127.0	6	24%
Groveland Community Services District	127,297,632	96,625,396	30,672,236	24%	127.5	6	24%
Eureka City of	860,874,000	799,778,000	61,096,000	7%	128.1	6	24%
North Marin Water District	2,457,000,000	1,986,810,000	470,190,000	19%	129.1	6	24%
City of Newman Water Department	559,946,000	448,854,000	111,092,000	20%	129.2	6	24%
Tuolumne Utilities District	1,441,240,862	992,152,425	449,088,437	31%	129.3	6	24%
Golden State Water Company Simi Valley	1,830,698,487	1,657,215,187	173,483,300	9%	129.9	6	24%

Urban Water Suppliers and Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Twentynine Palms Water District	666,765,336	641,552,256	25,213,080	4%	130.5	7	28%
Eastern Municipal Water District	22,059,815,756	21,154,600,492	905,215,264	4%	130.7	7	28%
South Pasadena City of	1,045,005,526	935,193,595	109,811,931	11%	131.0	7	28%
California Water Service Company Oroville	830,595,287	682,007,037	148,588,251	18%	131.6	7	28%
Healdsburg City of	540,150,000	446,810,000	93,340,000	17%	131.9	7	28%
Burbank City of	4,712,137,486	4,362,205,638	349,931,847	7%	132.2	7	28%
Arroyo Grande City of	776,210,684	654,635,517	121,575,167	16%	132.4	7	28%
San Juan Capistrano City of	2,040,416,466	1,962,283,810	78,132,655	4%	133.3	7	28%
Garden Grove City of	6,584,316,860	6,185,605,054	398,711,806	6%	133.6	7	28%
Del Oro Water Company	369,631,917	306,051,990	63,579,927	17%	134.3	7	28%
Humboldt Bay Municipal Water District	146,056,000	148,820,000	-2,764,000	-2%	134.5	7	28%
Tracy City of	4,529,625,694	3,497,663,768	1,031,961,925	23%	134.6	7	28%
Riverside City of	17,427,511,870	15,956,944,380	1,470,567,490	8%	135.3	7	28%
West Kern Water District	4,045,106,581	3,679,048,346	366,058,235	9%	135.4	7	28%
Fullerton City of	7,215,373,767	6,969,105,034	246,268,733	3%	136.8	7	28%
Lincoln Avenue Water Company	613,030,807	557,668,649	55,362,157	9%	137.2	7	28%
La Habra City of Public Works	2,397,728,848	2,535,032,864	-137,304,016	-6%	137.5	7	28%
Newport Beach City of	4,220,349,478	3,924,557,845	295,791,633	7%	137.8	7	28%
Carlsbad Municipal Water District	4,342,002,850	4,259,269,173	82,733,677	2%	138.6	7	28%
Pasadena City of	8,349,297,631	7,614,975,148	734,322,483	9%	139.0	7	28%
Truckee-Donner Public Utilities District	1,264,764,466	1,144,274,188	120,490,278	10%	139.4	7	28%
Contra Costa Water District	8,855,338,380	7,547,370,752	1,307,967,628	15%	139.9	7	28%
Shasta Lake City of	309,004,338	258,461,000	50,543,338	16%	140.2	7	28%
Suburban Water Systems Whittier/La Mirada	5,584,910,982	5,234,793,399	350,117,583	6%	141.1	7	28%
Antioch City of	4,642,068,000	4,042,923,000	599,145,000	13%	141.9	7	28%
South Tahoe Public Utilities District	1,641,227,000	1,550,474,000	90,753,000	6%	141.9	7	28%
Sonoma City of	583,798,675	494,362,234	89,436,441	15%	142.7	7	28%
San Gabriel Valley Fontana Water Company	10,907,224,816	10,188,722,419	718,502,397	7%	142.9	7	28%
West Sacramento City of	3,567,747,274	2,941,460,832	626,286,443	18%	143.0	7	28%
Tehachapi, City of	582,624,632	536,291,818	46,332,814	8%	143.7	7	28%
Davis City of	3,023,400,000	2,527,400,000	496,000,000	16%	143.9	7	28%
Benicia City of	1,543,102,018	1,217,315,761	325,786,257	21%	143.9	7	28%
California Water Service Company Dixon, City of	382,549,575	346,705,918	35,843,657	9%	144.3	7	28%
Sunnyslope County Water District	694,319,032	596,249,460	98,069,572	14%	144.6	7	28%
Roseville City of	8,448,024,096	6,930,859,852	1,517,164,244	18%	145.1	7	28%
Elk Grove Water Service	1,982,552,982	1,615,618,816	366,934,166	19%	145.3	7	28%
Paso Robles City of	1,705,474,000	1,511,094,000	194,380,000	11%	146.1	7	28%
Elsinore Valley Municipal Water District	6,567,437,756	6,285,445,931	281,991,825	4%	146.3	7	28%

Urban Water Suppliers and Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Sacramento City of	28,979,000,000	23,440,000,000	5,539,000,000	19%	146.4	7	28%
Walnut Valley Water District	5,119,451,770	4,877,344,159	242,107,610	5%	146.4	7	28%
Rialto City of	2,544,482,555	2,596,683,954	-52,201,399	-2%	146.8	7	28%
Diablo Water District	1,487,225,000	1,338,770,000	148,455,000	10%	147.7	7	28%
Patterson City of	1,040,156,104	948,595,320	91,560,784	9%	148.3	7	28%
San Dieguito Water District	1,583,703,106	1,621,176,020	-37,472,914	-2%	148.4	7	28%
Orange City of	7,732,617,288	7,437,395,896	295,221,393	4%	148.7	7	28%
California Water Service Company Kern River Valley	222,882,376	201,376,182	21,506,194	10%	148.9	7	28%
San Bernardino City of	11,535,034,614	10,722,937,586	812,097,028	7%	149.1	7	28%
Suisun-Solano Water Authority	1,038,300,000	918,300,000	120,000,000	12%	150.0	7	28%
Cerritos City of	2,219,233,953	1,991,297,621	227,936,332	10%	153.6	7	28%
Sanger City of	1,552,776,000	1,422,246,000	130,530,000	8%	153.7	7	28%
Fresno City of	36,603,191,424	30,513,707,650	6,089,483,774	17%	154.2	7	28%
Monrovia City of	1,885,000,000	1,673,000,000	212,000,000	11%	154.6	7	28%
Covina City of	1,500,350,310	1,393,914,200	106,436,110	7%	154.7	7	28%
Lake Hemet Municipal Water District	2,880,852,466	2,579,961,258	300,891,208	10%	154.9	7	28%
Stockton City of	8,304,530,000	7,263,300,000	1,041,230,000	13%	155.0	7	28%
Jurupa Community Service District	6,546,170,411	6,107,698,865	438,471,545	7%	155.5	7	28%
Ventura County Waterworks District No. 8	5,424,122,854	4,896,895,245	527,227,609	10%	156.1	7	28%
Tustin City of	2,984,049,613	2,895,189,929	88,859,684	3%	156.5	7	28%
California-American Water Company Los Angeles District	5,579,752,754	5,179,473,602	400,279,151	7%	156.8	7	28%
San Clemente City of	2,270,663,084	2,331,434,375	-60,771,291	-3%	157.7	7	28%
Chino Hills City of	3,952,965,804	3,587,674,904	365,290,900	9%	157.8	7	28%
Rubidoux Community Service District	1,400,190,000	1,335,510,000	64,680,000	5%	157.9	7	28%
Arvin Community Services District	740,072,884	667,768,501	72,304,383	10%	157.9	7	28%
Rosamond Community Service District	719,200,000	712,000,000	7,200,000	1%	158.1	7	28%
Golden State Water Company San Dimas	3,063,589,946	2,950,649,842	112,940,105	4%	159.0	7	28%
Apple Valley Ranchos Water Company	4,101,713,205	3,942,264,436	159,448,769	4%	159.8	7	28%
Hanford City of	3,229,776,700	2,793,029,816	436,746,884	14%	160.0	7	28%
Santa Paula City of	1,218,270,506	1,081,725,724	136,544,782	11%	160.2	7	28%
Morgan Hill City of	2,262,311,000	1,786,089,000	476,222,000	21%	161.3	7	28%
North Tahoe Public Utility District	350,120,000	332,141,000	17,979,000	5%	161.7	7	28%
Atascadero Mutual Water Company	1,291,000,000	1,056,900,000	234,100,000	18%	163.0	7	28%
Thousand Oaks City of	3,106,634,920	2,792,709,655	313,925,265	10%	163.7	7	28%
Victorville Water District	4,985,852,685	4,486,322,447	499,530,238	10%	164.4	7	28%
Fillmore City of	482,079,202	446,216,000	35,863,202	7%	165.6	7	28%
Nipomo Community Services District	665,258,273	527,032,098	138,226,175	21%	165.6	7	28%
Ramona Municipal Water District	1,087,105,531	1,049,746,665	37,358,866	3%	165.9	7	28%

Urban Water Suppliers and Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Ceres City of	1,985,969,000	1,848,968,000	137,001,000	7%	166.1	7	28%
El Dorado Irrigation District	10,044,044,386	7,600,810,386	2,443,234,000	24%	166.2	7	28%
Newhall County Water District	2,611,216,927	2,326,139,289	285,077,638	11%	166.5	7	28%
California Water Service Company Willows	364,301,895	318,682,696	45,619,200	13%	168.6	7	28%
East Valley Water District	5,405,695,956	4,782,879,831	622,816,125	12%	169.4	7	28%
Joshua Basin Water District	409,078,118	382,604,644	26,473,473	6%	169.5	7	28%
Imperial, City of	687,420,000	671,127,000	16,293,000	2%	171.6	8	32%
Manteca City of	3,844,580,000	3,212,645,000	631,935,000	16%	172.0	8	32%
Ventura County Waterworks District No 1	2,688,665,294	2,241,890,403	446,774,892	17%	172.0	8	32%
Dinuba City of	1,126,830,000	977,550,000	149,280,000	13%	172.3	8	32%
Madera City of	2,268,235,000	2,115,715,000	152,520,000	7%	173.5	8	32%
California Water Service Company Los Altos/Suburban	3,714,706,268	3,136,645,836	578,060,431	16%	173.8	8	32%
Hesperia Water District City of	3,676,581,651	3,538,094,794	138,486,856	4%	174.6	8	32%
Castaic Lake Water Agency Santa Clarita Water Division	7,358,051,073	6,493,567,237	864,483,836	12%	174.8	8	32%
Brentwood City of	3,038,220,000	2,663,210,000	375,010,000	12%	174.9	8	32%
San Jacinto City of	756,372,530	651,046,816	105,325,714	14%	176.1	8	32%
La Verne City of	2,094,159,141	1,955,656,970	138,502,171	7%	176.5	8	32%
Rincon Del Diablo Municipal Water District	1,766,766,437	1,514,883,284	251,883,153	14%	179.2	8	32%
Mission Springs Water District	2,072,832,166	1,979,439,888	93,392,277	5%	179.4	8	32%
Banning City of	2,219,758,574	2,058,002,667	161,755,907	7%	179.4	8	32%
Brawley City of	1,842,390,000	1,088,690,000	753,700,000	41%	179.5	8	32%
Cucamonga Valley Water District	12,916,078,335	12,778,430,872	137,647,463	1%	180.0	8	32%
Calaveras County Water District	1,468,843,000	1,200,100,000	268,743,000	18%	180.1	8	32%
Phelan Pinon Hills Community Services District	635,139,826	675,206,517	-40,066,691	-6%	181.6	8	32%
Porterville City of	3,123,277,400	2,849,237,200	274,040,200	9%	182.0	8	32%
Sacramento County Water Agency	9,991,675,171	8,451,666,395	1,540,008,776	15%	184.3	8	32%
California-American Water Ventura District	4,397,006,571	3,988,454,052	408,552,519	9%	184.6	8	32%
Blythe City of	806,370,000	811,680,000	-5,310,000	-1%	186.1	8	32%
Yreka, City of	593,290,000	519,800,000	73,490,000	12%	186.4	8	32%
Palmdale Water District	5,291,175,472	5,010,063,446	281,112,026	5%	187.2	8	32%
Yuba City City of	4,215,490,000	3,629,080,000	586,410,000	14%	188.2	8	32%
California Water Service Company Selma	1,492,399,536	1,239,212,977	253,186,559	17%	189.2	8	32%
Western Municipal Water District of Riverside	5,887,379,311	5,683,989,367	203,389,944	3%	189.2	8	32%
Riverbank City of	860,786,846	737,503,990	123,282,856	14%	191.2	8	32%
California Water Service Company Visalia	8,033,215,230	7,144,292,537	888,922,693	11%	191.7	8	32%
Hemet City of	1,116,063,947	1,045,970,047	70,093,900	6%	192.8	8	32%
Turlock City of	5,571,505,100	4,909,059,441	662,445,659	12%	193.9	8	32%
Corona City of	8,699,410,000	8,297,070,000	402,340,000	5%	194.3	8	32%

Urban Water Suppliers and Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Trabuco Canyon Water District	764,121,596	767,705,962	-3,584,366	0%	194.9	8	32%
Triunfo Sanitation District / Oak Park Water Service	687,285,830	597,937,369	89,348,461	13%	195.6	8	32%
Lamont Public Utility District	993,121,000	914,688,000	78,433,000	8%	197.4	8	32%
California Water Service Company Bakersfield	18,863,864,960	16,841,305,153	2,022,559,807	11%	197.6	8	32%
Lemoore City of	1,967,044,000	1,783,354,000	183,690,000	9%	198.9	8	32%
Golden State Water Company Orcutt	1,941,781,239	1,705,636,709	236,144,529	12%	199.8	8	32%
Vacaville City of	4,536,829,418	3,868,833,993	667,995,425	15%	199.9	8	32%
Citrus Heights Water District	3,723,178,405	3,023,575,391	699,603,014	19%	201.4	8	32%
Poway City of	2,984,245,124	2,893,299,991	90,945,133	3%	201.7	8	32%
Livingston City of	1,870,481,000	1,810,513,000	59,968,000	3%	204.2	8	32%
Los Angeles County Public Works Waterworks District 40	12,870,711,018	11,980,791,220	889,919,798	7%	205.5	8	32%
Galt City of	1,302,667,000	1,052,546,000	250,121,000	19%	207.1	8	32%
Placer County Water Agency	7,686,123,771	6,395,079,193	1,291,044,578	17%	207.2	8	32%
Lee Lake Water District	760,491,304	738,717,756	21,773,548	3%	208.1	8	32%
San Bernardino County Service Area 70	457,322,702	431,251,330	26,071,373	6%	209.6	8	32%
California Water Service Company Chico District	6,759,462,002	5,680,893,778	1,078,568,223	16%	210.4	8	32%
Linda County Water District	971,706,000	880,037,000	91,669,000	9%	211.0	8	32%
West Valley Water District	5,029,549,361	4,747,557,536	281,991,825	6%	212.3	8	32%
Golden State Water Company Claremont	2,873,781,490	2,604,204,605	269,576,886	9%	213.2	8	32%
Folsom City of	5,476,678,514	4,592,545,306	884,133,208	16%	213.7	8	32%
Sierra Madre City of	616,142,059	546,575,118	69,566,941	11%	214.5	8	32%
Tulare, City of	4,805,328,900	4,324,313,800	481,015,100	10%	214.8	8	32%
Indio City of	5,340,000,000	5,006,100,000	333,900,000	6%	215.7	9	36%
Oakdale City of	1,417,000,000	1,139,000,000	278,000,000	20%	215.9	9	36%
Fallbrook Public Utility District	3,340,661,415	3,012,268,347	328,393,068	10%	217.3	9	36%
Kerman, City of	880,465,000	769,624,000	110,841,000	13%	217.9	9	36%
Exeter City of	600,332,681	535,287,408	65,045,273	11%	218.8	9	36%
Georgetown Divide Public Utilities District	512,901,000	410,416,000	102,485,000	20%	219.7	9	36%
Yorba Linda Water District	5,380,523,933	5,128,021,662	252,502,271	5%	220.2	9	36%
Rubio Canyon Land and Water Association	561,116,157	508,002,375	53,113,783	9%	220.8	9	36%
Sacramento Suburban Water District	9,630,759,000	8,318,514,000	1,312,245,000	14%	222.5	9	36%
Corcoran City of	1,162,447,000	950,206,000	212,241,000	18%	223.7	9	36%
Norco City of	2,009,949,357	1,856,691,656	153,257,702	8%	224.2	9	36%
Golden State Water Company Cordova	4,051,962,495	3,483,514,680	568,447,814	14%	224.5	9	36%
Monterey Park City of	649,960,000	594,880,000	55,080,000	8%	224.9	9	36%
Winton Water & Sanitary District	432,243,000	400,904,000	31,339,000	7%	228.3	9	36%
Montecito Water District	1,577,349,003	836,688,709	740,660,294	47%	228.9	9	36%
Camrosa Water District	2,469,015,365	2,141,221,863	327,793,502	13%	229.3	9	36%

Urban Water Suppliers and Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Wasco City of	1,096,680,000	952,170,000	144,510,000	13%	231.1	9	36%
Olivenhain Municipal Water District	5,326,497,766	5,149,755,952	176,741,814	3%	232.4	9	36%
Upland City of	5,523,683,657	5,024,215,355	499,468,301	9%	234.9	9	36%
Clovis City of	6,737,008,000	6,080,852,000	656,156,000	10%	235.2	9	36%
Beverly Hills City of	2,984,049,613	2,900,957,499	83,092,114	3%	235.9	9	36%
Lodi City of Public Works Department	3,904,230,000	3,932,720,000	-28,490,000	-1%	235.9	9	36%
Los Angeles County Public Works Waterworks District 29	2,383,427,229	2,356,081,777	27,345,452	1%	236.0	9	36%
Loma Linda City of *	1,379,990,569	1,323,839,525	56,151,044	4%	236.0	9	36%
Shafter City of	1,350,000,000	1,154,000,000	196,000,000	15%	236.5	9	36%
Fruitridge Vista Water Company	1,000,084,300	823,053,400	177,030,900	18%	238.3	9	36%
Paradise Irrigation District	1,721,400,000	1,355,900,000	365,500,000	21%	240.8	9	36%
Glendora City of	3,108,798,089	3,089,127,284	19,670,805	1%	242.0	9	36%
Carmichael Water District	2,598,570,000	2,107,250,000	491,320,000	19%	242.5	9	36%
Rainbow Municipal Water District	3,976,593,060	3,760,749,074	215,843,985	5%	243.0	9	36%
Modesto, City of	15,589,770,183	13,698,086,925	1,891,683,258	12%	245.9	9	36%
Pinedale County Water District	267,792,348	224,289,932	43,502,416	16%	247.1	9	36%
Lincoln City of	2,592,190,000	2,158,050,000	434,140,000	17%	251.0	9	36%
California Water Service Company Bear Gulch	3,623,142,017	3,228,861,790	394,280,227	11%	252.5	9	36%
Los Banos, City of	2,053,870,000	1,905,101,000	148,769,000	7%	253.0	9	36%
Redding City of	7,109,010,000	5,934,100,000	1,174,910,000	17%	253.8	9	36%
Riverside Highland Water Company	971,591,200	889,248,544	82,342,656	8%	253.8	9	36%
California Water Service Company Palos Verdes	5,184,622,055	4,979,661,507	204,960,548	4%	255.4	9	36%
Olivehurst Public Utility District	1,161,641,529	959,245,393	202,396,137	17%	256.0	9	36%
San Bernardino County Service Area 64	758,722,238	679,807,540	78,914,699	10%	257.8	9	36%
Anderson, City of	572,342,000	498,676,000	73,666,000	13%	260.0	9	36%
Rio Vista, city of	641,312,000	606,333,000	34,979,000	5%	260.9	9	36%
Golden State Water Company Ojai	564,830,864	487,636,661	77,194,203	14%	261.0	9	36%
Indian Wells Valley Water District	1,861,884,000	1,789,365,000	72,519,000	4%	263.5	9	36%
Yucaipa Valley Water District	2,981,840,000	2,837,629,000	144,211,000	5%	265.1	9	36%
Casitas Municipal Water District	777,155,653	678,096,820	99,058,834	13%	265.7	9	36%
Nevada Irrigation District	2,750,729,000	2,339,997,000	410,732,000	15%	267.8	9	36%
Beaumont-Cherry Valley Water District	3,172,199,486	3,139,252,648	32,946,838	1%	269.7	9	36%
East Niles Community Service District	2,504,168,216	2,213,508,744	290,659,473	12%	271.8	9	36%
Fair Oaks Water District	3,068,959,978	2,450,034,519	618,925,459	20%	274.1	9	36%
Discovery Bay Community Services District	986,000,000	808,000,000	178,000,000	18%	276.3	9	36%
Rio Linda - Elverta Community Water District	770,017,391	629,595,315	140,422,076	18%	278.1	9	36%
East Orange County Water District	247,060,552	225,554,358	21,506,194	9%	278.2	9	36%
Bakersfield City of	11,705,594,680	10,744,390,565	961,204,114	8%	279.9	9	36%

Urban Water Suppliers and Regulatory Framework Tiers to Achieve 25% Use Reduction

Supplier Name	Total Water Production		Total Water Saved (Jun-14 - Feb-15, compared to 2013, gallons)	Percent Saved (Jun-14 - Feb-15, compared to 2013)	Jul-Sep 2014 R- GPCD	Tier	Conservation Standard
	2013 (Jun - Feb)	2014/15 (Jun-14 - Feb-15)					
Valley Center Municipal Water District	6,829,813,325	6,798,466,417	31,346,907	0%	291.2	9	36%
Red Bluff City of	904,393,249	764,891,212	139,502,037	15%	294.3	9	36%
California Water Service Company Antelope Valley	186,061,165	216,691,199	-30,630,034	-16%	296.7	9	36%
Merced City of	6,872,130,000	6,271,910,000	600,220,000	9%	298.8	9	36%
Bakman Water Company	1,032,655,497	893,235,946	139,419,551	14%	302.2	9	36%
Las Virgenes Municipal Water District	5,714,163,209	5,470,784,778	243,378,431	4%	304.8	9	36%
Oildale Mutual Water Company	2,485,920,537	2,317,129,497	168,791,039	7%	306.4	9	36%
California City City of	1,192,746,563	1,264,824,899	-72,078,336	-6%	307.0	9	36%
Atwater City of	2,358,960,000	1,821,770,000	537,190,000	23%	308.1	9	36%
Redlands City of	7,033,861,488	6,969,114,810	64,746,679	1%	313.2	9	36%
Ripon City of	1,431,002,833	1,223,409,134	207,593,699	15%	316.1	9	36%
Arcadia City of	4,352,404,027	4,033,916,843	318,487,185	7%	318.5	9	36%
Hillsborough Town of	877,331,034	658,647,771	218,683,262	25%	324.5	9	36%
Quartz Hill Water District	1,430,054,382	1,276,190,597	153,863,785	11%	326.9	9	36%
Madera County	891,468,716	660,496,910	230,971,806	26%	328.1	9	36%
Orange Vale Water Company	1,274,470,101	1,008,190,832	266,279,269	21%	332.3	9	36%
Kingsburg, City of	1,009,319,000	825,793,000	183,526,000	18%	332.5	9	36%
California Water Service Company Westlake	2,085,449,133	1,928,388,745	157,060,388	8%	336.7	9	36%
Rancho California Water District	16,377,618,572	16,074,902,597	302,715,976	2%	349.1	9	36%
Susanville City of	560,250,000	602,070,000	-41,820,000	-7%	382.7	9	36%
Bella Vista Water District	3,596,422,200	1,864,847,717	1,731,574,483	48%	386.3	9	36%
Valley Water Company	999,093,060	898,861,161	100,231,899	10%	401.2	9	36%
Golden State Water Company Cowan Heights	703,676,157	691,163,462	12,512,695	2%	401.6	9	36%
Desert Water Agency	8,823,730,792	8,310,188,943	513,541,849	6%	416.0	9	36%
South Feather Water and Power Agency	1,435,400,000	1,292,100,000	143,300,000	10%	466.1	9	36%
Coachella Valley Water District	28,323,853,249	27,188,261,025	1,135,592,223	4%	475.1	9	36%
San Juan Water District	3,594,268,324	2,773,624,539	820,643,785	23%	476.8	9	36%
Vaughn Water Company	3,206,837,858	2,989,389,519	217,448,339	7%	507.0	9	36%
Serrano Water District	829,682,903	749,230,186	80,452,717	10%	539.2	9	36%
Santa Fe Irrigation District	2,820,156,121	2,869,480,251	-49,324,131	-2%	604.7	9	36%
Myoma Dunes Mutual Water Company	757,700,108	707,153,944	50,546,164	7%	613.7	9	36%



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Adoption of Fiscal Year 2015-2016 Budget

SOURCE: City Manager's Office

COMMENT: Consistent with the City Charter, the City Manager has submitted for the City Council's consideration a proposed Budget for the 2015-2016 Fiscal Year. Section 51 of the City Charter provides that the City Manager shall provide not later than thirty (30) days before the end of the City's fiscal year, an estimate of expenditures and revenues of the City departments for the ensuing year.

The budget message presented with the draft document is attached, which emphasizes the significant projects and factors involved with the Budget's development, and recommends periodic review of budget targets and the revision of expenditures to meet those targets (if necessary).

Generally, the overall reduction in Fund balances proposed will result from using monies accumulated for capital expenditure being used to implement projects.

During Council's prior review of the proposed Budget, a member of Council inquired as to the status of the Police Department shooting range being made open to the public, which plans for ADA-compliant parking, path of travel, and restroom accommodations are currently being designed by City staff, with improvements planned for construction this coming fiscal year. In addition, necessary improvements to the access road to the range are also being evaluated.

A member of Council also proposed the consideration of hiring an additional Code Enforcement Officer in the Fire Department to provide further assistance and effort in the enforcement of City Municipal Code within the community (banners, signage, refuse and weed abatement, etc.). The annual estimated cost of an additional Code Enforcement Officer position is \$85,000, including salary/benefits and vehicle/equipment. The City currently employs one (1) Code Enforcement Officer, which due to the volume of potential violations, operates generally on a reactive, complaint-based process. If the Council desires a more proactive Code Enforcement program, similar to the hiring of Fire Department Reserves for water enforcement, additional Fire Department Reserves could be employed for more robust enforcement.

The City Charter provides that "after duly considering the estimate and making such corrections or modifications thereto as shall seem advisable to it, the Council shall by resolution adopt a general budget and such resolution shall operate as an appropriation of funds to the amounts and for the purposes set forth in the budget

so adopted.” All spending authority from the current 2014-2015 Fiscal Year budget expires after June 30, 2015. Therefore, a new budget must be adopted which allows payroll to be paid and routine expenditures to be incurred effective July 1, 2015. The Charter is not specific as to the duration of the adoption, thus, accordingly, consistent with past Council discussion, the Council may authorize a budget adoption period less than the full fiscal year.

RECOMMENDATION: That the City Council conduct the Public Hearing and consider for adoption the proposed 2015-2016 Fiscal Year Budget, including any modifications and for the time period as designated by Council.

ATTACHMENTS:

1. Preliminary Budget Message
2. Preliminary Budget Fund Summaries
3. Preliminary Budget Capital Projects Summary
4. Draft Resolution for General Fund Budget
5. Recertification of Measure H Expenditure Plan
6. Draft Resolution for Special Revenue, Enterprise, Internal Service, and Capital Projects Fund Budgets

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager

FY 2015-16 Preliminary Budget
June 2, 2015

Honorable Mayor, Vice Mayor and Members of Council:

Since the beginning of the “Great Recession” in 2008, the City has endured extraordinary budgetary challenges. Positively, both the current and potentially next couple of fiscal years are forecasted to be less economically challenging than the prior six years have been. However, should the current drought conditions continue into the 2016 calendar year, it is uncertain what economic impacts may be realized. Given current improving economic conditions, the State’s budgetary condition appears to have stabilized, with no negative impacts by the State expected upon the City budget as has been experienced in recent years (“borrowing” of Property Tax, elimination of Redevelopment, redirection of Vehicle License Fee funds, redirection of Off-Highway Vehicle funds, etc.).

Although it would appear that the national, state, and local economies have stabilized, only incremental improvement is anticipated for the next couple of years, with a potential moderate economic downturn being forecast in the 2017-2018 fiscal year. Locally, with assistance of a \$60 million State grant, the County is continuing its design in the development of a new South County detention facility, with construction anticipated to begin in 2016 and become operational in 2018. The Henderson Avenue mixed-use project began development of the residential component this past year, with four other commercial development projects being planned for on the Henderson Avenue corridor within the next one to two years.

The opening of Kohl’s in the Porterville Marketplace precipitated the expected companion retail development (PetSmart, Marshall’s, Famous Footwear, Rue21, etc.), with Panera, Wingstop and Me-N-Ed’s Pizza the latest additions to the Marketplace. A prospective tenant is currently evaluating the vacant space between PetSmart and Kohl’s to locate. Applebee’s improved and recently opened in the former Blockbuster video store in the Porterville Town Center, and there continues to be significant interest by national-brand retailers to locate in Porterville, either on the Henderson Avenue, Olive Avenue or Highway 190 commercial corridors. Although the Superior Court resoundingly ruled in favor of the City and the Council’s approval of the Riverwalk Phase II (Super Walmart) EIR, the opponents filed an Appeal to the decision, and the Appellate Court ruled 2-1 against the City, requiring that a limited greenhouse gas emissions analysis be performed, which is currently underway. Although there continues to be incremental development activity (Jimmy John’s Gourmet Sandwiches and AT&T), further development of the Jaye Street Crossings and Riverwalk retail centers will likely be concurrent with Walmart’s future development. Permits issued for new residential construction are anticipated to remain comparatively sluggish, with approximately a quarter of the permits anticipated to be issued (30) that were issued in 2008 (110).

Perhaps no better indicator of the economic downturn and recent stabilization has been the City's General Fund. With Property, Sales & Use, and Utility Users Taxes historically combining to constitute over sixty-five percent (65%) of General Fund revenues, the City had experienced a \$2.4 million decrease since 2008, with General Fund revenues dropping from approximately \$24.1 million in the 2007-08 fiscal year to \$23.3 million estimated in the current 2014-15 fiscal year. As tax revenues have been moderately improving, staff has conservatively estimated General Fund revenues for the coming fiscal year at approximately \$23.5 million.

Conversely to General Fund revenues, expenditures have increased almost \$2.7 million since 2008, increasing from approximately \$19.5 million in the 2007-08 fiscal year to approximately \$22.2 million in the current 2014-15 fiscal year. Expenditures for the coming 2015-16 fiscal year are currently budgeted at \$24.25 million, resulting in an estimated \$750,000 budget shortfall. A budget-balancing solution employed for the past couple of difficult years has been to curtail Departmental spending to either 94% or 95% of budgeted expenditures, which this next year would "save" approximately \$730,000 (97%).

Based on estimates for the fiscal year 2014-15 ending, both the City's Budget Stabilization Reserve Fund (15% of annual budgeted operating expenditures; \$3.5 million) and the Catastrophic/Emergency Reserve Fund (10% of annual budgeted operating expenditures; \$2.4 million) will both be fully-funded.

As the Council is aware, with the State's budgetary situation stabilized, the greatest budgetary threat now looming for the City is the expected double-digit CalPERS employer contribution rate increases recently adopted by the CalPERS Board of Directors, scheduled to take effect July 1, 2016. Based on current payroll, and absent subsequent modifying action by the CalPERS Board, such an increase would likely exceed \$1 million in increased expense to the General Fund. In the coming fiscal year, the City will be experiencing an effective employer contribution rate of 33.306% for Public Safety Tier 1 "Classic" employees (0.80% increase), and 26.074% for Miscellaneous Tier 1 "Classic" employees (1.33% increase), for every \$1.00 of payroll paid.

RISK MANAGEMENT

Staff has been most concerned by the performance of the Risk Management Fund, and most specifically the Health & Life component of the Fund, with multi-year deficits of at least \$1 million. Although revenues have remained consistent, Health & Life Plan expenditures have steadily increased. To address this continuing shortfall, staff worked this past fiscal year with its employee associations on Health Plan modifications for cost-savings, increased employer and employee contributions to the Fund, as well as increased retired employee contributions.

MEASURE H

The new Public Safety Station is anticipated to complete construction this coming Fall and become operational by January 1, 2016. With the awarded low bid of \$4,602,270, not including contingencies and inspection services, construction of the facility is expected to be less than \$5 million, which is within the estimated ending 2014-15 fiscal year Fund Reserve. Given the past uncertain economic climate, and to ensure adequate staffing for the Public Safety Station upon construction, the City entered into an Agreement with the Porterville City Firefighters Association to limit the use of vacation to one (1) Fire personnel per shift. With at least \$300,000 in annual surplus forecasted to continue, the increment is proposed to be used in the hiring of three (3) additional Fire Department personnel when the facility becomes operational.

With the City's acquisition of the Centennial Plaza building across Main Street from City Hall, the long-planned development of the Library Literacy Center (\$155,000) is expected to occur, funded by Measure H.

STREET PROJECTS

With the completion of the Plano Street Bridge, the beginning of the Jaye Street Bridge Widening Project is the primary project anticipated this coming fiscal year. The estimated total project cost is approximately \$12.9 million, of which the City's match is 11.47% (\$1,477,659), which is funded through Certificates of Participation (COP) and Local Transportation Funds (LTF). The project is anticipated to be completed in two construction phases due to the seasonal flow requirements of the Tule River, although, the project could possibly be completed in a single phase should the current drought conditions continue.

Significant previously-appropriated street projects that are anticipated to progress next fiscal year include: 1) Lime Street Reconstruction – Henderson Avenue to former railroad ROW (\$1.25 million); 2) Henderson Avenue Reconstruction – Jaye Street to Indiana Street (\$1.2 million); 3) W. North Grand Avenue Reconstruction, Phase 3 – Newcomb Street to Prospect Street (\$1.1 million); 4) Newcomb Street Shoulder Stabilization/Widening, Phase 2 – Roby Avenue to Olive Avenue (\$983,300); 5) Gibbons Avenue Reconstruction, Phase I – Jaye Street to Indiana Street (\$660,935); 6) Downtown Pedestrian Walkway - Oak Avenue (\$557,000); 7) Putnam Avenue and "D" Street Traffic Signal (\$295,500); and 8) Date Avenue Reconstruction – Jaye Street to "H" Street (\$216,569).

It is projected for the coming fiscal year that the City will have approximately \$1.7 million in Measure R "Local" funds for micro-surfacing projects, including an approximate \$800,000 annual advance from TCAG of 2015-16 estimated local revenues. Consistent with the City's Pavement Condition Index (PCI), staff recommends the micro-surfacing of Plano Street, between Highway 190 and Henderson Avenue, as well as Main Street between Morton and Olive Avenues.

Significant staff time will be spent in continued facilitation with Caltrans on the implementation of the Highway 190 Corridor Study and the immediate term interchange and intersection improvements, with TCAG Measure R "Regional" funds as the source of funding.

WATER PROJECTS

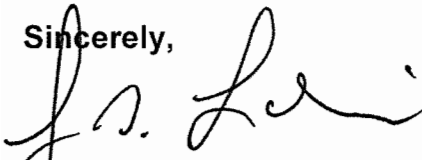
Utilizing the approximate \$820,000 remainder of the CIEDB loan, development of much-needed Well #32 is expected to be completed in the coming months, which is located southwest of the Airport near the Porterville Fairgrounds. As part of the Akin Water Company Services Agreement, the development of Well #33 has begun, located north of Henderson Avenue near the Friant-Kern Canal, with approximately \$2.0 million in funding to be provided by the Department of Water Resources. Significant staff time is also being devoted in coordination with State and County representatives to secure full-funding for a new well in support of the County's Household Tank Program in East Porterville. Staff is also in coordination with State representatives on funding of another well in support of the Beverly/Grand Water Company connection project, as well as the E. Vandalia Avenue water extension project.

SEWER PROJECTS

With the third of the Island Annexation Sewer Extension Projects under construction, it is anticipated that more than \$7 million in sewer extension projects will have been constructed during the 2012-2013, 2013-2014, 2014-2015, and 2015-2016 fiscal years, with the objective of connecting to City sewer the approximate 5,000 former County residents that were subject to annexation in 2006.

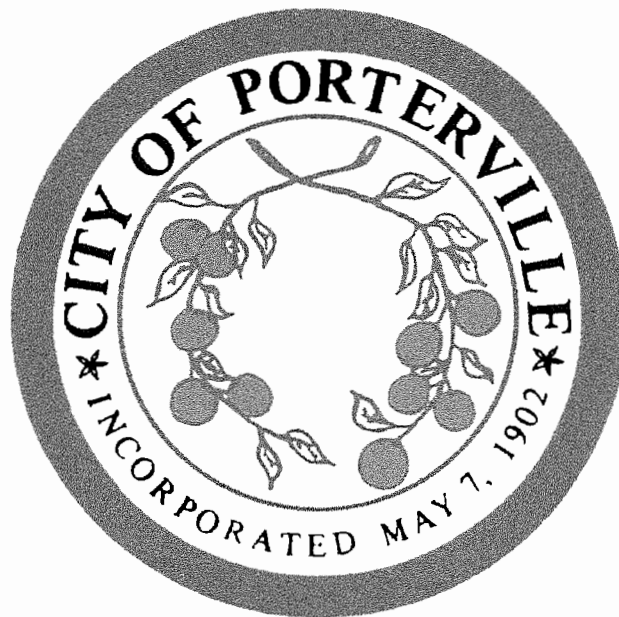
In summary, the Preliminary Budget proposed for the upcoming 2015-16 fiscal year represents the significant activities planned to improve our community, even during a continued improving yet challenged economic environment. Toward ensuring that the City's planned revenues and spending remain in balance, it is recommended that the Council continue its regular quarterly budget review.

Sincerely,



John D. Lollis
City Manager

PRELIMINARY ANNUAL BUDGET



**FISCAL YEAR
2015-2016**

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016
GENERAL FUND SUMMARY**

		2014-2015		
	2013-2014	Original	Revised	2015-2016
	Actual	Estimate	Estimate	Estimate
Revenues from:				
Property Taxes	\$ 7,314,932	\$ 7,023,442	\$ 7,215,982	\$ 6,940,354
Sales and Use Taxes	4,015,567	4,266,959	4,226,546	4,630,149
Utility Users Taxes	3,955,357	4,000,000	3,977,307	4,100,000
Other Taxes	2,607,109	2,451,134	2,618,722	2,606,134
Permits	463,677	342,000	497,608	403,000
Other agencies	117,790	92,000	220,535	94,000
Invested assets	271,902	214,401	310,945	388,404
Fines	74,151	65,000	64,093	71,500
Charges for services	3,856,521	3,988,783	3,931,698	4,219,663
Other revenues	83,312	64,500	228,836	70,000
Total operating revenues	22,760,318	22,508,219	23,292,272	23,523,204
Appropriations for:				
Legislation	346,560	436,997	377,297	444,125
Administration	663,988	737,700	749,553	719,572
City Attorney	135,575	180,000	215,551	225,000
Finance	1,423,993	1,558,760	1,477,530	1,596,827
Police Services	8,293,438	8,856,918	8,388,747	9,052,865
Fire Services	3,281,823	3,773,801	3,550,094	3,876,905
Community/Economic Development	726,046	810,527	645,502	821,392
Public Works	2,155,665	2,403,733	2,300,177	2,440,906
Parks and Leisure Services	4,315,724	4,862,807	4,455,033	5,053,570
Parks and Leisure Services - grant prog	14,692	17,000	17,331	20,000
Total departmental expenditures	21,357,504	23,638,243	22,176,815	24,251,162
Revenue over (under) expenditures	1,402,814	(1,130,024)	1,115,457	(727,958)
Other financing sources (uses):				
Transfers:				
Special Gas Tax	861,037	895,975	872,541	908,889
Community Development Block Grant	117,492	104,615	104,615	102,055
Traffic Safety Fund	168,534	150,200	204,553	200,200
Transportation Development	150,000	150,000	38,000	105,000
Park Development	35,204	14,700	54,775	39,750
Building Construction Fund	7,905	4,000	6,000	4,000
Zalud Estate support	(10,000)	(10,000)	(10,000)	(10,000)
Golf Support	(69,000)	(69,000)	(69,000)	(69,000)
Other Transfers	(1,217)	(1,327)	(12,141)	(1,327)
Net transfers	1,259,955	1,239,163	1,189,343	1,279,567
Capital grants / donations	1,242,366	287,500	458,321	178,367
Restricted Fund Balance	338,790	783,707	-	896,597
Special Purpose Reserve	10,000	100,000	51,558	100,000
Interfund Loan	-	-	2,400,000	-
Capital Outlay	(2,008,859)	(1,397,400)	(2,862,836)	(1,247,666)
Debt Service	(1,204,419)	(1,231,178)	(1,233,296)	(1,149,297)
Total other financing sources (uses)	(362,167)	(218,208)	3,090	57,568
Net change in fund balance	1,040,647	(1,348,232)	1,118,547	(670,390)
Available balance, beginning of year	-	559,111	-	114,056
Available balance, end of year	\$ -1 -	\$ (789,121)	\$ 1,118,547	\$ (556,334)

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

GENERAL FUND REVENUE ESTIMATES

		2014-2015		
	2013-2014 Actual	Original Estimate	Revised Estimate	2015-2016 Estimate
Property taxes				
Current secured	\$ 2,333,468	\$ 2,180,000	\$ 2,267,198	\$ 2,350,000
Current unsecured	147,455	130,000	132,178	140,000
ERAF Exchange for VLF Backfill	3,305,391	3,263,900	3,460,780	3,400,000
ERAF return for Triple Flip	1,528,618	1,449,542	1,355,826	1,050,354
Total	7,314,932	7,023,442	7,215,982	6,940,354
Other taxes				
Sales & use tax	4,015,567	4,266,959	4,226,546	4,630,149
Utility Users tax	3,955,357	4,000,000	3,977,307	4,100,000
Transient occupancy tax	370,999	350,000	372,975	370,000
Property transfer tax	63,679	50,000	61,662	60,000
Franchises	550,628	475,000	555,477	550,000
Municipal franchises	1,001,134	1,001,134	1,001,134	1,001,134
Sales tax-Public Safety	202,813	165,000	193,431	200,000
Business license tax	417,856	410,000	434,043	425,000
Total	10,578,033	10,718,093	10,822,575	11,336,283
Permits				
Building permits	206,815	175,000	222,158	200,000
Plumbing permits	175,406	100,000	149,975	125,000
Electrical permits	62,942	50,000	107,303	60,000
Other permits	18,514	17,000	18,172	18,000
Total	463,677	342,000	497,608	403,000
Revenue from Other Agencies				
Motor vehicle tax	23,542	23,000	22,825	22,000
Homeowners tax exemption	27,802	27,000	26,936	27,000
Miscellaneous grants	-	-	13,036	-
State & Federal operating grants	37,881	17,000	83,019	20,000
State Reimbursements	28,565	25,000	74,719	25,000
Total	117,790	92,000	220,535	94,000
Use of money & property				
Investment income	163,922	100,000	157,121	100,000
Rental income	107,980	114,401	153,824	288,404
Total	271,902	214,401	310,945	388,404

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

GENERAL FUND REVENUE ESTIMATES

	2013-2014 Actual	2014-2015		2015-2016 Estimate
		Original Estimate	Revised Estimate	
Fines & forfeitures				
Parking fines	13,579	12,000	12,739	13,000
Vehicle code fines	3,688	3,000	3,366	3,500
Other fines	56,884	50,000	47,988	55,000
Total	74,151	65,000	64,093	71,500
Charges for services				
Planning & zoning fees	22,085	35,000	49,052	35,000
Engineering & inspection fees	73,738	60,000	71,558	70,000
Police services	407,366	385,000	393,974	400,000
Fire services	60,172	28,000	47,128	48,000
Library services	42,251	40,000	44,944	42,000
Recreation facility rentals	110,159	112,000	115,224	106,000
Recreation program revenues	1,409,911	1,636,547	1,492,726	1,722,245
Senior program revenues	9,980	12,000	11,445	12,000
Swimming fees	70,937	69,600	74,212	72,600
Interfund services	1,637,849	1,600,000	1,619,587	1,700,000
Other service charges	12,073	10,636	11,848	11,818
Total	3,856,521	3,988,783	3,931,698	4,219,663
Other revenues	83,312	64,500	228,836	70,000
TOTAL GENERAL FUND	\$ 22,760,318	\$ 22,508,219	\$ 23,292,272	\$ 23,523,204

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

GENERAL FUND EXPENDITURE ESTIMATES

	2013-2014	2014-2015		2015-2016
	Actual	Original Estimate	Revised Estimate	Estimate
LEGISLATIVE				
City Council	\$ 122,945	\$ 127,917	\$ 127,547	\$ 127,917
- Special Purpose Reserve	10,000	100,000	51,558	100,000
Community Promotion	213,615	209,080	198,192	216,208
Total	346,560	436,997	377,297	444,125
ADMINISTRATIVE				
City Manager	241,750	252,067	248,948	279,970
City Clerk	146,063	232,101	200,056	169,473
Human Resources	276,175	253,532	300,549	270,129
Total	663,988	737,700	749,553	719,572
CITY ATTORNEY	135,575	180,000	215,551	225,000
FINANCE				
General Accounting	489,563	491,569	470,047	479,804
Information Technology Services	360,319	410,428	379,383	410,708
General Services	313,482	365,036	331,737	372,239
Utility Billing	260,629	291,727	296,363	334,076
Total	1,423,993	1,558,760	1,477,530	1,596,827
POLICE SERVICES	8,293,438	8,856,918	8,388,747	9,052,865
FIRE SERVICE	3,281,823	3,773,801	3,550,094	3,876,905

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

GENERAL FUND EXPENDITURE ESTIMATES

		2014-2015		
	2013-2014 Actual	Original Estimate	Revised Estimate	2015-2016 Estimate
COMMUNITY DEVELOPMENT				
Planning	459,102	516,294	388,169	521,532
Economic Development	266,944	294,233	257,333	299,860
Total	<u>726,046</u>	<u>810,527</u>	<u>645,502</u>	<u>821,392</u>
PUBLIC WORKS				
Engineering	802,027	1,010,254	967,288	1,025,502
Street Maintenance	366,489	411,653	358,349	424,545
Traffic Control	372,258	360,224	360,059	366,188
Street Lighting	494,548	484,322	514,192	484,344
Storm Drain Maintenance	76,027	90,094	54,037	93,119
Parking Lot Maintenance	44,316	47,186	46,252	47,208
Total	<u>2,155,665</u>	<u>2,403,733</u>	<u>2,300,177</u>	<u>2,440,906</u>
PARKS & LEISURE SERVICES				
Parks Maintenance	1,654,085	1,898,923	1,718,273	1,963,530
Community Centers	108,698	109,907	119,250	123,107
Leisure Services	1,623,148	1,889,407	1,716,050	1,963,620
Swimming Pool	151,166	157,119	136,851	157,119
Youth Center	117,603	104,615	104,615	102,055
Library	661,024	702,836	659,994	744,139
Subtotal	<u>4,315,724</u>	<u>4,862,807</u>	<u>4,455,033</u>	<u>5,053,570</u>
Grant-funded Parks programs	<u>14,692</u>	<u>17,000</u>	<u>17,331</u>	<u>20,000</u>
Total	<u>4,330,416</u>	<u>4,879,807</u>	<u>4,472,364</u>	<u>5,073,570</u>
TOTAL GENERAL FUND	<u>\$ 21,357,504</u>	<u>\$ 23,638,243</u>	<u>\$ 22,176,815</u>	<u>\$ 24,251,162</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

PUBLIC SAFETY SALES TAX (MEASURE H) FUND

	2013-2014	2014-2015		2015-2016
	Actual	Original Estimate	Revised Estimate	Estimate
Available balance, beginning of year	\$ 4,035,573	\$ 4,648,285	\$ 4,319,898	\$ 1,299,382
Add:				
Revenues from:				
Sales tax - Measure H	3,182,807	3,245,254	3,176,219	3,356,126
Interest income	46,498	25,000	25,000	5,000
Police services	427	2,500	2,500	2,500
Total	3,229,732	3,272,754	3,203,719	3,363,626
Transfer from:				
General fund	-	-	11,821	-
Total revenues and transfers	3,229,732	3,272,754	3,215,540	3,363,626
Less:				
Appropriations for:				
Police services	1,335,347	1,452,142	1,340,981	1,463,664
Fire services	903,736	1,012,000	908,356	1,330,723
Library & literacy	405,976	475,000	428,394	493,677
Total	2,645,059	2,939,142	2,677,731	3,288,064
Capital projects				
Public Safety Station - design	300,348	-	-	-
Public Safety Station - construction	-	4,600,000	3,558,325	1,823,000
Library literacy center development	-	100,000	-	100,000
Total	300,348	4,700,000	3,558,325	1,923,000
Available balance, end of year	\$ 4,319,898	\$ 281,897	\$ 1,299,382	\$ (548,056)

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

SPECIAL GAS TAX FUND

		2014-2015		
	2013-2014 Actual	Original Estimate	Revised Estimate	2015-2016 Estimate
Available balance, beginning of year	\$ <u>2,275,914</u>	\$ <u>2,077,185</u>	\$ <u>2,178,139</u>	\$ <u>2,451,864</u>
Add:				
Revenues from:				
State Gas Tax, Section 2105	374,091	264,741	340,125	318,210
State Gas Tax, Section 2107	400,211	325,295	464,370	435,052
State Gas Tax, Section 2107.5	7,500	7,500	7,500	7,500
State Gas Tax, Section 2106	165,031	210,830	197,130	168,856
State Gas Tax, Section 2103	766,362	576,073	577,082	252,284
Grants	557,600	763,000	525,000	763,000
Interest income	<u>34,876</u>	<u>15,000</u>	<u>25,000</u>	<u>20,000</u>
Total	<u>2,305,671</u>	<u>2,162,439</u>	<u>2,136,207</u>	<u>1,964,902</u>
Less:				
Appropriations for:				
Capital projects	<u>1,542,409</u>	<u>3,264,567</u>	<u>989,941</u>	<u>2,228,497</u>
Total	<u>1,542,409</u>	<u>3,264,567</u>	<u>989,941</u>	<u>2,228,497</u>
Transfers to General Fund for:				
Street Maintenance	366,489	411,653	358,349	424,545
Street Lighting	<u>494,548</u>	<u>484,322</u>	<u>514,192</u>	<u>484,344</u>
Total	<u>861,037</u>	<u>895,975</u>	<u>872,541</u>	<u>908,889</u>
Available balance, end of year	\$ <u><u>2,178,139</u></u>	\$ <u><u>79,082</u></u>	\$ <u><u>2,451,864</u></u>	\$ <u><u>1,279,380</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

LOCAL TRANSPORTATION FUNDS (LTF) FUND

		2014-2015		
	2013-2014	Original	Revised	2015-2016
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 2,887,093	\$ 2,933,888	\$ 3,163,465	\$ 4,943,648
Add:				
Revenues from:				
State Gas Tax, Section 325	1,015,758	500,000	1,425,222	300,000
Sales Tax - Measure R - Local	982,772	800,000	900,000	800,000
Sales Tax - Measure R - Regional	120,000	1,563,486	461,182	218,818
Sales Tax - Measure R - Alternative	241,360	869,000	3,050,000	677,000
Grants	636,257	2,295,773	1,123,229	584,000
Interest income	41,742	10,000	40,000	35,000
Total	3,037,889	6,038,259	6,999,633	2,614,818
Less:				
Appropriations for:				
Capital projects - LTF	716,343	1,733,794	1,049,502	4,215,994
Capital projects - grants	1,509,400	2,295,773	268,766	584,000
Capital projects - Measure R - Local	174,414	678,560	360,000	800,000
Capital projects - Measure R - Regional	120,000	1,563,486	461,182	218,818
Capital projects - Measure R - Alternative	241,360	869,000	3,080,000	736,000
Total	2,761,517	7,140,613	5,219,450	6,554,812
Available balance, end of year	\$ 3,163,465	\$ 1,831,534	\$ 4,943,648	\$ 1,003,654

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

TRAFFIC SAFETY FUND

		2014-2015		
	2013-2014 <u>Actual</u>	<u>Original Estimate</u>	<u>Revised Estimate</u>	2015-2016 <u>Estimate</u>
Available balance, beginning of year	\$ <u>16,417</u>	\$ <u>-</u>	\$ <u>54,053</u>	\$ <u>-</u>
Add:				
Revenues from:				
Interest Income	370	200	500	200
Vehicle Code Fines	<u>205,800</u>	<u>150,000</u>	<u>150,000</u>	<u>200,000</u>
Total	<u>206,170</u>	<u>150,200</u>	<u>150,500</u>	<u>200,200</u>
Less:				
Transfers to General Fund for:				
Street Maintenance	<u>168,534</u>	<u>150,200</u>	<u>204,553</u>	<u>200,200</u>
Total	<u>168,534</u>	<u>150,200</u>	<u>204,553</u>	<u>200,200</u>
Available balance, end of year	\$ <u><u>54,053</u></u>	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

ZALUD ESTATE FUND

		2014-2015		
	2013-2014	Original	Revised	2015-2016
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ <u>88,773</u>	\$ <u>79,805</u>	\$ <u>80,887</u>	\$ <u>78,031</u>
Add:				
Revenues from:				
Interest income	862	500	695	500
User fees	3,090	3,500	5,000	4,500
Other income	<u>348</u>	<u>1,000</u>	<u>100</u>	<u>1,000</u>
Total	4,300	5,000	5,795	6,000
Transfers from:				
General Fund	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>
Total Revenues and Transfers	<u>14,300</u>	<u>15,000</u>	<u>15,795</u>	<u>16,000</u>
Less:				
Appropriations for:				
Operations	<u>22,186</u>	<u>27,235</u>	<u>18,651</u>	<u>22,855</u>
Total	<u>22,186</u>	<u>27,235</u>	<u>18,651</u>	<u>22,855</u>
Available balance, end of year	\$ <u><u>80,887</u></u>	\$ <u><u>67,570</u></u>	\$ <u><u>78,031</u></u>	\$ <u><u>71,176</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

		2014-2015		
	2013-2014	Original	Revised	2015-2016
	<u>Actual</u>	<u>Estimate</u>	<u>Estimate</u>	<u>Estimate</u>
Available balance, beginning of year	\$ <u>473,778</u>	\$ <u>1,044,386</u>	\$ <u>745,650</u>	\$ <u>656,324</u>
Add:				
Revenues from:				
State grants	52,874	540,000	280,000	260,000
Federal grants	703,300	667,621	667,621	663,697
Interest income	28,218	20,000	21,736	20,000
Other	<u>350,774</u>	<u>232,000</u>	<u>750,514</u>	<u>285,500</u>
Total	<u>1,135,166</u>	<u>1,459,621</u>	<u>1,719,871</u>	<u>1,229,197</u>
Less:				
Appropriations for:				
Operations	152,566	164,956	164,452	162,739
Capital projects	<u>252,041</u>	<u>1,378,956</u>	<u>1,196,080</u>	<u>644,447</u>
Subtotal	404,607	1,543,912	1,360,532	807,186
Debt service	<u>341,195</u>	<u>344,050</u>	<u>344,050</u>	<u>347,887</u>
Total	<u>745,802</u>	<u>1,887,962</u>	<u>1,704,582</u>	<u>1,155,073</u>
Transfer to:				
General Fund for Youth Center	<u>117,492</u>	<u>104,615</u>	<u>104,615</u>	<u>102,055</u>
Total Appropriations and Transfers	<u>863,294</u>	<u>1,992,577</u>	<u>1,809,197</u>	<u>1,257,128</u>
Available balance, end of year	\$ <u><u>745,650</u></u>	\$ <u><u>511,430</u></u>	\$ <u><u>656,324</u></u>	\$ <u><u>628,393</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

TRANSIT FUND

		2014-2015		
	2013-2014 Actual	Original Estimate	Revised Estimate	2015-2016 Estimate
Available balance, beginning of year	\$ -	\$ 756,697	\$ -	\$ -
Add:				
Revenues from:				
Gas Tax:				
LTF	882,820	362,762	153,250	1,765,715
STAF	623,029	600,000	660,088	600,000
Sales tax, Measure R	105,000	105,000	105,000	105,000
Farebox	576,760	560,000	574,652	550,000
State and Federal Grants	2,080,361	5,539,658	2,118,017	5,977,654
Other income	52,665	79,026	97,106	96,281
Total	4,320,635	7,246,446	3,708,113	9,094,650
Less:				
Appropriations for:				
Capital outlay	1,797,630	4,768,790	1,063,193	5,772,987
Operations	2,523,005	3,234,353	2,644,920	3,321,663
Total	4,320,635	8,003,143	3,708,113	9,094,650
Available balance, end of year	\$ -	\$ -	\$ -	\$ -

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

SPECIAL SAFETY GRANTS

		2014-2015		
	2013-2014	Original	Revised	2015-2016
	<u>Actual</u>	<u>Estimate</u>	<u>Estimate</u>	<u>Estimate</u>
Available balance, beginning of year	\$ <u>234,251</u>	\$ <u>309,920</u>	\$ <u>169,222</u>	\$ <u>168,512</u>
Add:				
Revenues from:				
State grants	270,231	196,217	234,100	206,789
Federal grants	37,262	25,100	42,187	20,000
Police services	-	-	66,722	28,000
Other income	<u>2,913</u>	<u>1,500</u>	<u>2,838</u>	<u>2,000</u>
Total	<u>310,406</u>	<u>222,817</u>	<u>345,847</u>	<u>256,789</u>
Less:				
Appropriations for:				
Police services	225,864	212,072	270,000	263,298
Police range	31,536	-	-	-
Fire services	33,266	75,100	75,100	-
Children Zone (HCZ model)	<u>4,769</u>	<u>7,000</u>	<u>1,457</u>	<u>5,822</u>
Total	<u>295,435</u>	<u>294,172</u>	<u>346,557</u>	<u>269,120</u>
Less:				
Transfer to other funds	<u>80,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Available balance, end of year	\$ <u><u>169,222</u></u>	\$ <u><u>238,565</u></u>	\$ <u><u>168,512</u></u>	\$ <u><u>156,181</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

SEWER OPERATING FUND

		2014-2015		
	2013-2014 Actual	Original Estimate	Revised Estimate	2015-2016 Estimate
Available balance, beginning of year	\$ 951,460	\$ 1,817,036	\$ 1,574,969	\$ 2,401,777
Add:				
Revenues from:				
Property assessments	-	-	126,780	126,780
Interest income	42,258	25,000	21,453	25,000
Rental income	77,454	-	150,072	112,596
Sewer user fees	6,096,489	6,110,000	6,056,599	6,068,000
Tank dumping charges	69,997	75,000	50,681	60,000
Laboratory fees	379,559	343,000	368,543	357,500
Other revenues	114,760	187,454	103,714	110,000
Total Revenues	6,780,517	6,740,454	6,877,842	6,859,876
Less:				
Appropriations for:				
Collection system expenses	1,962,870	2,019,151	1,846,171	2,003,894
Treatment plant expense	3,144,705	3,554,364	3,069,508	3,821,022
Industrial monitoring	70,266	86,526	74,342	90,237
Laboratory	339,927	365,604	352,745	395,462
Subtotal	5,517,768	6,025,645	5,342,766	6,310,615
Debt service principal	639,240	708,268	708,268	747,984
Total Appropriations	6,157,008	6,733,913	6,051,034	7,058,599
Less:				
Transfers to:				
Sewer revolving fund	500,000	500,000	500,000	500,000
Wastewater Treatment Capital Reserve	500,000	500,000	500,000	500,000
Total Transfers	1,000,000	1,000,000	1,000,000	1,000,000
Available balance, end of year	\$ 1,574,969	\$ 823,577	\$ 2,401,777	\$ 1,203,054

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

SOLID WASTE FUND

		2014-2015		
	2013-2014 <u>Actual</u>	<u>Original Estimate</u>	<u>Revised Estimate</u>	2015-2016 <u>Estimate</u>
Available balance, beginning of year	\$ <u>796,396</u>	\$ <u>1,847,811</u>	\$ <u>1,490,696</u>	\$ <u>1,976,019</u>
Add:				
Revenues from:				
Interest income	16,214	12,000	12,906	20,000
Residential charges	2,914,302	2,916,000	2,933,891	2,933,000
Commercial charges	2,117,821	2,100,000	2,138,217	2,140,000
Roll-Off charges	540,028	560,000	555,469	580,000
Recycling charges	19,302	20,000	13,929	-
Other revenues	<u>92,265</u>	<u>90,000</u>	<u>89,071</u>	<u>90,000</u>
Total	<u>5,699,932</u>	<u>5,698,000</u>	<u>5,743,483</u>	<u>5,763,000</u>
Less:				
Appropriations for:				
Refuse collection	3,655,456	3,752,452	3,876,361	3,791,786
Green waste program	738,613	918,030	728,698	952,003
Street sweeping	170,549	201,816	208,565	220,166
Curbside recycling	142,099	249,955	131,823	291,646
Waste recycling	230,796	415,436	241,212	348,109
Graffiti removal	<u>68,119</u>	<u>104,078</u>	<u>71,501</u>	<u>106,552</u>
Total	<u>5,005,632</u>	<u>5,641,767</u>	<u>5,258,160</u>	<u>5,710,262</u>
Less:				
Transfers to:				
Solid Waste Capital Reserve Fund	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>
Total Transfers	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>
Available balance, end of year	\$ <u><u>1,490,696</u></u>	\$ <u><u>1,404,044</u></u>	\$ <u><u>1,976,019</u></u>	\$ <u><u>1,528,757</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

AIRPORT OPERATING FUND

		2014-2015		
	2013-2014	Original	Revised	2015-2016
	<u>Actual</u>	<u>Estimate</u>	<u>Estimate</u>	<u>Estimate</u>
Available balance, beginning of year	\$ <u>787,377</u>	\$ <u>1,148,692</u>	\$ <u>937,402</u>	\$ <u>1,124,968</u>
Add:				
Revenues from:				
Interest income	9,201	6,000	9,376	8,000
State grants	10,000	10,000	10,000	10,000
Rental income	157,596	150,100	153,946	153,983
Concessions	8,175	8,188	8,188	8,188
Fueling operations	1,198,292	1,200,000	1,182,696	1,280,000
Service fees	45,344	37,100	38,709	39,420
Other revenues	<u>11,213</u>	<u>10,500</u>	<u>11,183</u>	<u>10,600</u>
Total	<u>1,439,821</u>	<u>1,421,888</u>	<u>1,414,098</u>	<u>1,510,191</u>
Less:				
Appropriations for:				
Operations	1,257,414	1,306,976	1,212,274	1,338,310
Debt service	13,552	14,258	14,258	14,545
Capital outlay	<u>18,830</u>	<u>10,000</u>	<u>-</u>	<u>15,000</u>
Total	<u>1,289,796</u>	<u>1,331,234</u>	<u>1,226,532</u>	<u>1,367,855</u>
Available balance, end of year	\$ <u><u>937,402</u></u>	\$ <u><u>1,239,346</u></u>	\$ <u><u>1,124,968</u></u>	\$ <u><u>1,267,304</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

GOLF COURSE FUND

		2014-2015		
	2013-2014	Original	Revised	2015-2016
	<u>Actual</u>	<u>Estimate</u>	<u>Estimate</u>	<u>Estimate</u>
Available balance, beginning of year	\$ <u>(717,872)</u>	\$ <u>(805,461)</u>	\$ <u>(798,090)</u>	\$ <u>(873,281)</u>
Add:				
Revenues from:				
Daily green fees	106,001	110,000	100,000	94,000
Membership Fees	49,355	56,000	44,740	44,000
Cart rentals	55,721	52,000	55,580	54,000
Other revenues	<u>2,672</u>	<u>2,700</u>	<u>2,479</u>	<u>2,100</u>
Total	<u>213,749</u>	<u>220,700</u>	<u>202,799</u>	<u>194,100</u>
Transfers from:				
General Fund	<u>69,000</u>	<u>69,000</u>	<u>69,000</u>	<u>69,000</u>
Total Revenues and Transfers	<u>282,749</u>	<u>289,700</u>	<u>271,799</u>	<u>263,100</u>
Less:				
Appropriations for:				
Operations	<u>362,967</u>	<u>366,188</u>	<u>346,990</u>	<u>360,846</u>
Total	<u>362,967</u>	<u>366,188</u>	<u>346,990</u>	<u>360,846</u>
Available balance, end of year	\$ <u><u>(798,090)</u></u>	\$ <u><u>(881,949)</u></u>	\$ <u><u>(873,281)</u></u>	\$ <u><u>(971,027)</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

WATER OPERATING FUND

		2014-2015		
	2013-2014 Actual	Original Estimate	Revised Estimate	2015-2016 Estimate
Available balance, beginning of year	\$ 640,737	\$ 453,517	\$ 432,529	\$ (283,568)
Add:				
Revenues from:				
Interest income	15,191	15,000	11,312	15,000
Water sales	4,646,737	4,678,000	4,307,409	5,400,993
Service fees	134,768	104,000	146,769	140,000
Other revenues	234,491	107,000	110,856	95,000
Total	5,031,187	4,904,000	4,576,346	5,650,993
Less:				
Appropriations for:				
Operations	3,811,202	3,771,070	3,903,363	3,926,000
Meter Reading	258,849	267,762	269,991	266,513
Water Quality Assurance	478,732	571,484	397,895	556,681
Hydrant Testing	22,433	29,458	16,160	29,458
Subtotal	4,571,216	4,639,774	4,587,409	4,778,652
Debt service principal	668,179	705,034	705,034	747,147
Total	5,239,395	5,344,808	5,292,443	5,525,799
Available balance, end of year	\$ 432,529	\$ 12,709	\$ (283,568)	\$ (158,374)

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

GENERAL GOVERNMENT - DEBT SERVICE FUND

		2014-2015		
	2013-2014 Actual	Original Estimate	Revised Estimate	2015-2016 Estimate
Available balance, beginning of year	\$ 1,557,455	\$ 1,817,061	\$ 1,814,270	\$ 1,744,853
Add:				
Revenues from:				
Interest income	9,406	5,000	5,000	5,000
Interdepartmental service charges	271,880	508,491	521,265	503,280
Total	281,286	513,491	526,265	508,280
Less:				
Appropriations for:				
Administrative expense	2,000	2,500	2,200	2,500
Debt issuance costs	190,273	-	661,741	-
Debt redemption	1,241,955	1,826,778	1,826,778	1,684,019
Total	1,434,228	1,829,278	2,490,719	1,686,519
Other financing sources (uses):				
Proceeds from Refunding	205,338	-	661,741	-
Transfers from General Fund	1,204,419	1,231,178	1,233,296	1,088,344
Total	1,409,757	1,231,178	1,895,037	1,088,344
Available balance, end of year	\$ 1,814,270	\$ 1,732,452	\$ 1,744,853	\$ 1,654,958

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

RISK MANAGEMENT

		2014-2015		
	2013-2014 Actual	Original Estimate	Revised Estimate	2015-2016 Estimate
Available balance, beginning of year	\$ 2,891,114	\$ 493,909	\$ 993,488	\$ 450,101
Add:				
Revenues from:				
Interest income	19,203	15,000	3,575	3,000
Liability Program	514,916	514,816	514,916	514,916
Health and Life	2,504,546	2,500,000	3,116,032	3,500,000
Unemployment	88,089	88,000	91,295	88,000
Worker's Comp	909,313	905,000	953,799	900,000
Automobile/Property	157,712	157,000	162,144	157,000
Other revenues	6,085	40,250	386	250
Total Revenues	4,199,864	4,220,066	4,842,147	5,163,166
Less:				
Appropriations for:				
Liability Program	420,945	533,759	551,133	594,722
Health and Life	4,416,585	3,987,844	3,853,265	4,000,000
Unemployment	56,340	46,000	32,352	35,000
Worker's Comp	829,314	1,236,314	455,467	1,265,828
Automobile/Property	138,674	226,078	212,547	222,061
Employment Practices	90,651	155,015	127,277	152,881
Administration	144,981	172,263	153,493	176,592
Subtotal	6,097,490	6,357,273	5,385,534	6,447,084
Capital Projects	-	105,000	-	75,000
Total Expenditures	6,097,490	6,462,273	5,385,534	6,522,084
Available balance, end of year	\$ 993,488	\$ (1,748,298)	\$ 450,101	\$ (908,817)

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

EQUIPMENT MAINTENANCE FUND

		2014-2015		
	2013-2014	Original	Revised	2015-2016
	<u>Actual</u>	<u>Estimate</u>	<u>Estimate</u>	<u>Estimate</u>
Available balance, beginning of year	\$ <u>120,453</u>	\$ <u>379,956</u>	\$ <u>197,254</u>	\$ <u>497,440</u>
Add:				
Revenues from:				
Interest income	3,003	1,500	3,028	2,500
Rental income	16,431	16,000	16,540	20,000
Fuel sales	1,380,093	1,378,000	1,222,234	1,358,000
Interdepartmental service charges	454,122	475,000	472,471	475,000
Other service charges	<u>1,336,080</u>	<u>1,250,000</u>	<u>1,398,909</u>	<u>1,297,000</u>
Total	<u>3,189,729</u>	<u>3,120,500</u>	<u>3,113,182</u>	<u>3,152,500</u>
Less:				
Appropriations for:				
Equipment maintenance	<u>3,112,928</u>	<u>3,091,857</u>	<u>2,812,996</u>	<u>3,134,475</u>
Total	<u>3,112,928</u>	<u>3,091,857</u>	<u>2,812,996</u>	<u>3,134,475</u>
Available balance, end of year	\$ <u><u>197,254</u></u>	\$ <u><u>408,599</u></u>	\$ <u><u>497,440</u></u>	\$ <u><u>515,465</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

LANDSCAPE MAINTENANCE DISTRICTS FUND

		2014-2015		
	2013-2014	Original	Revised	2015-2016
	<u>Actual</u>	<u>Estimate</u>	<u>Estimate</u>	<u>Estimate</u>
Available balance, beginning of year	\$ <u>761,631</u>	\$ <u>655,279</u>	\$ <u>639,763</u>	\$ <u>516,776</u>
Add:				
Revenues from:				
Property assessments	<u>49,924</u>	<u>81,628</u>	<u>73,145</u>	<u>95,500</u>
Total	<u>49,924</u>	<u>81,628</u>	<u>73,145</u>	<u>95,500</u>
Less:				
Appropriations for:				
Maintenance and repair	<u>171,792</u>	<u>214,705</u>	<u>196,132</u>	<u>173,255</u>
Total	<u>171,792</u>	<u>214,705</u>	<u>196,132</u>	<u>173,255</u>
Available balance, end of year	\$ <u><u>639,763</u></u>	\$ <u><u>522,202</u></u>	\$ <u><u>516,776</u></u>	\$ <u><u>439,021</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

WATER REPLACEMENT FUND

		2014-2015		
	2013-2014	Original	Revised	2015-2016
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 4,649,622	\$ 4,605,039	\$ 4,294,068	\$ 5,092,094
Add:				
Revenues from:				
Federal & State grants	-	1,400,000	-	4,100,000
Interest income	48,692	40,000	40,000	50,000
Service fees	32,333	10,000	41,643	20,000
Development fees	249,764	40,000	73,586	75,000
Interdepartmental service charges	142,158	146,226	139,138	146,034
Depreciation reserve	155,162	155,162	155,162	155,162
Other revenue	584	-	-	-
Financing revenue	-	820,000	734,497	820,000
Total	628,693	2,611,388	1,184,026	5,366,196
Less:				
Appropriations for:				
Equipment replacement	151,345	206,000	186,000	615,000
Capital projects	130,727	1,806,620	170,000	2,220,508
Capital projects - CIEDB	702,175	820,000	30,000	820,000
Capital projects - grants	-	1,400,000	-	4,100,000
Total	984,247	4,232,620	386,000	7,755,508
Available balance, end of year	4,294,068	2,983,807	5,092,094	2,702,782
Less:				
Equipment replacement fund	1,601,309	1,500,000	1,550,000	1,081,000
Available for capital projects	\$ 2,692,759	\$ 1,483,807	\$ 3,542,094	\$ 1,621,782

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

SOLID WASTE CAPITAL RESERVE FUND

		2014-2015		
	2013-2014	Original	Revised	2015-2016
	<u>Actual</u>	<u>Estimate</u>	<u>Estimate</u>	<u>Estimate</u>
Available balance, beginning of year	\$ <u>2,860,132</u>	\$ <u>2,317,896</u>	\$ <u>2,758,686</u>	\$ <u>3,103,383</u>
Add:				
Revenues				
Federal grants	1,221,313	-	-	1,220,544
Interest income	22,992	20,000	25,342	25,000
Interdepartmental service charges	266,319	412,362	307,622	617,138
Other revenue	<u>5,027</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>1,515,651</u>	<u>432,362</u>	<u>332,964</u>	<u>1,862,682</u>
Add:				
Transfer from:				
Solid Waste fund	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>
Total	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>
Less:				
Appropriations for:				
Equipment replacement	<u>1,617,097</u>	<u>345,000</u>	<u>488,267</u>	<u>1,925,544</u>
Total	<u>1,617,097</u>	<u>345,000</u>	<u>488,267</u>	<u>1,925,544</u>
Available balance, end of year	<u><u>2,758,686</u></u>	<u><u>2,905,258</u></u>	<u><u>3,103,383</u></u>	<u><u>3,540,521</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

SEWER REVOLVING FUND

		2014-2015		
	2013-2014 <u>Actual</u>	Original <u>Estimate</u>	Revised <u>Estimate</u>	2015-2016 <u>Estimate</u>
Available balance, beginning of year	\$ <u>3,842,984</u>	\$ <u>3,434,001</u>	\$ <u>5,079,343</u>	\$ <u>5,151,827</u>
Add:				
Revenues from:				
Interest income	48,923	40,000	42,567	40,000
Service fees	24,660	15,000	23,820	30,000
Development fees	34,097	25,000	34,962	25,000
Interdepartmental service charges	90,114	90,114	118,569	138,218
Other revenues	4,156	-	-	-
Depreciation reserve	45,000	45,000	45,000	45,000
COP refinancing	<u>2,454,181</u>	<u>3,345,000</u>	<u>754,021</u>	<u>2,925,900</u>
Total	<u>2,701,131</u>	<u>3,560,114</u>	<u>1,018,939</u>	<u>3,204,118</u>
Add:				
Transfer from:				
Sewer operating fund	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>
Total	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>
Less:				
Appropriations for:				
Equipment replacement	116,958	110,000	592,434	5,000
Capital projects	1,847,814	1,229,596	100,000	1,696,928
Capital projects - COP refinancing	<u>-</u>	<u>3,345,000</u>	<u>754,021</u>	<u>2,925,900</u>
Total	<u>1,964,772</u>	<u>4,684,596</u>	<u>1,446,455</u>	<u>4,627,828</u>
Available balance, end of year	5,079,343	2,809,519	5,151,827	4,228,117
Less:				
Equipment replacement fund	<u>991,425</u>	<u>880,000</u>	<u>450,000</u>	<u>645,000</u>
Available for capital projects	\$ <u><u>4,087,918</u></u>	\$ <u><u>1,929,519</u></u>	\$ <u><u>4,701,827</u></u>	\$ <u><u>3,583,117</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

TRANSPORTATION DEVELOPMENT FUND

		2014-2015		
	2013-2014 <u>Actual</u>	<u>Original Estimate</u>	<u>Revised Estimate</u>	2015-2016 <u>Estimate</u>
Available balance, beginning of year	\$ <u>1,022,070</u>	\$ <u>977,418</u>	\$ <u>1,011,566</u>	\$ <u>1,011,566</u>
Add:				
Revenues from:				
Interest income	11,140	8,000	8,000	5,000
Development fees	<u>128,356</u>	<u>150,000</u>	<u>30,000</u>	<u>100,000</u>
Total	<u>139,496</u>	<u>158,000</u>	<u>38,000</u>	<u>105,000</u>
Less:				
Appropriations for:				
Capital projects	<u>-</u>	<u>91,750</u>	<u>-</u>	<u>91,750</u>
Less:				
Transfers to:				
General Fund	<u>150,000</u>	<u>150,000</u>	<u>38,000</u>	<u>105,000</u>
Available balance, end of year	\$ <u><u>1,011,566</u></u>	\$ <u><u>893,668</u></u>	\$ <u><u>1,011,566</u></u>	\$ <u><u>919,816</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

PARK DEVELOPMENT FUND

		2014-2015		
	2013-2014	Original	Revised	2015-2016
	<u>Actual</u>	<u>Estimate</u>	<u>Estimate</u>	<u>Estimate</u>
Available balance, beginning of year	\$ -	\$ -	\$ -	\$ -
Add:				
Revenues from:				
Interest income	73	-	75	50
Development fees	<u>40,323</u>	<u>20,000</u>	<u>60,000</u>	<u>45,000</u>
Total	<u>40,396</u>	<u>20,000</u>	<u>60,075</u>	<u>45,050</u>
Less:				
Transfers to General Fund:				
Debt Service	35,204	14,700	54,775	39,750
Transfers to Airport Fund:				
Sports Complex Lease	<u>5,192</u>	<u>5,300</u>	<u>5,300</u>	<u>5,300</u>
Total	<u>40,396</u>	<u>20,000</u>	<u>60,075</u>	<u>45,050</u>
Available balance, end of year	\$ -	\$ -	\$ -	\$ -

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

WASTEWATER TREATMENT FACILITY CAPITAL RESERVE

		2014-2015		
	2013-2014 Actual	Original Estimate	Revised Estimate	2015-2016 Estimate
Available balance, beginning of year	\$ 8,527,573	\$ 7,615,232	\$ 8,576,894	\$ 8,681,529
Add:				
Revenues from:				
Interest income	85,921	75,000	87,815	100,000
Development fees	248,321	300,000	253,784	300,000
Interdepartmental service charges	34,704	34,704	53,088	53,088
Other revenues	-	53,088	-	-
Depreciation reserve	125,000	125,000	125,000	125,000
Total	493,946	587,792	519,687	578,088
Add:				
Transfer from:				
Sewer operating fund	500,000	500,000	500,000	500,000
Total	500,000	500,000	500,000	500,000
Less:				
Appropriations for:				
Equipment replacement	-	-	15,052	-
Capital projects	944,625	6,663,711	400,000	8,671,524
Total	944,625	6,663,711	415,052	8,671,524
Available balance, end of year	8,576,894	2,039,313	8,681,529	1,088,093
Less:				
Equipment replacement fund	279,126	318,000	320,000	498,000
Available for capital projects	\$ 8,297,768	\$ 1,721,313	\$ 8,361,529	\$ 590,093

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

STORM DRAIN DEVELOPMENT FUND

		2014-2015		
	2013-2014 <u>Actual</u>	<u>Original Estimate</u>	<u>Revised Estimate</u>	2015-2016 <u>Estimate</u>
Available balance, beginning of year	\$ <u>2,208,130</u>	\$ <u>2,327,934</u>	\$ <u>2,245,472</u>	\$ <u>2,253,972</u>
Add:				
Revenues from:				
Interest income	26,256	15,000	23,500	20,000
Development fees	<u>188,579</u>	<u>100,000</u>	<u>60,000</u>	<u>100,000</u>
Total	<u>214,835</u>	<u>115,000</u>	<u>83,500</u>	<u>120,000</u>
Less:				
Appropriations for:				
Capital projects	<u>177,493</u>	<u>2,164,971</u>	<u>75,000</u>	<u>2,360,082</u>
Total	<u>177,493</u>	<u>2,164,971</u>	<u>75,000</u>	<u>2,360,082</u>
Available balance, end of year	\$ <u><u>2,245,472</u></u>	\$ <u><u>277,963</u></u>	\$ <u><u>2,253,972</u></u>	\$ <u><u>13,890</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

BUILDING CONSTRUCTION FUND

		2014-2015		
	2013-2014	Original	Revised	2015-2016
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ <u>739,147</u>	\$ <u>717,393</u>	\$ <u>692,451</u>	\$ <u>679,061</u>
Add:				
Revenues from:				
Interest income	7,905	4,000	6,000	4,000
Other revenue	<u>1,640</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>9,545</u>	<u>4,000</u>	<u>6,000</u>	<u>4,000</u>
Less:				
Appropriations for:				
Capital Projects	48,336	500,000	13,390	500,000
Transfers to General Fund	<u>7,905</u>	<u>4,000</u>	<u>6,000</u>	<u>4,000</u>
Total	<u>56,241</u>	<u>504,000</u>	<u>19,390</u>	<u>504,000</u>
Available balance, end of year	\$ <u><u>692,451</u></u>	\$ <u><u>217,393</u></u>	\$ <u><u>679,061</u></u>	\$ <u><u>179,061</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

AIRPORT REPLACEMENT AND DEVELOPMENT FUND

		2014-2015		
	2013-2014 Actual	Original Estimate	Revised Estimate	2015-2016 Estimate
Available balance, beginning of year	\$ 520,984	\$ 523,151	\$ 547,063	\$ 488,641
Add:				
Revenues from:				
Interest income	5,850	3,000	5,500	3,000
State grants	-	8,550	6,662	28,438
Federal grants	34,957	171,000	172,104	561,893
Interdepartmental service charges	24,186	24,186	24,186	24,186
Other revenues	-	-	1,000	-
Total	64,993	206,736	209,452	617,517
Less:				
Appropriations for:				
Special aviation	-	-	45,000	-
Capital projects	38,914	290,000	222,874	689,326
Total	38,914	290,000	267,874	689,326
Available balance, end of year	547,063	439,887	488,641	416,832
Less:				
Equipment replacement fund	154,976	180,000	180,000	208,000
Available for capital projects	\$ 392,087	\$ 259,887	\$ 308,641	\$ 208,832

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

GOLF COURSE REPLACEMENT FUND

		2014-2015		
	2013-2014 Actual	Original Estimate	Revised Estimate	2015-2016 Estimate
Available balance, beginning of year	\$ 146,500	\$ 177,057	\$ 156,587	\$ 124,669
Add:				
Revenues from:				
Interest income	1,738	1,000	1,471	1,000
Interdepartmental service charges	29,112	29,112	33,823	37,188
Other revenues	200	-	1,012	-
Total	31,050	30,112	36,306	38,188
Less:				
Appropriations for:				
Equipment replacement	20,963	80,000	68,224	-
Total	20,963	80,000	68,224	-
Available balance, end of year	\$ 156,587	\$ 127,169	\$ 124,669	\$ 162,857

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

EQUIPMENT MAINTENANCE REPLACEMENT FUND

		2014-2015		
	2013-2014 <u>Actual</u>	Original <u>Estimate</u>	Revised <u>Estimate</u>	2015-2016 <u>Estimate</u>
Available balance, beginning of year	\$ <u>369,018</u>	\$ <u>448,095</u>	\$ <u>440,499</u>	\$ <u>562,904</u>
Add:				
Revenues from:				
Interest income	4,631	2,500	5,000	2,500
Interdepartmental service charges	113,680	133,074	133,074	133,062
Other revenues	<u>521</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>118,832</u>	<u>135,574</u>	<u>138,074</u>	<u>135,562</u>
Less:				
Appropriations for:				
Equipment replacement	<u>47,351</u>	<u>85,000</u>	<u>15,669</u>	<u>98,000</u>
Total	<u>47,351</u>	<u>85,000</u>	<u>15,669</u>	<u>98,000</u>
Available balance, end of year	\$ <u><u>440,499</u></u>	\$ <u><u>498,669</u></u>	\$ <u><u>562,904</u></u>	\$ <u><u>600,466</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

GENERAL FUND EQUIPMENT REPLACEMENT

		2014-2015		
	2013-2014 Actual	Original Estimate	Revised Estimate	2015-2016 Estimate
Available balance, beginning of year	\$ 6,339,551	\$ 6,536,384	\$ 6,632,056	\$ 4,265,584
Add:				
Revenues from:				
Federal and state grants	199,841	-	31,607	-
Interest income	70,709	45,000	45,000	105,953
Interdepartmental service charges	950,392	800,000	800,000	800,000
Other revenues	10,025	-	31,153	15,000
Total	1,230,967	845,000	907,760	920,953
Add:				
Transfer from other funds	80,000	-	930	-
Less:				
Appropriations for:				
Debt redemption	234	184	162	184
Equipment replacement	1,018,228	578,000	875,000	868,000
Total	1,018,462	578,184	875,162	868,184
Less:				
Interfund loan	-	-	2,400,000	-
Available balance, end of year	\$ 6,632,056	\$ 6,803,200	\$ 4,265,584	\$ 4,318,353

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015-2016**

PROPOSED EQUIPMENT REPLACEMENT SCHEDULE

DEPARTMENT	EQUIPMENT DESCRIPTION	ESTIMATED COST
Fire	Fire Engine	380,000
	Radios & Pagers	5,000
	Fire Fighting and Rescue Equipment	35,000
	Station & Grounds	55,000
Police	4 Unmarked Units	200,000
	1 Patrol Unit	50,000
Sports Complex	4WD Mower	91,000
Public Works - Streets	1 ton pickup w/liftbed & crane	52,000
	Total General Fund Equipment Replacement	868,000
Public Works - Sewer	Portable Generator	5,000
	Total Sewer Equipment Replacement	5,000
Public Works - Water Distribution	Self Propelled Spray Rig	90,000
	1 ton 4x4 pickup	30,000
	Portable Generator	5,000
	Utility Trailer	5,000
	Computer/Misc Equipment	5,000
	SCADA System upgrade	420,000
	Chlorine Station upgrades	60,000
	Total Water Equipment Replacement	615,000
Public Works - Solid Waste	Loader	200,000
	(2) CNG Frontloader (CMAQ matching funds)	80,000
	(2) CNG Sideloaders (CMAQ matching funds)	80,000
	CNG Street Sweeper (CMAQ matching funds)	35,000
	Automated Containers	110,000
	Commercial Bins and Rolloff Containers	200,000
	Total Solid Waste Equipment Replacement	705,000
Public Works - Equipment Maint.	Hoist	90,000
	Parts Washer	6,000
	Engine Analyzer Software	2,000
	Total Equipment Maintenance Equipment Replacement	98,000
	TOTAL 2015-2016 EQUIPMENT REPLACEMENT	2,291,000

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015 - 2016**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
<u>GENERAL GOVERNMENT</u>			
GENERAL:			
Analysis of impediments/housing element/consolidated plan	89-9070	\$ 106,809	General Fund
Animal shelter & dog park	89-9015	1,180,690	Building Construction Fund/WWTF/PTAF
Circulation element - transportation update	89-9026	150,000	LTF
Comprehensive impact fee study		100,000	Impact fees (various)
Elderberry mitigation monitoring	89-9073	75,000	LTF
Kiwanis handicap ramp	89-9028	20,000	General Fund carryover
PD training facility ADA bathroom and parking		30,000	Asset forfeiture fund
Porterville Hotel	89-9006	496,979	Gen Fund / RDA bond proceeds / WFH
Public Safety Station	89-9004	1,823,000	Measure H
Resurface drill grounds @ FD training facility	89-9020	32,964	GF carryover
Tule River JPA administration	89-9046	8,000	General Fund
Tule River/Porter Slough clearing	89-9038	20,000	General Fund
Weed abatement - City ROW		25,000	LTF
Wetlands mitigation		100,000	LTF
TOTAL		\$ 4,168,442	
<u>STREETS & SIGNALS</u>			
Airport toxic remediation site maintenance	89-9107	\$ 18,500	STP
ADA transition plan	89-9029	50,000	Risk Management Fund
City Hall ADA parking spaces w/ sidewalk ramps	89-9464	30,000	LTF
Date Ave widening - 'H' to Jaye	89-9197	216,569	LTF
Gibbons - Jaye to Main (city/county project)	89-9102	69,000	STP
Gibbons Ave street reconstruction	89-9190	111,100	LTF
Granite Hills High School streets record of survey	89-9145	9,218	STP
Henderson Ave - Jaye to Indiana (cold foam)		1,210,000	LTF
Hillside development - standards & specifications	89-9124	78,684	LTF
Indiana Bridge	89-9125	40,361	General Fund carryover
Jaye Street Bridge	85-9703	12,882,813	Highway Bridge Prog / LTF / COP
Lighted crosswalks - collector & arterial		100,000	LTF
Lime St reconstruction	89-9158	1,130,000	LTF
Micro surfacing and rehab - Plano (SR 190 to Henderson)	89-9167	800,000	Measure R Local
Miscellaneous alleys	89-9103	96,526	STP
Miscellaneous City-owned curb, gutter and sidewalk	89-9104	40,000	STP
Miscellaneous curb and gutter	89-9155	105,000	STP
Newcomb Bridge	89-9178	24,500	LTF
Newcomb shoulder stabilization - Roby to Olive	89-9139	983,300	Measure R - Alt / CMAQ / LTF
North Grand reconstruction - Prospect to Newcomb	89-9126	1,100,000	Special gas tax
Oak Ave walkway	89-9146	283,000	Measure R - Alt / TE grant
Overlay program	89-9101	319,753	STP
Parking lots - adjacent alley improvements		50,000	LTF
Pavement mgt program implementation & maintenance	89-9127	125,000	Special gas tax
Plano Bridge - revegetation plan & monitoring	85-9701	10,000	Highway Bridge Prog / LTF
Putnam and D St traffic signal	89-9159	295,500	HSIP / STP

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015 - 2016**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
SR 190 corridor study (incl Main/190 interchange)	89-9160	218,818	Measure R - Regional
Scenic Heights guard rail repair	89-9134	30,000	LTF
Signs and signals upgrade	89-9111	50,000	STP
Vandalia median island	89-9141	67,841	LTF
Westfield / Matthew - Burton traffic mitigation		45,875	Transportation impact fees
Westfield / Westwood - Burton traffic mitigation		45,875	Transportation impact fees
TOTAL		<u>\$ 20,637,233</u>	

STORM DRAIN

Drainage reservoir #14 expansion	89-9266	\$ 119,926	Developer Fees
Drainage reservoir #18	89-9270	525,000	Developer Fees
Drainage reservoir #49	89-9271	250,000	Developer Fees
Flood plain management	89-9261	19,000	Developer Fees
Main Street - Westfield pipe (Pond 15 to Pond 19)		221,000	Developer Fees
Master plan payback	89-9208	144,691	Developer Fees
Master plan update	89-9258	199,963	Developer Fees
Mulberry / Second storm drain		15,000	Developer Fees
Municipal Separate Storm Sewer System (MS4) permit	89-9274	28,152	Developer Fees
N Grand reconstruction (Prospect to SR65 pipeline)	89-9267	179,410	Developer Fees
Rails to Trails / Olive storm drain		10,000	Developer Fees
Storm drain #30 and piping (airport industrial development)	89-9273	321,940	Developer Fees
Tomah Ave - Porter Rd to Wisconsin	89-9265	66,000	Developer Fees
Zalud Park storm drain upgrade	89-9229	260,000	Developer Fees
TOTAL		<u>\$ 2,360,082</u>	

PARKS AND LEISURE SERVICES

Library literacy center development	89-9495	\$ 155,093	Measure H / GF carryover
Library restroom remodel	89-9460	87,500	GF carryover
Murry Park shade structure		42,267	Housing related parks grant
Murry Park West trail	89-9499	21,100	Housing related parks grant
Program accessibility - ADA self evaluation plan	89-9029	25,000	Risk Management Fund
Sports complex restroom/concession		115,000	Contribution-Porterville Youth Football
Sports complex lighting	89-9452	61,821	CEQA mitigation
Tule River Parkway, Phase III	89-9439	84,000	Measure R - Alt
TOTAL		<u>\$ 591,781</u>	

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015 - 2016**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
<u>SEWER</u>			
Annexation sewer project - Area 1 (456A & 457)	89-9662	\$ 912,400	Sewer revenue bonds
Annexation sewer project - Area 4 (459A & 459C)	89-9665	1,000,000	Sewer revenue bonds
Annexation sewer project - Area 5 (456B & 456C)	89-9663	913,500	Sewer revenue bonds
Annexation sewer project - Area 6 (455A)		100,000	Sewer revenue bonds
Henderson Ave - Lime to Plano		470,000	Sewer revolving fund
Lift station upgrade	89-9645	75,000	Sewer revolving fund
Lift station #7 upgrade (airport industrial development)	89-9603	73,000	Sewer revolving fund
Lift station #11 - capacity analysis (Matthew reconstruction)	89-9633	15,000	Developer Fees
Lime St - Danner to Mulberry	89-9680	349,909	Sewer revolving fund
Master plan payback	89-9604	324,633	Developer Fees
Master plan update	89-9660	197,386	Developer Fees
Newcomb - North of Mulberry pump upgrade (LS#3)	89-9634	50,000	Developer Fees
Newcomb - W North Grand pump upgrade (LS#4)	89-9653	35,000	Developer Fees
Putnam / Railroad to Plano sewer replacement	89-9697	107,000	Sewer revolving fund
TOTAL		<u>\$ 4,622,828</u>	
<u>WATER</u>			
Cottage St and Union Ave meter project	89-9719	\$ 100,000	Water replacement fund
Deficient fire flow		100,000	Water replacement fund
Ground water recharge - reservoir #'s 58 & 59	89-9720	117,901	Water replacement fund
Lime St - Mulberry to Henderson pipe	89-9706	125,000	Water replacement fund
Master plan payback	89-9768	400,517	Developer Fees
Master plan update	89-9703	196,000	Developer Fees
Morton - Indiana to Palm - pipe		178,000	Developer Fees
Rehabilitate wells		100,000	Water replacement fund
Rocky Hill cathodic protection	89-9791	50,000	Water replacement fund
Scenic Heights tank coating and repair	89-9790	400,000	Water replacement fund
Scenic Heights tank overflow	89-9790	150,000	Water replacement fund
Scranton Ave water main relocation	89-9797	143,330	Developer Fees
Urban water management plan		50,000	Water replacement fund
Water infrastructure review	89-9798	34,760	Water replacement fund
Water meter radio read (test project)	89-9760	75,000	Water replacement fund
Water well #32	89-9722	820,000	CIEDB
Water well #33 (Akins)	89-9748	1,400,000	Dept of Water Resources
Water well #34 (Beverly / Grand)		1,400,000	Office of Emergency Services
Water well #35 (E Porterville)		1,300,000	OES / USDA
TOTAL		<u>\$ 7,140,508</u>	

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015 - 2016**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
<u>WASTEWATER TREATMENT FACILITY</u>			
Alternative energy project (solar power)		\$ 300,000	WWTF reserve fund
Blower project & dewatering project	89-9639	4,225,300	WWTF reserve fund
Boiler #2		800,000	WWTF reserve fund
Canopy for vehicles	89-9626	24,964	WWTF reserve fund
Digester cleaning, coating and piping replacement	89-9642	113,243	WWTF reserve fund
Expansion of emergency storage	89-9620	344,197	WWTF impact fees
Headworks grinder/washer/compactor	89-9666	300,000	WWTF reserve fund
Manhole 10A inspection / repair	89-9667	100,000	WWTF reserve fund
Mixing pump for digester #3		60,000	WWTF reserve fund
Odor control project		800,000	WWTF reserve fund
Scada upgrade	89-9650	298,856	WWTF reserve fund
Septic station retrofit	89-9648	350,000	WWTF reserve fund
Sludge / grit staging area		300,000	WWTF reserve fund
Tertiary treatment plant		200,000	WWTF reserve fund
Wastewater needs assessment and master plan	89-9654	99,964	WWTF reserve fund
TOTAL		\$ <u>8,316,524</u>	
<u>TRANSIT</u>			
40' electric bus	20-1190-72	\$ 984,270	Air District grant / LTF
Automatic passenger counter system		324,695	Prop 1B
Bus maintenance and admin facility	89-9098	500,000	FTA grant / LTF
Bus stop amenities		40,000	Prop 1B
Bus stop shelters		240,000	FTA grant / LTF
Bus stop signing	89-9303	68,000	FTA grant / LTF
Bus turnouts		94,196	FTA grant / LTF
CNG facility expansion	89-9099	2,510,695	FTA grant / LTF / WWTFRF
Fiber network at Centennial Plaza		50,000	LTF
Furniture for Centennial Plaza offices	20-1170-73	50,000	FTA grant / LTF
Moblie fare payment system		835,183	FTA grant / Prop 1B / LTF
Signal pre-emption	89-9305	105,948	FTA grant / LTF
Transit / corp yard security CCTV	89-9043	200,000	FTA grant / LTF
Vehicle security system		50,000	FTA grant / LTF
Website development		20,000	FTA grant / LTF
TOTAL		\$ <u>6,072,987</u>	

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015 - 2016**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
<u>AIRPORT</u>			
Airport layout plan narrative		\$ 34,326	FAA / State grants / Airport Dev Fund
Airport restaurant ADA bathrooms		50,000	Proceeds from land release
Rehabilitate Runway 7-25		590,000	FAA / State grants / Airport Dev Fund
Slurry seal airport parking lots		15,000	Proceeds from land release
		<u>\$ 689,326</u>	
<u>CDBG</u>			
Hockett / Putnam (NEC, UB) parking lot	89-9877	\$ 45,000	CDBG
Olive / Second (behind Porterville Hotel) parking lot	89-9878	25,000	CDBG
Second / Mill (SEC) parking lot	89-9879	30,000	CDBG
Second / Putnam (NWC) parking lot	89-9880	45,000	CDBG
Murry Park improvement	89-9813	15,351	CDBG
Santa Fe gym floor	89-9405		CDBG
		<u>\$ 160,351</u>	
<u>MISCELLANEOUS</u>			
CNG refuse trucks (4)	81-3095-72	\$ 1,097,004	CMAQ/Equipment Replacement fund
CNG sweeper	81-3095-72	282,547	CMAQ/Equipment Replacement fund
New public safety station furnishings	03-3095-73	50,000	Equipment Replacement fund
PD portable radios	03-3095-73	40,000	Equipment Replacement fund
		<u>\$ 1,469,551</u>	
TOTAL CAPITAL PROJECTS		<u>\$ 56,229,613</u>	

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015 - 2016**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
<u>GENERAL GOVERNMENT</u>			
GENERAL:			
Analysis of impediments/housing element/consolidated plan	89-9070	\$ 106,809	General Fund
Animal shelter & dog park	89-9015	1,180,690	Building Construction Fund/WWTF/PTAF
Circulation element - transportation update	89-9026	150,000	LTF
Comprehensive impact fee study		100,000	Impact fees (various)
Elderberry mitigation monitoring	89-9073	75,000	LTF
Kiwanis handicap ramp	89-9028	20,000	General Fund carryover
PD training facility ADA bathroom and parking		30,000	Asset forfeiture fund
Porterville Hotel	89-9006	496,979	Gen Fund / RDA bond proceeds / WFH
Public Safety Station	89-9004	1,823,000	Measure H
Resurface drill grounds @ FD training facility	89-9020	32,964	GF carryover
Tule River JPA administration	89-9046	8,000	General Fund
Tule River/Porter Slough clearing	89-9038	20,000	General Fund
Weed abatement - City ROW		25,000	LTF
Wetlands mitigation		100,000	LTF
TOTAL		\$ 4,168,442	
<u>STREETS & SIGNALS</u>			
Airport toxic remediation site maintenance	89-9107	\$ 18,500	STP
ADA transition plan	89-9029	50,000	Risk Management Fund
City Hall ADA parking spaces w/ sidewalk ramps	89-9464	30,000	LTF
Date Ave widening - 'H' to Jaye	89-9197	216,569	LTF
Gibbons - Jaye to Main (city/county project)	89-9102	69,000	STP
Gibbons Ave street reconstruction	89-9190	111,100	LTF
Granite Hills High School streets record of survey	89-9145	9,218	STP
Henderson Ave - Jaye to Indiana (cold foam)		1,210,000	LTF
Hillside development - standards & specifications	89-9124	78,684	LTF
Indiana Bridge	89-9125	40,361	General Fund carryover
Jaye Street Bridge	85-9703	12,882,813	Highway Bridge Prog / LTF / COP
Lighted crosswalks - collector & arterial		100,000	LTF
Lime St reconstruction	89-9158	1,130,000	LTF
Micro surfacing and rehab - Plano (SR 190 to Henderson)	89-9167	800,000	Measure R Local
Miscellaneous alleys	89-9103	96,526	STP
Miscellaneous City-owned curb, gutter and sidewalk	89-9104	40,000	STP
Miscellaneous curb and gutter	89-9155	105,000	STP
Newcomb Bridge	89-9178	24,500	LTF
Newcomb shoulder stabilization - Roby to Olive	89-9139	983,300	Measure R - Alt / CMAQ / LTF
North Grand reconstruction - Prospect to Newcomb	89-9126	1,100,000	Special gas tax
Oak Ave walkway	89-9146	283,000	Measure R - Alt / TE grant
Overlay program	89-9101	319,753	STP
Parking lots - adjacent alley improvements		50,000	LTF
Pavement mgt program implementation & maintenance	89-9127	125,000	Special gas tax
Plano Bridge - revegetation plan & monitoring	85-9701	10,000	Highway Bridge Prog / LTF
Putnam and D St traffic signal	89-9159	295,500	HSIP / STP

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015 - 2016**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
SR 190 corridor study (incl Main/190 interchange)	89-9160	218,818	Measure R - Regional
Scenic Heights guard rail repair	89-9134	30,000	LTF
Signs and signals upgrade	89-9111	50,000	STP
Vandalia median island	89-9141	67,841	LTF
Westfield / Matthew - Burton traffic mitigation		45,875	Transportation impact fees
Westfield / Westwood - Burton traffic mitigation		45,875	Transportation impact fees
TOTAL		<u>\$ 20,637,233</u>	

STORM DRAIN

Drainage reservoir #14 expansion	89-9266	\$ 119,926	Developer Fees
Drainage reservoir #18	89-9270	525,000	Developer Fees
Drainage reservoir #49	89-9271	250,000	Developer Fees
Flood plain management	89-9261	19,000	Developer Fees
Main Street - Westfield pipe (Pond 15 to Pond 19)		221,000	Developer Fees
Master plan payback	89-9208	144,691	Developer Fees
Master plan update	89-9258	199,963	Developer Fees
Mulberry / Second storm drain		15,000	Developer Fees
Municipal Separate Storm Sewer System (MS4) permit	89-9274	28,152	Developer Fees
N Grand reconstruction (Prospect to SR65 pipeline)	89-9267	179,410	Developer Fees
Rails to Trails / Olive storm drain		10,000	Developer Fees
Storm drain #30 and piping (airport industrial development)	89-9273	321,940	Developer Fees
Tomah Ave - Porter Rd to Wisconsin	89-9265	66,000	Developer Fees
Zalud Park storm drain upgrade	89-9229	260,000	Developer Fees
TOTAL		<u>\$ 2,360,082</u>	

PARKS AND LEISURE SERVICES

Library literacy center development	89-9495	\$ 155,093	Measure H / GF carryover
Library restroom remodel	89-9460	87,500	GF carryover
Murry Park shade structure		42,267	Housing related parks grant
Murry Park West trail	89-9499	21,100	Housing related parks grant
Program accessibility - ADA self evaluation plan	89-9029	25,000	Risk Management Fund
Sports complex restroom/concession		115,000	Contribution-Porterville Youth Football
Sports complex lighting	89-9452	61,821	CEQA mitigation
Tule River Parkway, Phase III	89-9439	84,000	Measure R - Alt
TOTAL		<u>\$ 591,781</u>	

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015 - 2016**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
<u>SEWER</u>			
Annexation sewer project - Area 1 (456A & 457)	89-9662	\$ 912,400	Sewer revenue bonds
Annexation sewer project - Area 4 (459A & 459C)	89-9665	1,000,000	Sewer revenue bonds
Annexation sewer project - Area 5 (456B & 456C)	89-9663	913,500	Sewer revenue bonds
Annexation sewer project - Area 6 (455A)		100,000	Sewer revenue bonds
Henderson Ave - Lime to Plano		470,000	Sewer revolving fund
Lift station upgrade	89-9645	75,000	Sewer revolving fund
Lift station #7 upgrade (airport industrial development)	89-9603	73,000	Sewer revolving fund
Lift station #11 - capacity analysis (Matthew reconstruction)	89-9633	15,000	Developer Fees
Lime St - Danner to Mulberry	89-9680	349,909	Sewer revolving fund
Master plan payback	89-9604	324,633	Developer Fees
Master plan update	89-9660	197,386	Developer Fees
Newcomb - North of Mulberry pump upgrade (LS#3)	89-9634	50,000	Developer Fees
Newcomb - W North Grand pump upgrade (LS#4)	89-9653	35,000	Developer Fees
Putnam / Railroad to Plano sewer replacement	89-9697	107,000	Sewer revolving fund
TOTAL		<u>\$ 4,622,828</u>	
<u>WATER</u>			
Cottage St and Union Ave meter project	89-9719	\$ 100,000	Water replacement fund
Deficient fire flow		100,000	Water replacement fund
Ground water recharge - reservoir #'s 58 & 59	89-9720	117,901	Water replacement fund
Lime St - Mulberry to Henderson pipe	89-9706	125,000	Water replacement fund
Master plan payback	89-9768	400,517	Developer Fees
Master plan update	89-9703	196,000	Developer Fees
Morton - Indiana to Palm - pipe		178,000	Developer Fees
Rehabilitate wells		100,000	Water replacement fund
Rocky Hill cathodic protection	89-9791	50,000	Water replacement fund
Scenic Heights tank coating and repair	89-9790	400,000	Water replacement fund
Scenic Heights tank overflow	89-9790	150,000	Water replacement fund
Scranton Ave water main relocation	89-9797	143,330	Developer Fees
Urban water management plan		50,000	Water replacement fund
Water infrastructure review	89-9798	34,760	Water replacement fund
Water meter radio read (test project)	89-9760	75,000	Water replacement fund
Water well #32	89-9722	820,000	CIEDB
Water well #33 (Akins)	89-9748	1,400,000	Dept of Water Resources
Water well #34 (Beverly / Grand)		1,400,000	Office of Emergency Services
Water well #35 (E Porterville)		1,300,000	OES / USDA
TOTAL		<u>\$ 7,140,508</u>	

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015 - 2016**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
<u>WASTEWATER TREATMENT FACILITY</u>			
Alternative energy project (solar power)		\$ 300,000	WWTF reserve fund
Blower project & dewatering project	89-9639	4,225,300	WWTF reserve fund
Boiler #2		800,000	WWTF reserve fund
Canopy for vehicles	89-9626	24,964	WWTF reserve fund
Digester cleaning, coating and piping replacement	89-9642	113,243	WWTF reserve fund
Expansion of emergency storage	89-9620	344,197	WWTF impact fees
Headworks grinder/washer/compactor	89-9666	300,000	WWTF reserve fund
Manhole 10A inspection / repair	89-9667	100,000	WWTF reserve fund
Mixing pump for digester #3		60,000	WWTF reserve fund
Odor control project		800,000	WWTF reserve fund
Scada upgrade	89-9650	298,856	WWTF reserve fund
Septic station retrofit	89-9648	350,000	WWTF reserve fund
Sludge / grit staging area		300,000	WWTF reserve fund
Tertiary treatment plant		200,000	WWTF reserve fund
Wastewater needs assessment and master plan	89-9654	99,964	WWTF reserve fund
TOTAL		\$ 8,316,524	
<u>TRANSIT</u>			
40' electric bus	20-1190-72	\$ 984,270	Air District grant / LTF
Automatic passenger counter system		324,695	Prop 1B
Bus maintenance and admin facility	89-9098	500,000	FTA grant / LTF
Bus stop amenities		40,000	Prop 1B
Bus stop shelters		240,000	FTA grant / LTF
Bus stop signing	89-9303	68,000	FTA grant / LTF
Bus turnouts		94,196	FTA grant / LTF
CNG facility expansion	89-9099	2,510,695	FTA grant / LTF / WWTFRF
Fiber network at Centennial Plaza		50,000	LTF
Furniture for Centennial Plaza offices	20-1170-73	50,000	FTA grant / LTF
Moblie fare payment system		835,183	FTA grant / Prop 1B / LTF
Signal pre-emption	89-9305	105,948	FTA grant / LTF
Transit / corp yard security CCTV	89-9043	200,000	FTA grant / LTF
Vehicle security system		50,000	FTA grant / LTF
Website development		20,000	FTA grant / LTF
TOTAL		\$ 6,072,987	

**CITY OF PORTERVILLE
ANNUAL BUDGET
2015 - 2016**

CAPITAL PROJECTS

<u>PROJECT</u>	<u>ACCOUNT NUMBER</u>	<u>REQUIRED AMOUNTS</u>	<u>FUNDING SOURCE</u>
<u>AIRPORT</u>			
Airport layout plan narrative		\$ 34,326	FAA / State grants / Airport Dev Fund
Airport restaurant ADA bathrooms		50,000	Proceeds from land release
Rehabilitate Runway 7-25		590,000	FAA / State grants / Airport Dev Fund
Slurry seal airport parking lots		15,000	Proceeds from land release
		<u>\$ 689,326</u>	
<u>CDBG</u>			
Hockett / Putnam (NEC, UB) parking lot	89-9877	\$ 45,000	CDBG
Olive / Second (behind Porterville Hotel) parking lot	89-9878	25,000	CDBG
Second / Mill (SEC) parking lot	89-9879	30,000	CDBG
Second / Putnam (NWC) parking lot	89-9880	45,000	CDBG
Murry Park improvement	89-9813	15,351	CDBG
Santa Fe gym floor	89-9405		CDBG
		<u>\$ 160,351</u>	
<u>MISCELLANEOUS</u>			
CNG refuse trucks (4)	81-3095-72	\$ 1,097,004	CMAQ/Equipment Replacement fund
CNG sweeper	81-3095-72	282,547	CMAQ/Equipment Replacement fund
New public safety station furnishings	03-3095-73	50,000	Equipment Replacement fund
PD portable radios	03-3095-73	40,000	Equipment Replacement fund
		<u>\$ 1,469,551</u>	
TOTAL CAPITAL PROJECTS		<u><u>\$ 56,229,613</u></u>	

RESOLUTION NO. ____-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE ADOPTING THE GENERAL FUND BUDGET
FOR FISCAL YEAR 2015-2016

WHEREAS: The City Manager, under provisions of the City Charter of the City of Porterville, has presented to the City Council for its consideration, a proposed General Fund Operating and Capital Improvement Budget for the period beginning July 1, 2015 and ending June 30, 2016; and

WHEREAS: The City Council after thorough review, has determined said budget, as modified and corrected, is in all respects suitable and adequate for the purposes of said budget and covers the necessary expenditures of the General Fund of the City of Porterville for the 2015-2016 Fiscal Year based on the cash reserve balance.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Porterville General Fund Budget for the 2015-2016 fiscal year is adopted in the following amounts:

Operating Budget	\$24,251,162
Capital Projects	1,247,666
Debt Service	<u>1,149,297</u>
Total	<u>\$26,648,125</u>

2. Staff will update Council on the condition of the budget and ongoing validity of assumptions utilized to create it during the months of November, February and May of the fiscal year, or at any time information becomes available that would alter the viability of this budget.
3. The City Manager is authorized to transfer General Fund operating budget appropriations between functions as required.
4. Increased service levels that require additional appropriations shall not be implemented without prior City Council approval.

PASSED, APPROVED AND ADOPTED this 16th day of June, 2015.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

**RECERTIFICATION FOR 2015-2016 FISCAL YEAR
MEASURE H EXPENDITURE PLAN**

Proposed Expenditure Plan for the City of Porterville Public Safety Sales Tax Measure Based on 1/2 Cent Sales Tax availability:

The City Council has evaluated Porterville's safety needs with input from the public in developing the attached Public Safety Expenditure Plan, which shall be amended from time to time, at the projected/estimated costs shown:

Fiscal Year 2015-2016 Revenues

Sales Tax – Measure H Revenues	\$3,256,126
Interest	5,000
Other Revenues	<u>2,500</u>
Total Revenues	<u>\$3,363,626</u>

Fiscal Year 2015-2016 Expenditures

Maintain expanded patrol operations and gang suppression and narcotics operations with 10 sworn and 3 non-sworn Police personnel	\$1,463,664
Maintain 8 sworn Fire personnel and addition of 3 sworn Fire personnel and other operating expenditures for the new Public Safety Station	1,330,723
Maintain public library hours and continue expansion of literacy programs as outlined in the library business plan with 3 full-time library assistants, part-time staffing and one third of a parks maintenance worker	<u>493,677</u>
Subtotal	<u>\$3,288,064</u>
Construction of Public Safety Station	\$1,823,000
Development of Library Literacy Center	<u>100,000</u>
Subtotal	<u>\$1,923,000</u>
Total Expenditures	<u>\$5,211,064</u>

John D. Lollis, City Manager

RESOLUTION NO. ____-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE ADOPTING THE SPECIAL REVENUE, PROPRIETARY,
CAPITAL PROJECTS, AND DEBT SERVICE FUNDS BUDGET
FOR FISCAL YEAR 2015-2016

WHEREAS: The City Manager, under provisions of the City Charter of the City of Porterville, has presented to the City Council for its consideration, a proposed Operating and Capital Improvement Budget for the Special Revenue, Proprietary, Capital Project, and Debt Service Funds for the period beginning July 1, 2015 and ending June 30, 2016; and

WHEREAS: The City Council after thorough review, has determined said budgets, as modified and corrected, are in all respects suitable and adequate for the purposes of said budgets and cover the necessary expenditures / expenses of the Special Revenue, Proprietary, Capital Projects, and Debt Service Funds of the City of Porterville for the 2015-2016 Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Porterville Special Revenue, Proprietary, Capital Projects, and Debt Service Funds budget for the 2015-2016 fiscal year, are adopted in the following amounts:

Operating Budget	\$35,643,820
Capital Projects	41,274,761
Debt Service	<u>5,600,933</u>
Total	<u>\$82,519,514</u>

2. Pursuant to Ordinance No. 1684, the Porterville Police, Fire and Emergency Response 9-1-1 Measure Expenditure Plan, is hereby recertified for the 2015-2016 fiscal year and the document, attached as Exhibit "A", reflects the financial consequences of the receipt, expenditure and allocation of Measure H Sales Tax revenues for the 2015-2016 fiscal year.
3. Increased service levels that require additional appropriations shall not be implemented without prior City Council approval.

PASSED, APPROVED AND ADOPTED this 16th day of June, 2015.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Conditional Use Permit to Re-establish a Pre-existing Legal, Non-conforming Use at 952 West North Grand Avenue

SOURCE: Community Development

BACKGROUND:

At the meeting of June 2, 2015, the City Council directed staff to bring forward a Conditional Use Permit, rather than a Temporary Structure Permit, for the continued use of 2.46± acres by Mr. Steve Penn for the storage of farm and construction vehicles and equipment.

COMMENT: The site address is 952 West North Grand Avenue, located at the northeast corner of State Route 65 and North Grand Avenue. The Conditional Use Permit better suits the actual use of the site as storage only, rather than the permitted use for storage and consignment sales, which had been permitted in recent years. The conditions of approval are similar to what had governed the Temporary Structure Permit, but allows the business owner to continue without annual review, unless requested by the Council.

ANALYSIS: The draft resolution presents a Conditional Use Permit to reestablish a legal, non-conforming use, which is allowed by the Development Ordinance. In the future, if the business owner selects to re-initiate the consignment sales element of his business, a modification to the conditional use permit could accommodate the change, if warranted and approved by the Council at that time. As noted at the last meeting, a sub-lessee of a portion of the subject site sells and repairs lawnmowers. That business is allowed to legally operate at the site in the General Commercial zone district as a Maintenance and Repair facility, with outdoor retail sales as an accessory use as approved by the Zoning Administrator. The lawnmower business would not be affected by the decisions made regarding Mr. Penn's business.

ENVIRONMENTAL REVIEW:

The appropriate level of environmental review is a Class 1 Categorical Exemption. A Notice of Exemption would be filed following any action taken by the City Council.

RECOMMENDATION: That the City Council adopt the draft resolution approving Conditional Use Permit (PRC 2013-007-C) subject to conditions of approval.

ATTACHMENTS: 1. Draft Resolution
 2. Exhibit A

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING A CONDITIONAL USE PERMIT TO ALLOW FOR THE STORAGE OF
EQUIPMENT LOCATED AT 952 WEST NORTH GRAND AVENUE.

WHEREAS, the applicant has previously been subject to a Temporary Structure Permit to operate a storage and consignment business at 952 West North Grand Avenue, but has made clear to the Council his intent to use the site for storage only; and

WHEREAS, the use of the site as storage only was a legal, non-conforming use for many years, dating back to the 1970s; and

WHEREAS, Chapter 307 of the Porterville Municipal Code authorizes the City Council to re-establish a non-conforming use subject to certain conditions, by issuance of a Conditional Use Permit; and

WHEREAS, the applicant has worked with City Staff to address potential safety and other pertinent issues; and

WHEREAS, the City Council of the City of Porterville, at its regular scheduled meeting of June 16, 2015, held a public hearing to consider approving a Conditional Use Permit to allow for the storage of equipment located at 952 West North Grand Avenue.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby grant a Conditional Use Permit to allow for the storage of equipment located at the northeast corner of State Route 65 and North Grand Avenue (952 W. North Grand) with the following conditions:

1. The uses shall be consistent with the site plan represented in Exhibit A attached hereto.
2. At all times, the facility shall be operated and maintained to comply with applicable Local, State, and Federal laws and regulations.
3. The applicant shall maintain the outdoor storage area with decomposed granite or similar material to the satisfaction of the City Engineer.
4. The hours of operation shall be Monday- Saturday between dawn and dusk.
5. Any and all outdoor storage areas in use, and all drive aisles shall be watered daily to eliminate dust, or a dust palliative treatment shall be applied as needed to eliminate dust.

6. The developer/applicant shall maintain vehicle barriers such as railroad ties acceptable to the City Engineer between the public parking area and the storage and display areas.
7. Oil pans or like devices shall be installed underneath all stored vehicles, and maintained in a manner so as to prevent vehicle engine oil and/or fluids from contacting the ground.
8. The merchandise displayed in any outdoor display area on the site shall be limited to farm or construction equipment.
9. Landscaping shall be maintained around the perimeter adjacent to public rights of way in order to provide screening of the outdoor storage.
10. Vehicular access onto the subject site shall be limited on West North Grand Avenue to one entrance within the existing curb cut near the eastern boundary of the parcel.
11. Parking for employees and patrons of the business shall be provided on site.
12. In the event the applicant fails to satisfy all conditions set forth by the City Council in the permit, the right to construct, maintain and utilize the site may be terminated immediately by action of the City Council, and, in addition thereto, a violation of the conditions of said permit is hereby declared to be unlawful.
13. Nothing herein shall permit an applicant to make use of any structure or area in violation of any zoning law, ordinance or regulation of the City.

PASSED, APPROVED AND ADOPTED this 16th day of June, 2015.

Milt Stowe, Mayor

ATTEST:
John Lollis, City Manager

BY _____
Patrice Hildreth, City Clerk

Central Valley Consignment & Storage

Steve Penn
(559) 284-5940

Designated Areas of Operation



Equipment



Parking



Fencing



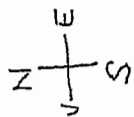
Gates



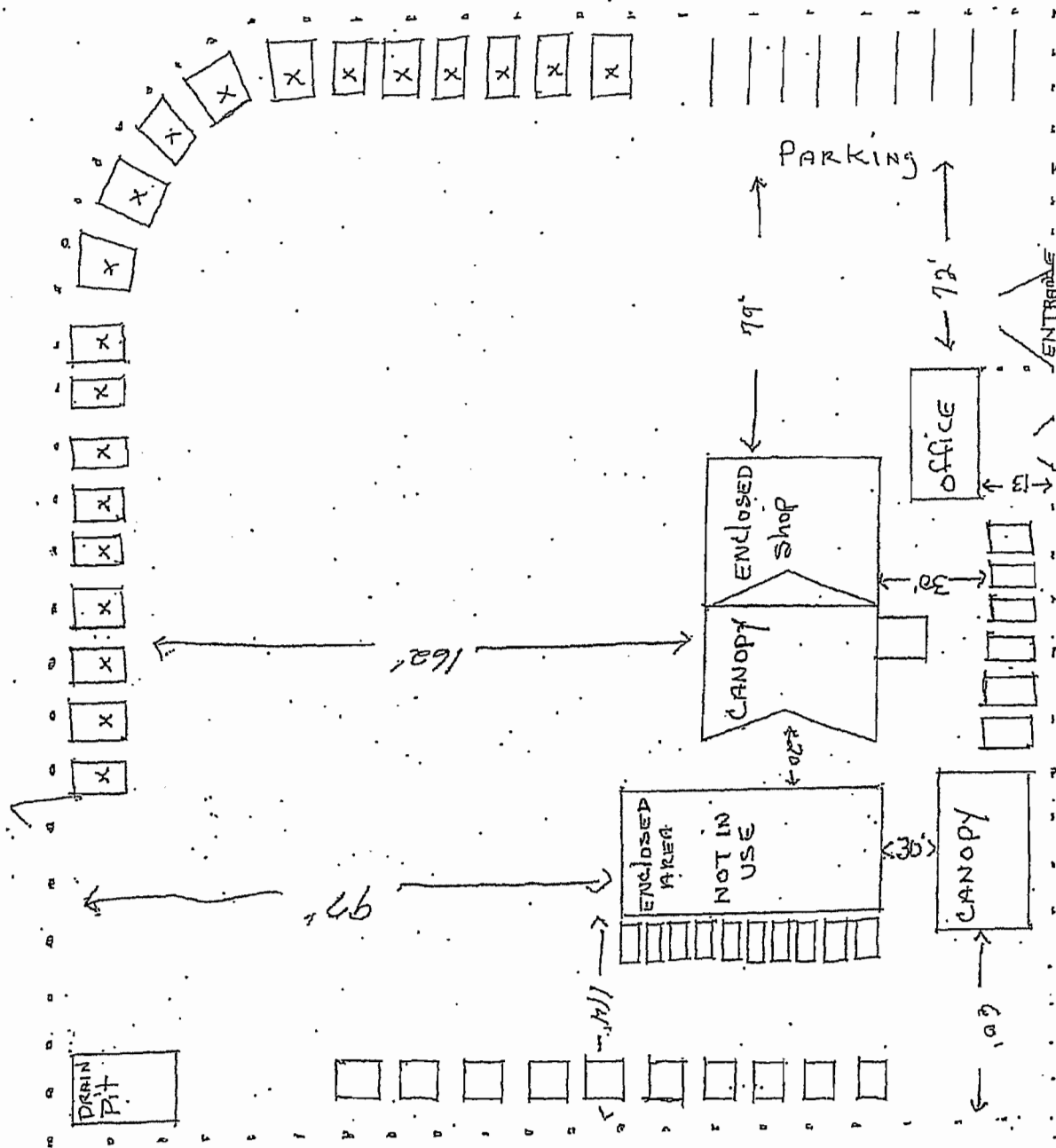
Storage

Dust Control

Area completely covered with decomposed granite. Any and all areas in use will be watered daily as needed. Hours of operation: Monday through Friday 8:00 am to 4:00 pm, Saturday 8:00 am to noon.



HWY 65



North Grand



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Amendments to the Municipal Code Pertaining to Animal Keeping

SOURCE: Community Development

COMMENT: At the meeting of May 5, 2015, the City Council was advised of the status of the Animal Control Ordinance, and directed staff to schedule a public hearing to consider adoption of the ordinance. One notable change was made by the Council at that time - the removal of cats from the definition of licensable animals, which in turn affects the application of other provisions of the code as to cats. Currently, animal control is regulated in various chapters of the City's municipal code. Chapter 5 of the Municipal Code addresses Animal Control in general, and Chapter 21, Section 301.03 addresses animal keeping as an accessory to a primary residential use. The proposed amendments combine these two related ordinances into a single chapter of the Municipal Code, with the intention of making City regulations related to animal keeping clearer for the general public to find and research. Proposed changes also focus on more elaborate parameters regarding ethical animal treatment, mandatory spay and neuter requirements, and accommodations for urban/backyard farming. Major substantive changes in the proposed ordinance compared to the current regulations are summarized in the table below.

Topic	Proposed Ordinance	Current Ordinance
Spay/neuter of dogs	Mandates spay/neuter except in special circumstances, such as health of animal, competition animal, service animal, or association with licensed kennel.	Not mandatory, but offers a lesser license fee.
License terms	Dogs must be licensed. Accommodates longer license terms to match the term of the rabies vaccination.	Specified one year time frames from July 1 to June 30, ignoring the term of the rabies vaccination.
Leash requirements	Requires owner/handlers walking a dog in a public place to use a leash. Number of dogs walked must be controllable by the handler, and	Not addressed

	cannot exceed three.	
Animal Keeping	<p>Largest new section of Ordinance.</p> <ul style="list-style-type: none"> - Incorporates Animal Keeping from Ch 21, Section 301.03. Further, accommodates keeping of chickens on a property with a single family use; note this is distinct from specifying the zone district. Also, allows keeping of ag animals on lots two acres or larger developed as a single-family residential use, with ZA approval, and subject to specific criteria. -Adds Animal Care, Control, & Subsistence, which defines minimum care requirements for animal keeping. -Establishes an annexation compliance/transition period of one year. -Prohibits animals in city buildings and vehicles (would not apply to service dogs, including police dogs) -Defines as unlawful the keeping of an animal within the City if it is known they have a disease transmittable to humans or detrimental to other animals and authorizes the police dept to seize any such animal. -Prohibits cruelty to and abandonment of animals. -Prohibits killing/butchering/processing of animals within the public view. -Nuisance and Hearing provisions relocated to this subsection. 	<p>Keeping of Animals currently addressed in Ch 21, Section 301.03. Chickens not allowed in residential zones, and ag animals allowed only in AG & RR zones. Nuisance subsections (3.9 through 3.13) are currently in another section. Other subsections are not addressed in current ordinance.</p>

RECOMMENDATION: That the City Council approve the proposed amendments to the Municipal Code pertaining to animal keeping; give first reading to the draft ordinance; waive further reading; and order the ordinance to print.

ATTACHMENTS: 1. Draft Animal Control Ordinance
2. Redline version representing proposed changes

Appropriated/Funded: N/A

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE AMENDING THE MUNICIPAL CODE AS IT
PERTAINS TO ANIMAL CONTROL AND KEEPING

WHEREAS, the City desires to adopt comprehensive modifications to the regulations pertaining to animal control and keeping within the city; and

WHEREAS, it is also the intent of the City Council to accommodate the rural nature of our community by allowing agricultural animals on large parcels developed as a single residential unit; and

WHEREAS, many of the proposed changes present more elaborate parameters regarding ethical animal treatment, mandatory spay and neuter requirements for dogs, and accommodations for urban/backyard chicken keeping; and

WHEREAS, in adopting this ordinance the City Council desires to clarify the requirements, violations, and remedies regarding the control of animals within the city limits.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES ORDAIN, AS FOLLOWS:

Porterville Municipal Code Chapter 5 and Chapter 21, Section 301.03

Chapter 5, and Chapter 21, Section 301.03 of the Porterville Municipal Code are repealed in their entirety and replaced with the following:

Chapter 5

ANIMAL CONTROL

Article I

GENERAL PROVISIONS

Sections:

- 5-1.0 Definitions
- 5-1.1 Animal Control Unit
- 5-1.2 Records
- 5-1.3 Animal Shelter
- 5-1.4 Dog Parks
- 5-1.5 Impounding/Collection of Animals
- 5-1.6 Right to Enter Premises
- 5-1.7 Interference with Duties

5-1.0 DEFINITIONS:

- (a) The term "owner," or "handler," as used in this Chapter, means any person, firm or corporation owning, harboring, having an interest in, or having control, custody or possession of an animal. In the case of an animal which is owned by a minor, the parent or guardian of the minor shall constitute the "owner" of such animal for the purposes of this Chapter.
- (b) The term "at large," as used in this Chapter, means any animal that is off the premises of its owner and not under restraint by leash or chain, or which is wandering or running freely on public property or property belonging to a person not the owner or person in control of the animal and without supervision, accompaniment, and adequate restraint.
- (c) The term "dangerous animal," as used in this Chapter, means a dog or other animal which has attacked, bitten or injured any human being or other animal without reasonable provocation, or which has been so declared pursuant to this Chapter, or under the facts and circumstances has acted in a threatening manner towards any human being or other animal or has displayed characteristics of being trained for fighting, or there is other evidence to show such training or fighting.
- (d) The term "attack," as used in this Chapter, means any unprovoked aggressive behavior toward a person or animal. Aggressive behavior in defense of property or territory of the owner shall constitute an attack unless the dog or other animal is securely contained within an enclosure sufficient to prevent physical contact with a person or animal outside such enclosure.
- (e) The term "field officer," as used in this Chapter, shall mean any officer of the Police Department or other employee of the City designated to enforce this ordinance.
- (f) The term "competition dog," as used in this Chapter, shall mean any animal which is used to show, to compete, or to breed which is of a breed recognized by the American Kennel Club, United Kennel Club, or American Dog Breeders Association and meets the following requirements:
 - (1) The dog has competed in at least one (1) dog show or sporting competition sanctioned by the national registry or approved by the department within the last 365 days.
 - (2) Maintains a certified pedigree registry.
 - (3) The dog has earned a confirmation, obedience, agility, carting, herding, protection, rally, sporting, working, or other title from a purebred dog registry or dog sport association.
 - (4) The owner or custodian of the dog is a member of a purebred dog breed club, approved by the department, which maintains and enforces a code of ethics for dog breeding that includes restrictions from breeding dogs with genetic defects and life threatening health problems that commonly threaten the breed.

- (g) The term “competition cat,” as used in this Chapter, shall mean any show cat (also known as a purebred cat or pedigreed cat) that is recognized by the Cat Fanciers’ Association and/or The International Cat Association and meets the following requirements:
 - (1) The owner or custodian of the cat is a member of a purebred cat breed club, approved by the department, that encourages its members to be owners and breeders of cats who work together to promote the preservation of pedigreed cats and the health and welfare of domestic cats.
 - (2) Maintains a certified pedigree registry.
 - (3) Has participated in a cat show in the last 365 days which promotes pedigreed cats.
 - (4) The owner or custodian of the cat is a member of a purebred cat breed club, approved by the department, which maintains and enforces a code of ethics for cat breeding that includes restrictions from breeding cats with genetic defects and life threatening health problems that commonly threaten the breed.
- (h) The term “service animal,” as used in this Chapter, means any animal which shall include, but not be limited to, assistance dogs, guide dogs, signal dogs, police dogs, search and rescue animals, or other service animals as defined by applicable state or federal law, or is being trained for such use.
- (i) The term "altered animal," as used in this Chapter, means any animal that has been surgically altered (spayed/neutered) or by means of written proof from a licensed veterinarian stating that the animal does not possess the capability of reproduction.
- (j) The term “unaltered animal,” as used in this Chapter, means any animal capable of reproduction.
- (k) The term “licensable animal,” as used in this Chapter, means a domestic dog. Other domestic pets, such as cats, birds or aquarium fish, are not required to obtain a license.

5-1.1 ANIMAL CONTROL UNIT: Supervision of the Animal Control Unit shall be delegated to any supervisor of the Police Department at the direction of the Chief of Police and/or his/her designee. The Police Department shall carry out the duties of Animal Control.

- (a) Any City employee acting in the capacity of animal control duties shall have the following powers:
 - (1) To enforce the provisions of this Chapter and state laws relating to the care, treatment, impounding and destruction of animals. These provisions will also encompass the adoption of animals and/or safe return of animals to their rightful owner.
 - (2) The Chief of Police may formulate rules and regulations in conformity with, and for the purposes of carrying out, this Chapter.

- (b) The Chief of Police or his designee shall have authority to determine whether any animal has engaged in the behaviors, or exhibits any of the characteristics, of a dangerous animal.

5-1.2 RECORDS: The Police Department shall keep a record of every animal impounded pursuant to this Chapter which shall include a description of the animal, the date of receipt, the date and manner of disposal, the name of the person redeeming or purchasing, and the fees, charges and proceeds of sales received on account of said animal, and any additional records as may be required.

5-1.3 ANIMAL SHELTER: There shall be provided by the Police Department a suitable building, enclosure, or other support facility to keep and safely hold all animals impounded pursuant to the provisions of this Chapter, and said building or enclosure shall be known and designated as the "Shelter."

5-1.4 DOG PARKS: There may be provided by the City certain defined open spaces for the purposes of allowing dogs to run freely in a specified enclosed area, and said enclosed open space areas shall be known and designated as "Dog Parks." Dog parks shall be regulated by rules to be adopted by the City Manager and/or his/her designee.

5-1.5 IMPOUNDING/COLLECTION OF ANIMALS: The Police Department may pick up, impound and safely keep any animal that is found running at large contrary to the provisions of this Chapter within the incorporated territory of the city.

5-1.6 RIGHT TO ENTER PREMISES: Any Police Department employees performing animal control duties shall be authorized to enter upon any premises for the purpose of enforcing the provisions of this Chapter.

5-1.7 INTERFERENCE WITH DUTIES: It shall be unlawful for any person to interfere with Police Department employees engaged in the performance of animal control duties.

Article II

LICENSABLE ANIMALS

Sections:

- 5-2.1 License Required
- 5-2.2 Mandatory Spay/Neuter Requirement
- 5-2.3 Issuance of License and Tag
- 5-2.4 Time Limits
- 5-2.5 Vaccination Certificate Required
- 5-2.6 Term of License
- 5-2.7 License Fees
- 5-2.8 Exemption: Service or Assistance Animals
- 5-2.9 Extension of Time: Animals Too Ill to Be Vaccinated
- 5-2.10 Replacing Lost or Stolen Tags
- 5-2.11 License Transferable

- 5-2.12 Affixing License Tag
- 5-2.13 Impounding Biting or Attacking Animals
- 5-2.14 Notice to Owner of Licensed Animal
- 5-2.15 Redemption of Impounded Animals
- 5-2.16 Fees for Impounding and Keeping Licensable Animals
- 5-2.17 Adoption, Rescue, and/or Destruction of Impounded Animals
- 5-2.18 Licensing Impounded Dogs
- 5-2.19 Removal of Tag
- 5-2.20 Display of Tag
- 5-2.21 Keeping Dangerous Animals
- 5-2.22 Interference with Highways
- 5-2.23 Permitting Animals to Run At Large
- 5-2.24 Leash Requirements
- 5-2.25 Barking Dogs

5-2.1 LICENSE REQUIRED: Every owner of a licensable animal within the city, shall secure a license from a Police Department facility for each licensable animal within the time limits set forth in this Chapter. It shall be unlawful for any owner to fail to secure said license in accordance with the provisions of this Chapter. A license need not be secured for a licensable animal which is brought into the city by its visiting owner or for the purpose of being entered in a show or exhibition, provided that the owner of such animal provides proof of current license and/or current rabies vaccination from the jurisdiction of origin, and the animal is removed from the city limits no more than thirty (30) days after entry.

5-2.2 MANDATORY SPAY/NEUTER REQUIREMENT: It has been shown that mandatory spaying/neutering proves to be effective in reducing the population of animals in cities. By requiring mandatory spaying/neutering, the Police Department is working to reduce the number of euthanizations conducted in the city of Porterville each year. Spaying/neutering has been shown to be effective in reducing animals running at large and also reduces aggressive behavior in animals. As an additional benefit, this requirement will cut costs to the community in managing the pet population.

- (a) Requirement for Altered Animals: No person may keep, own or harbor an unaltered dog over four (4) months of age within the city limits, unless an unaltered license has been properly obtained. An owner or custodian of an unaltered dog must have the animal spayed or neutered or obtain an unaltered license in accordance with the exceptions to the spay/neuter requirements as described in section (b) “Unaltered Animals.”
- (b) Unaltered Animal License: An owner or custodian of an unaltered dog over the age of four (4) months must obtain an annual unaltered animal license. The license shall be issued only if the department has determined that all of the following conditions have been met:
 - (1) The owner or custodian has submitted the required application for the license and the applicable fees for the license have been paid in accordance with the fee schedule as set by Resolution of the City Council.

(2) The animal meets one or more of the following exemptions:

- (i) An animal unable to be spayed/neutered without a high likelihood of suffering serious bodily harm or death due to age or infirmity, which is confirmed in writing from a licensed veterinarian.
- (ii) A competition animal as defined in this Chapter.
- (iii) A service animal which shall include, but not be limited to, assistance dogs, guide dogs, signal dogs, police dogs, search and rescue animals, or other service animals as defined by applicable state or federal law, or is being trained for such use.
- (iv) An animal associated with a licensed kennel within the city for breeding purposes.

5-2.3 ISSUANCE OF LICENSE AND TAG: An application for a license required by this Chapter shall be filed with the Police Department. Upon payment of the required fee and upon compliance with the other requirements of this Chapter, a license shall be issued. The application shall contain a description of the animal including age, sex, color, and breed of the animal, and the name and address of the owner. The license shall contain a serial number and such other information as the Police Department may determine. The Police Department shall keep a copy of the application on file. With each license issued, the Police Department shall also issue a tag that shall bear the words "City of Porterville" and the serial number on the animal license. The tag shall be securely worn by the animal for which the license was issued.

5-2.4 TIME LIMITS:

- (a) An owner of a licensable animal shall secure a license for the animal within thirty (30) days after he/she acquires ownership of the animal. However, if a licensable animal is less than four (4) months of age when the owner acquires it, the owner shall secure a license for the animal within ten (10) days after the animal becomes four (4) months of age.
- (b) Any person who enters the city and resides in the city for a period of thirty (30) days or more, and who has brought a licensable animal with him/her from outside the city, shall secure a license for the animal within thirty (30) days after the person first enters the city.

5-2.5 VACCINATION CERTIFICATE REQUIRED:

- (a) A license for an animal shall not be issued unless the owner of the animal presents a certificate signed by a veterinarian or other professional as authorized pursuant to applicable state law showing that said animal has been vaccinated against rabies. The certificate shall indicate that the period of time elapsing from the date of the vaccination to the date of expiration of the license does not exceed thirty six (36) months in the case of vaccination with live virus rabies vaccine or eighteen (18) months in the case of vaccination with killed virus rabies vaccine, as those types of vaccines are defined in Section 2606 et seq. of Chapter 17 of the California Code of Regulations. During any period when the city is designated as a rabies area pursuant to Sections 121575-121710 of the Health and Safety Code of the State of California, no killed virus vaccine shall be used other than a vaccine of bovine nerve tissue origin.

(b) Every duly licensed veterinarian or other authorized professional, after vaccinating any animal owned by a resident of the city of Porterville, shall sign a certificate containing the following information pursuant to Sections 121575-122374 of the Health and Safety Code:

- (1) The type of vaccination used.
- (2) The date of the vaccination.
- (3) The breed, age, color, and sex of the vaccinated animal.
- (4) The serial number of the vaccination tag issued.
- (5) The name and address of the owner of the animal.

(c) The veterinarian or other authorized professional shall immediately present the original vaccination certificate to the owner of the animal, and shall deliver the duplicate copy to the Police Department. The veterinarian or other authorized professional shall keep a copy.

5-2.6 TERM OF LICENSE: Animal licenses shall be issued for all licensable animals older than four months of age at intervals not less than one year and not more than three years. Commencing on the first day of the month after a license period lapses, the Police Department shall collect a delinquent penalty, in addition to the regular license fee, before issuing any license. The delinquent penalty shall be in an amount equal to the regular license fee as set forth in the fee schedule.

5-2.7 LICENSE FEES: The license fee for each licensable animal shall be established by a Resolution of the City Council as adopted in a fee schedule.

5-2.8 EXEMPTION: SERVICE OR ASSISTANCE ANIMALS: Any other provision of this Chapter notwithstanding, it shall be at the discretion of the Police Department regarding whether or not there will be a charge for the annual licensing of a service animal as described by this Chapter. Proof of such use or training shall be provided by the applicant at the time of license application in a form satisfactory to the Police Department, pursuant to Sections 365.5 and 365.7 of the Penal Code.

5-2.9 EXTENSION OF TIME: ANIMALS TOO ILL TO BE VACCINATED: If a licensable animal is too ill to be vaccinated against rabies at the time that the time limits set forth in this Chapter expire, then the date for securing the license is extended until thirty (30) days after the date on which the animal is well enough to be vaccinated, and no delinquent penalties shall be charged for issuance of the license during said thirty (30) day period. However, an extension of time shall not be granted pursuant to this section unless the application for the license is accompanied by a certificate signed by a veterinarian setting forth facts which show that the licensable animal comes within the provisions of this Chapter.

5-2.10 REPLACING LOST OR STOLEN TAGS: Whenever a tag issued for the current period has been stolen or lost, the owner of the animal for which the tag was issued may, upon the payment

of a fee to the Police Department, receive a duplicate tag. The fee for a duplicate tag shall be set by Resolution of the City Council as adopted in a fee schedule.

5-2.11 LICENSE TRANSFERABLE: The license and tag issued pursuant to this Chapter may be transferred when the ownership of the animal is transferred. The new owner or the previous owner of the animal shall notify the Police Department in writing of the change in ownership of the animal and the name and address of the new owner. If such written notice is not given, the Police Department shall send all required notices concerning said animal to the person whose name and address are on file with the Police Department.

5-2.12 AFFIXING LICENSE TAG: It shall be unlawful to possess a licensable animal in the city limits without the tag issued pursuant to this Chapter being securely affixed to the animal by means of a collar, harness, or other suitable device. It shall be unlawful for any person to affix the tag required by this Chapter to any animal except the animal for which it was issued and it shall be unlawful for the owner of an animal to allow the animal to wear a tag other than the tag issued for the current period.

5-2.13 IMPOUNDING BITING OR ATTACKING ANIMALS:

- (a) The Police Department shall have the power to summarily and immediately impound any animal where there is evidence it has attacked, bitten, or injured any human being or other animal, or where there is evidence that an animal has acted in a threatening manner towards any human being, has exhibited characteristics of being trained for fighting or attacking, or there is other evidence to show such training or fighting, pending any court proceeding or animal license or animal permit revocation proceeding arising from the attack, bite, or injury, or pending a hearing pursuant to Section 5-2.29 and 5-2.30 of this Chapter. The Police Department may enter and inspect private property to enforce the provisions of this section. Failure to surrender to the Police Department upon demand an animal which is being impounded pursuant to this section is a misdemeanor. The Police Department shall also, as soon as reasonably possible, notify the bite victim of the rabies vaccination status of the biting animal.

An animal wearing a current license tag, impounded pursuant to the authority of this Chapter, shall be returned to the owner or custodian as provided by this Chapter when it is no longer required as evidence or considered to be vicious by the Police Department. Once the owner is notified the animal is to be returned, he/she has six working days, not including the date of notification, to retrieve the animal.

An animal not wearing a license tag, impounded pursuant to the authority of this Chapter may be destroyed in accordance with applicable state and federal laws, if within six business days after being impounded, not including the date of impoundment, the owner has failed to make application to redeem the animal. If, within six business days after being impounded, not including the date of impoundment, the owner has applied to redeem the animal, then the animal shall be returned to the owner as provided by this Chapter, or when it is no longer required as evidence or considered to be vicious by the Police Department, and the owner has also satisfied all licensing requirements.

- (b) In lieu of impound, the Police Department may permit the animal to be confined at the owner's or custodian's expense in a licensed kennel or veterinary facility approved by the Police Department, or at the owner's or custodian's residence, provided that the owner or custodian:
 - (1) Shall not remove the animal from the kennel or veterinary facility without the prior written approval of the Police Department.
 - (2) Shall make the animal available for observation and inspection by the Police Department.
- (c) The Police Department may have an animal impounded or confined as provided in (a) or (b) above, permanently identified by means of photo identification prior to release from impound or confinement.

5-2.14 NOTICE TO OWNER OF LICENSED ANIMAL: Within two (2) days after an animal which is wearing a license tag is impounded, the Police Department shall contact the owner by phone or in person at the address shown on the application for the license on file, and advise the owner of the procedure whereby he/she may apply to regain custody of the animal. If the owner cannot be contacted with the first two (2) days of impoundment, the Police Department shall mail a written notice of the impoundment to the mailing address on file for the owner.

5-2.15 REDEMPTION OF IMPOUNDED ANIMALS:

- (a) The owner of any animal impounded, other than pursuant to this Chapter, may redeem the animal at any time prior to its adoption, transfer to an animal rescue, or destruction. The owner desiring to redeem an animal shall deliver to the Police Department an application for redemption and a statement in a form prescribed by the Police Department which shall contain a description of the animal to be redeemed, the name and address of the owner, and the statement that he or she is the owner of the animal. The Police Department shall issue to the owner a written statement containing the name and address of the owner, a description of the animal redeemed, the date on which the animal was impounded, and the accrued fees to be paid by owner, and said statement shall serve as a certificate of redemption and receipt for the fees paid.
- (b) The owner of any animal impounded pursuant to this Chapter may redeem the animal pursuant to (a) above only after six days from impoundment if he or she has not received notice that the animal has been declared a dangerous animal and of the right to a hearing pursuant to this Chapter or if, after a hearing, an order is made to return the animal to the owner.

5-2.16 FEES FOR IMPOUNDING AND KEEPING LICENSABLE ANIMALS: The owner of an animal which has been impounded shall pay to the Police Department an impounding fee and shall also pay a fee for keeping said animal for each day, or portion thereof, which said animal has been impounded. The owner of an animal other than a dog which has been impounded shall also pay an impoundment fee and a fee per day for keeping said animal unless the amount required to keep the animal is higher in which case the owner shall pay the actual cost of keeping the animal.

The owner may also be charged for actual costs of veterinarian fees, medications and vaccinations associated with the care of their animal while said animal is under the care and custody of the Police Department. Impoundment and associated fees will be set by Resolution of the City Council as adopted in a fee schedule.

5-2.17 ADOPTION, RESCUE, AND/OR DESTRUCTION OF IMPOUNDED ANIMALS:

- (a) Unless an animal has been claimed within six (6) days after being impounded, not including the date of impoundment, or unless it is being held for evidence in a hearing pursuant to Sections 5-2.29 through 5-2.33 of this Article, it may be made available for adoption or rescue by the Police Department to a person other than the owner. No animal which has been declared a dangerous animal pursuant to Sections 5-2.29 through 5-2.33 of this Article shall be made available for adoption or rescue pursuant to this section nor shall any animal which has been impounded pursuant to Section 5-2.15 and subsequently found not dangerous but improperly trained, handled, or maintained be made available for adoption or rescue.
- (b) An animal may be humanely destroyed in accordance with state laws by the Police Department if within six (6) days of impoundment, not including the date of impoundment, the owner has failed to make an application to claim the animal.
- (c) All animals coming into the jurisdiction of the Police Department animal control unit shall be screened for a license tag, microchip, or any other means of locating the owner. After all efforts have been made to locate the owner, the animal will be handled pursuant to (a) and (b) above.
- (d) All animals voluntarily surrendered by their owner will be handled in accordance with (a) and (b) above.
- (e) When an animal is adopted pursuant to the provisions of this Chapter, the Police Department shall deliver to the person adopting said animal a contract containing a description of the animal, the date of transfer, and the terms of the adoption and the amount of fees paid. Upon the proper adoption of an animal, the previous owner of the animal shall thereafter be barred from all rights to recover the animal.

5-2.18 LICENSING IMPOUNDED ANIMALS: The Police Department shall not release any licensable animal to its owner until such time the owner provides proof of application for license in the jurisdiction of their residence.

5-2.19 REMOVAL OF TAG: It shall be unlawful for any person to remove from a licensable animal the attached license tag for the current period.

5-2.20 DISPLAY OF TAG: It shall be unlawful for any person to refuse to show Police Department employees, on request, the license certificate and/or the tag for any licensable animal kept on the premises under their control.

5-2.21 KEEPING DANGEROUS ANIMALS: It shall be unlawful for a person to keep an animal which has been found to be a dangerous or vicious animal pursuant to this Chapter, or any other jurisdiction.

5-2.22 INTERFERENCE WITH HIGHWAYS:

It shall be unlawful for the owner to allow or permit any animal to habitually or repeatedly attack, chase, molest or frighten pedestrians, cyclists, vehicles or other users of the public right of ways or roadways.

5-2.23 PERMITTING ANIMALS TO RUN AT LARGE: It shall be unlawful for the owner or other person in lawful possession or control of an animal to allow or permit the animal to run at large upon any property, public or private, except with the consent of the property owner, or in a park or other area designated specifically for such activity. Every animal found running at large in violation of the provisions of this section may be seized and impounded and/or the responsible person may be issued a citation for said violation.

5-2.24 LEASH REQUIREMENTS: It shall be unlawful for the owner or handler in lawful possession or control of a dog to walk the dog on any public place or right-of-way without the dog being secured or tethered by a fixed length leash not to exceed six (6) feet, and the number of dogs shall not exceed the number of dogs the owner or handler can reasonably and safely control and in no circumstance shall the number of dogs exceed three (3).

5-2.25 BARKING DOGS: It shall be unlawful for any owner or caretaker of a dog to keep said dog in the city limits which by loud or excessive barking, howling, whining, crying, yelping, or making any other noise disturbs the comfort, quiet, or peace of any neighborhood or any person at any time, provided the owner has been made aware of the disturbance by the Police Department.

Article III

ANIMAL KEEPING

Sections:

- 5-3.1 Keeping of Animals
- 5-3.2 Animal Care, Control, and Subsistence
- 5-3.3 Annexations - Compliance/Transition Period
- 5-3.4 Animals in City Buildings and Vehicles
- 5-3.5 Control and Seizure of Diseased Animals
- 5-3.6 Cruelty to Animals Prohibited
- 5-3.7 Abandonment of Animals Prohibited
- 5-3.8 Killing/Butchering/Processing of Animals or Fowl
- 5-3.9 Public Nuisance
- 5-3.10 Nuisance - Inspection for Same
- 5-3.11 Hearing to Determine if Animal Is Dangerous
- 5-3.12 Hearing - Conduct
- 5-3.13 Hearing - Decision and Disposition of Animal

5-3.1 KEEPING OF ANIMALS:

Animal keeping is allowed as an accessory use to a primary residential use. Animals may be kept in compliance with the following standards:

- (a) Residential Household Pets. Household pets such as domestic dogs, cats, birds, or other small animals ordinarily permitted inside of a dwelling and kept only for the company and pleasure provided to the occupants shall be permitted. Chickens may be allowed within certain residential zones subject to the conditions specified herein. Household pets shall not include horses, cows, goats, sheep or other equine, bovine, ovine or ruminant animals, pigs, chickens, ducks, geese, turkeys, game birds or fowl which normally constitute an agricultural use. At no time shall the combined number of animals kept exceed seven (7) animals. At no time shall the number of cats, dogs, or chickens exceed three (3) animals. It shall be unlawful to possess a combination of animals kept to exceed seven (7) residential household pets.
- (b) Keeping of Chickens in Residential Areas: It is unlawful for any person to keep or maintain within single-family residential uses any chickens, except as follows:
 - (1) A total of not more than three chicken hens may be kept and maintained in a clean and sanitary environment.
 - (2) No part of any structure (i.e. coop) shall be located less than thirty feet from any residence, other than a residence owned and occupied by the person owning or in possession of such chickens. Further, the keeping of chickens shall not create a health or nuisance problem.
 - (3) The permissive keeping of chickens shall be subject to the following minimum standards:
 - (i) All chickens shall be kept in an area which is fenced so as to prevent the chickens from roaming, and such fenced area shall be wholly located within the rear yard of the site where the chickens are kept.
 - (ii) Within the fenced area, a shelter shall be provided of sufficient size to provide cover for the chickens kept on the parcel.
 - (iii) Enclosure areas shall be of sufficient size to provide adequate and proper housing so as to prevent overcrowding.
 - (iv) Roosters are expressly prohibited.
- (c) Agricultural Animals. The keeping of horses, cows, goats, sheep or other equine, bovine, ovine or ruminant animals is permitted in the AC and RR zone districts on lots one-half (0.5) acre or greater and on lots two (2) acres or larger developed as a single family residential use, subject to Zoning Administrator approval, as long as the number of animals does not exceed one (1) per fifteen thousand (15,000) square feet of lot area. The keeping of chickens, ducks, geese, turkeys, game birds or fowl is permitted with the total number not to exceed twelve (12) birds per gross acre. The raising of pigs is permitted in conjunction with an FFA or 4-H project for any recognized Fair, the limit being one (1) animal per student residing on the property. All animals other than household pets shall be

housed or penned at a minimum distance of thirty-five (35) feet from property lines and fifty (50) feet from any residence. All areas and structures used in conjunction with the keeping of animals other than household pets shall be maintained and cleaned so as not to present a public hazard or nuisance.

- (d) Except as permitted in sections (b) and (c) above, it is unlawful for any person to keep, maintain or permit to be maintained bees, swine, llamas, roosters, chickens, pigeons, turkeys, pea fowl, water fowl, ostriches and other "Ratitae," or livestock on any premises within the city. In addition, predatory, wild, or endangered animals are not allowed within the city.
- (e) The offspring of any permitted animal may be kept until weaned, as long as they do not exceed the total number of animals allowed herein.
- (f) The keeping of animals for commercial purposes shall not violate the provisions of Chapter 21 of the City of Porterville Municipal Code, which regulates kennels, pet stores, veterinary services, and animal raising.

5-3.2 ANIMAL CARE, CONTROL, AND SUBSISTENCE:

The following section provides the minimal requirements for the care and harboring of animals within the city limits. Nothing in this section is intended to conflict with any provision of Chapter 21 of the Porterville Municipal Code.

(a) Sanitary Enclosure Requirements:

- (1) All premises, enclosures, or structures used, or intended to be used, for the harboring of animals must be cleaned and kept reasonably free of debris, refuse, manure, excreta, or like material as often as may be necessary to comply with the provisions of this section.
- (2) The floor of any premises, enclosure, or structure used for the keeping of animals must be smooth and tight to prevent the accumulation of water, debris, refuse, manure, excreta, or like material. A wire floor may be used if appropriate for the type of animal being harbored and if maintained to prevent injury to the animal.
- (3) Evidence of unsanitary or substandard maintenance of the premises, enclosure, or structure may include, but not be limited to, the following:
 - (i) the accumulation of debris, refuse, manure, excreta, or other like material upon any surface within any such premises, enclosure, or structure used, or intended to be used, for the housing of such animals;
 - (ii) any reasonably obnoxious odor or allergen arising from any condition existing within the premises, enclosure, or structure used or intended to be used for the housing of such animals, and
 - (iii) the presence of numerous flies or fly larvae in the vicinity.

(b) Enclosure, Structure, Shading Requirements:

- (1) All animals must have adequate enclosures, structures, or alternate forms of shading to allow an animal maintained outdoors to:
 - (i) protect itself from the direct rays of the sun when the sunlight is likely to cause overheating or discomfort; and
 - (ii) remain dry during the rain or other wet conditions.
- (2) The enclosure, structure, or shading must be accessible to the animal at all times.
- (3) The enclosure or structure must be situated to prevent exposing the animal to:
 - (i) unreasonably loud noise; and/or
 - (ii) teasing, harassment, abuse, or injury by another animal or person.
- (4) If the animal is confined in an enclosure or structure, the enclosure or structure must be:
 - (i) of adequate size inside and outside the enclosure or structure to allow the animal to stand, sit, turn around freely, or lie down in a normal position, relieve itself away from its confinement, and safely interact with any other animal;
 - (ii) adequately lighted to provide regular lighting cycles of natural or artificial light uniformly diffused throughout the shelter, and sufficient illumination for routine inspections and maintenance of the animal; and
 - (iii) supplied with clean and dry bedding material or other means of protection from the weather elements to maintain the shelter at a temperature that is not harmful to the health of the animal.

(c) Water Requirements:

- (1) All animals must have access to clean potable water at all times unless restricted for veterinary care. If the water is kept in a container, the container must be designed to prevent tipping and spilling of the water or be secured to a solid structure, object or the ground.
- (2) Water containers must be clean and must be emptied and refilled with fresh water as necessary to maintain cleanliness or, alternatively, if the water is provided by an automatic or demand device, the water supply connected to the device must be functional at all times.

(d) Food and Feeding Requirements:

- (1) All animals must be provided food that is wholesome and be of sufficient quantity and nutritive value to maintain a healthy body weight and meet the normal daily requirements for the condition and size of the animal.

(2) The food receptacles must be accessible to the animal and be placed in a location to minimize contamination from excreta and insects. Feeding pans must be durable and kept clean. Disposable food receptacles may be used and must be discarded after each feeding. Self-feeders may be used for dry food and must be sanitized regularly to prevent molding, deterioration, or the dense compaction of food.

(3) Spoiled or contaminated animal food must be disposed of in a sanitary manner.

(e) Veterinary Treatment Requirement: All animals must receive veterinary treatment from a veterinarian licensed by the State of California when such treatment is necessary to alleviate the animal's apparent suffering or prevent the transmission of disease.

(f) Exercise Requirements: All animals must be provided the opportunity to exercise in order to maintain normal muscle tone and mass for the age, size, and condition of the animal.

(g) Transportation Requirements: All animals must be handled, moved, or shipped in a manner to ensure the health and safety and overall comfort of the animal.

(h) Refuse Container Requirements: Any debris, refuse, manure, excreta, or other like material conducive to the breeding of flies or that creates a reasonably obnoxious odor must be placed in a fly-proofed container until the material is removed from the premises or buried under the soil surface as fertilizer.

(i) Food Storage Containers: All grain or cereal intended for use as food for animals must be kept in containers with tightly fitted covers or other containers constructed to keep out vermin and wild animals.

(j) Disposal of Deceased Animals:

(1) Upon the death of any animal, the owner or person in charge thereof shall provide for the burial, incineration or other disposition of the body of such animal in a manner not likely to result in an unsanitary condition. It shall be unlawful to dispose of any dead animal in any trash or garbage receptacle, whether public or private, to be hauled and carried into the general municipal solid waste stream. If the owner or person in charge of any dead animal is unable to provide for burial or other disposition, he/she may request the Police Department to remove and dispose of the body of such animal for a fee as set forth by a Resolution of the City Council in a fee schedule.

(2) Upon learning that the body of a dead animal has not been disposed of in a safe and sanitary manner, the Police Department may remove and dispose of such body immediately. The owner or person who had legal custody of such animal at the time of removal shall, immediately upon City's demand for payment, pay the Police Department for costs incurred as established by a Resolution of the City Council in a fee schedule.

5-3.3 ANNEXATIONS - COMPLIANCE/TRANSITION PERIOD: Prohibited animals brought into the city limits as the result of a property annexation may be maintained on the annexed property for a maximum transitional period of 365 days from the date of annexation as long as the

animals in question can legally be owned or possessed by law, are not classified as or presumed to be dangerous, and are in compliance with the ordinances of the County of Tulare at the time of annexation. Subsequent to the transitional period, the animals/property must be brought into compliance with the ordinances of the City of Porterville.

5-3.4 ANIMALS IN CITY BUILDINGS AND VEHICLES:

- (a) It shall be unlawful for any person charged with the care of any animal or animals to cause or permit such animal to enter or remain in City-owned or City-managed buildings other than a building used for the purpose of care, detention, control, or treatment of animals, or a building used for training classes, shows, or exhibitions. This subsection shall not apply to persons using service animals.
- (b) It shall be unlawful for any person, other than an individual actually in the process of working a dog or other animal for ranching purposes, to transport or carry the animal in a motor vehicle on any public highway, public roadway, or lot open to the public unless the animal is safely enclosed within the vehicle or secured by means of a container, cage or other device which will prevent the animal from falling from, jumping from, or being thrown from the motor vehicle. Dogs riding in the open area of a truck must be either in a secured cage or cross-tied to the truck.
- (c) It shall be unlawful for any person to leave any dog or other animal in a vehicle or other enclosure without adequate ventilation or in such a manner as to subject the animal to extreme temperatures which may adversely affect the health or well-being of the animal.

5-3.5 CONTROL AND SEIZURE OF DISEASED ANIMALS:

- (a) It shall be unlawful for any person owning or having charge of any animal which that person knows to be infected with any disease transmittable to humans or detrimental to other animals to permit such animal to remain within the city limits other than at an approved veterinary hospital unless the Police Department or other appropriate authority approves an alternative means of confinement.
- (b) The Police Department is authorized to seize any animal reasonably believed to be infected with disease transmittable to humans or detrimental to other animals.

5-3.6 CRUELTY TO ANIMALS PROHIBITED: It shall be unlawful for any person to engage in any activity likely to cause harm or maliciously, willfully, or recklessly kill, maim, wound, mutilate, torment, torture or physically abuse any animal as defined in Section 597 of the California Penal Code.

5-3.7 ABANDONMENT OF ANIMALS PROHIBITED: It shall be unlawful to abandon any animal within the city limits. "Abandonment," as used herein, refers to acts clearly indicating intent on the part of an owner or person in control of an animal to permanently relinquish control over the animal.

5-3.8 KILLING/BUTCHERING/PROCESSING OF ANIMALS OR FOWL: It shall be unlawful to kill, slaughter, or sacrifice any game animal or fowl inside the city limits of Porterville

within the public view except on the premises or within the confines of establishments licensed for that purpose or within the confines of a recognized/licensed teaching institution as part of a curriculum. This section does not apply to Police Department employees acting in the capacity of animal control duties.

5-3.9 PUBLIC NUISANCE:

- (a) It is declared to be a nuisance, and it shall be unlawful, for any person owning or having control or custody of any animal to do any of the following:
 - (1) permit an animal to defecate or urinate on any privately owned or occupied property other than that of the owner or the person having control of the animal;
 - (2) permit an animal to defecate on public property without immediately cleaning or removing the excrement to a proper receptacle;
 - (3) permit unsanitary conditions to exist on any premises where an animal is kept which would cause foul or obnoxious odors, attract flies or vermin or otherwise threaten public health and safety; or
 - (4) cause or permit any animal to run or wander on any public property or privately owned or occupied property or premise without the consent of the owner or occupant of the property.
- (b) If an unaltered animal is determined to be a nuisance pursuant to this subsection, upon a second offense the owner may be required to have the animal altered.
- (c) The owner or person in control of an animal that has been determined to be a nuisance on a second or subsequent occasion maybe required to have a microchip inserted into the animal for identification purposes. In such instances, the microchip must be implanted by a licensed veterinarian within twenty (20) days of being classified as a nuisance for a second or subsequent offense and shall be at the expense of the owner or person in control of the animal. The owner or person in control of the animal shall provide the Police Department with a certificate of completion and provide the information listed on the microchip, which will be included in the licensing record for that animal.
- (d) Any Police Department employee acting in the capacity of animal control may seize and impound any animal causing a public nuisance.
- (e) Any private person may maintain an action under Civil Code Section 3493 for enforcement of this Chapter declaring certain acts a public nuisance, if such acts are especially injurious to such person.

5-3.10 NUISANCE – INSPECTION FOR SAME:

- (a) The Police Department may enter upon any yard, lot, or parcel of land for the purpose of investigating animal-related nuisances.

- (b) If the investigating officer has reason to believe a nuisance exists, he/she may serve written notice of correction to the person or persons owning or having control of, or acting as agent for, leasing or occupying such premises, to abate or remove such nuisance within forty-eight (48) hours or other reasonable time as stated in the notice. Such notice shall be served personally or, where the person responsible for such nuisance cannot be located, by posting the notice in a conspicuous place on the front door or entranceway.
- (c) It shall be unlawful for any person to knowingly, willfully, or negligently fail to abate the nuisance alleged in the notice or fail to contest the allegations in the notice within forty-eight (48) hours (or other time as specified in the notice) following receipt or knowledge of same.
- (d) Where the person upon whom the abatement notice is required to be served under subsection (b) has been properly served but does not abate the nuisance within the time specified in the notice, the Police Department shall have the authority to do the following:
 - (1) Where the nuisance is caused by an at-large animal, a wild or exotic animal or a dangerous animal, the Police Department may follow the procedures relating to seizure and impoundment.
 - (2) Where the nuisance is in the nature of noise or odors and is caused by an animal or animals by animal waste or other conditions on the premises that are the result of the keeping of the animals, the Police Department may abate the nuisance by substantially following the notice, hearing, and the abatement procedure. Cost recovery procedures will follow the same as set forth in the impoundment recovery procedures defined in this Chapter pursuant to a fee schedule adopted by Resolution of the City Council.

5-3.11 HEARING TO DETERMINE IF ANIMAL IS DANGEROUS:

- (a) The Police Department may declare any animal to be dangerous whenever it has attacked, bitten or caused injury to any human being or other animal, or where there is evidence that an animal has acted in a threatening manner towards any human being, or has exhibited characteristics of being trained for fighting or attacking. Within two (2) days after an animal, which is wearing a license tag or can otherwise be identified, is impounded pursuant to this section, the Police Department shall serve notice of the finding to the owner of record via registered mail or deliver the same in person, advising the owner that the animal is dangerous and of the owner's right to a hearing on the issue of whether or not the animal is dangerous.
- (b) The owner of an animal confined or impounded pursuant to this section may, within the six (6) day time period, not including the date of impound, provide application for redemption of the animal, requesting a hearing to determine whether or not the animal is dangerous.

- (c) When a hearing is requested pursuant to subsection (b) above, a date and time for such a hearing shall be set, and notice thereof shall be served to all involved parties including, but not limited to, the owner, witness(es), and victim(s) within five (5) business days.

5-3.12 HEARING - CONDUCT:

- (a) A hearing requested in accordance with this Chapter shall be conducted before a person appointed by the Chief of Police to serve as a hearing officer.
- (b) The hearing shall be open to the public. The animal owner may be represented by an attorney. The hearing officer shall hear all pertinent evidence offered by any interested persons. The technical rules of evidence shall not be applicable to the hearing, except that the hearing officer's decision may not be based solely on hearsay evidence. All persons giving evidence shall be sworn in before testifying. The hearing will be recorded electronically by an uninvolved member of the Police Department. Copies of the hearing recording will be provided to the involved parties upon request.
- (c) Any animal which has attacked, bitten, or caused injury to a human being or other animal is presumed to be dangerous and the burden is on the owner to present evidence that the animal is not dangerous.
- (d) In making a determination that an animal is or is not dangerous, evidence of the following shall be considered:
 - (1) any previous history of the animal attacking, biting, or causing injury to a human being or other animal;
 - (2) the nature and extent of injuries inflicted and the number of victims involved;
 - (3) the place where the bite, attack, or injury occurred;
 - (4) the presence or absence of any provocation for the bite, attack, or injury;
 - (5) the extent to which property has been damaged or destroyed;
 - (6) whether the animal exhibits any characteristics of being trained for fighting or attack or other evidence to show such training or fighting;
 - (7) whether the dog or other animal exhibits characteristics of aggressive or unpredictable temperament or behavior in the presence of human beings or animals;
 - (8) whether the animal can be effectively trained or re-trained to change its temperament or behavior;
 - (9) the manner in which the animal had been maintained by its owner or custodian;
 - (10) any other relevant evidence concerning the maintenance of the animal;
 - (11) any other relevant evidence regarding the ability of the owner or custodian to protect the public safety in the future if the animal is permitted to remain in the city; and

- (12) any other relevant evidence concerning the characteristics or behavior of the animal, or concerning the circumstances of the incident.

5-3.13 HEARING - DECISION AND DISPOSITION OF ANIMAL:

- (a) At the conclusion of the hearing, the hearing officer may determine:
- (1) that the animal is not dangerous and should be returned to its owner; or
 - (2) that the animal is not dangerous but that the attack, bite, or injury was the result of improper or negligent training, handling, or maintenance; or
 - (3) that the animal is dangerous and it should be humanely destroyed after all appeal processes have been exhausted following the receipt of the hearing officer's decision.
- (b) If it is determined that the animal is not dangerous, but that the bite, attack, or injury was the result of improper or negligent training, handling, or maintenance and the owner is unable or unwilling to properly train, handle, or maintain the animal and that a similar incident is likely to occur in the future without proper training, handling, or maintenance, the animal may be destroyed.
- (c) If it is determined that the animal is not dangerous, but that the bite, attack, or injury was the result of improper or negligent training, handling or maintenance, but also that the owner is able and willing to properly train, handle, or maintain the animal and that similar incident is not likely to occur in the future with proper training, handling and maintenance, the animal may be returned to the owner with documentation of how to prevent future incidents.
- (d) The decision of the hearing officer shall be in writing and shall be delivered personally to the owner or mailed to him/her by certified mail.
- (e) The owner may, within ten (10) days of receipt of the hearing officer's written decision, appeal the hearing officer's decision to the Tulare County Superior Court pursuant to California Code of Civil Procedure Section 1094.6. The Police Department will be notified by the owner of the appeal in writing on the same date as the appeal was filed.

Article IV

KENNELS

Sections:

- 5-4.1 Kennel Defined
- 5-4.2 Kennel Permit and Application Fee
- 5-4.3 Vaccination Certificate Required
- 5-4.4 Preliminary Inspection
- 5-4.5 License
- 5-4.6 Term of Permit

- 5-4.7 Delinquent Penalties, Securing Individual Licenses if Kennel Permit Denied, Time Limits
- 5-4.8 Inspection of Kennel
- 5-4.9 Delivery of Vaccination Certificates to Purchasers
- 5-4.10 Effect of Revocation of Kennel Permit

5-4.1 KENNEL DEFINED: The term "kennel," as used in this Chapter, means a premises, building or enclosure where four (4) or more animals not owned by the kennel owner or operator are kept, boarded, trained, or maintained for commercial purposes for a period longer than 24 hours. The maintenance of more than two (2) animals used for breeding purposes for which compensation is received, or the parturition or rearing of more than two (2) litters in one (1) calendar year shall be a rebuttable presumption that such animals are owned or maintained for the purpose of commercial breeding and the owner and the premises shall be subject to permit and licensing requirements as established in Chapter 15 of the City of Porterville Municipal Code.

5-4.2 KENNEL PERMIT AND APPLICATION FEE: In lieu of securing the permit required by this Chapter for each of the animals in a kennel, a person owning or operating a kennel may obtain a kennel permit covering all of the animals maintained in the kennel. It shall be unlawful to fail to secure the permit required by this Chapter. The application for a kennel permit shall be filed with the Police Department, along with a copy of a valid City business license. The fees for kennel permits shall be set by Resolution of the City Council in a fee schedule.

5-4.3 VACCINATION CERTIFICATE REQUIRED: The Police Department shall not issue a kennel permit unless the person applying for the permit files a certificate or certificates signed by a licensed veterinarian showing that all of the animals in the kennel which are over four (4) months of age have been vaccinated against rabies and which indicates that the period of time elapsing from the dates of the vaccinations to the date of expiration of the kennel permit does not exceed thirty-six (36) months in the case of vaccination with live virus rabies vaccine or eighteen (18) months in the case of vaccination with killed virus rabies vaccine, as those types of vaccines are defined in section 2606 et seq. of Chapter 17 of the California Code of Regulations. During any period when the city of Porterville is designated as a rabies area pursuant to sections 1900-1921 of the Health and Safety Code of the State of California, no killed virus vaccine shall be used other than vaccine of bovine nerve tissue origin.

However, if one or more animals in the kennel are too ill to be vaccinated against rabies at the time the application for the kennel permit is filed with the Police Department, and the application for the kennel permit is accompanied by a certificate signed by a veterinarian which states this fact, the Police Department may process and issue the kennel permit in compliance with this Chapter. The owner of the kennel shall thereafter have each such animal vaccinated within thirty (30) days after the date on which it becomes well enough to be vaccinated and the owner of the kennel shall file the vaccination certificate with the Police Department. If a person holding a kennel permit has failed to have an animal vaccinated pursuant to this section, the Police Department may immediately revoke the kennel permit and give the holder of the kennel permit written notice of such revocation.

5-4.4 PRELIMINARY INSPECTION: The Police Department may inspect all kennels to determine whether the kennels are constructed and operated in such a manner as to prevent the animals confined therein from running at large.

5-4.5 LICENSE: If the Police Department has determined that the kennels are constructed and operated in such a manner as to prevent animals confined therein from running at large, and if the required vaccination certificates have been filed in compliance with the provisions of this Chapter, the Police Department may issue a kennel permit to the applicant. The kennel permit issued by the Police Department shall contain a serial number, the expiration date of the permit, the address of the kennel, and such other information as the Police Department may require.

5-4.6 TERM OF PERMIT: Kennel permits shall be issued on an annual basis commencing on January 1st and expiring on December 31st.

5-4.7 DELINQUENT PENALTIES, SECURING INDIVIDUAL LICENSES IF KENNEL PERMIT DENIED, TIME LIMITS: Commencing on the 1st day of January each year, the Police Department shall collect a delinquent penalty, in addition to the regular permit fee, before issuing any kennel permit if the time limits set forth in this Chapter have expired for any animal in the kennel at the time that the application for the permit is filed. The delinquent penalty shall be in an amount equal to the regular permit fee as set forth in this Chapter. If an application for a kennel permit is filed before the time limits set forth in this Chapter have expired, and if after the expiration of such time limits, the Police Department determines that a kennel permit will not be issued, the Police Department shall send the owner of the kennel written notice that the kennel permit will not be issued. It shall be unlawful for the owner of the kennel to fail to secure individual permits for each of the animals in the kennel, pursuant to the provisions of this Chapter, within thirty (30) days after receipt of such written notice of such violation. During the period between the date on which the application for the kennel permit is filed with the Police Department until thirty (30) days after receipt of said written notice, the owner of the kennel shall not be in violation of this Chapter.

5-4.8 INSPECTION OF KENNEL: The Police Department may at any time inspect any kennel for which a kennel permit has been issued. If the Police Department determines that the kennel is not being operated in accordance with the Chapter, the Police Department may revoke the kennel permit.

5-4.9 DELIVERY OF VACCINATION CERTIFICATES TO PURCHASERS: Whenever a person holding a kennel permit sells any animal in the kennel, he/she shall deliver a copy of the vaccination certificate for the animal to the purchaser. If satisfactory evidence is presented to the Police Department that a person holding a kennel permit has failed to comply with the provisions of this section, the Police Department may revoke the kennel permit.

5-4.10 EFFECT OF REVOCATION OF KENNEL PERMIT: If the Police Department revokes a kennel permit pursuant to the provisions of this Chapter, it shall be unlawful for the owner of the kennel to fail to secure individual licenses for each of the animals in the kennel, pursuant to this Chapter, within thirty (30) days after receipt of written notice of such revocation

from the Police Department. Any person whose kennel permit has been revoked by the Police Department shall not be permitted to apply for a kennel permit until the next calendar year.

Article V

RABIES CONTROL

Sections:

- 5-5.1 Application of Article
- 5-5.2 Animal Showing Signs of Rabies
- 5-5.3 Isolation of Rabid Animals and Clinically Suspected Rabid Animals
- 5-5.4 Animals Biting Persons
- 5-5.5 Animals in Contact with Rabid Animals
- 5-5.6 Violation of Quarantine

5-5.1 APPLICATION OF ARTICLE: This Chapter shall be in effect only at those times when the city of Porterville is not designated as a rabies area pursuant to sections 121575-122374 of the Health and Safety Code of the State of California. During those periods when the city of Porterville is designated as a rabies area, the provisions of said sections 121575-122374 of the Health and Safety Code, and the rules and regulations adopted pursuant thereto, are applicable rather than the provisions of this Article.

5-5.2 ANIMAL SHOWING SIGNS OF RABIES: Whenever the owner of an animal observes or learns that such animal shows symptoms of rabies or acts in a manner which would lead to a reasonable suspicion that it may have rabies, such person shall immediately notify the Police Department. Said person shall thereafter allow the Police Department to inspect or examine the animal.

5-5.3 ISOLATION OF RABID ANIMALS AND CLINICALLY SUSPECTED RABID ANIMALS: The owner of any rabid animal or clinically suspected rabid animal shall isolate the animal in strict confinement under proper care and under the observation of a veterinarian in a kennel, veterinary hospital, or other adequate facility in a manner approved by the Police Department, and said animal shall not be destroyed or released from confinement for at least ten (10) days after the onset of symptoms suggestive of rabies and until the Police Department gives written authorization for the release of the animal, with the exception that such animal may be euthanized with the permission of the Police Department for the purpose of a laboratory examination for rabies using the fluorescent rabies antibody test in an approved public health laboratory.

5-5.4 ANIMALS BITING PERSONS: Whenever the owner of an animal has knowledge that such animal has bitten any person, the owner shall immediately report that fact to the Police Department Shelter Supervisor and report the name and address of the person bitten and the time and place that such person was bitten. Upon order of the Police Department Shelter Supervisor, the owner shall quarantine the animal for the period of time specified in section 2606 of Chapter 17 of the California Administrative Code with regard to rabies areas, and shall allow the Police Department Shelter Supervisor or his/her representative to make inspections and examinations of

the animal from time to time during such period. The Police Department Shelter Supervisor may quarantine said animal upon the premises of the owner. However, if the owner of the animal so desires, the Police Department Shelter Supervisor shall place the animal in quarantine in a veterinary hospital, at the expense of the owner, in lieu of quarantine of the animal on the premises of the owner. Quarantine shall be made by written notice delivered to the owner of said animal stating that the animal is quarantined and the instructions to be followed. If the quarantine is upon the premises of the owner of the animal, the animal shall be confined within a locked enclosure so constructed that the animal cannot escape or have contact with any other animal or human being other than the person responsible for its care or, at the discretion of the Police Department Shelter Supervisor, the animal may be kept under restraint by leash in charge of a responsible person, or under such restrictions as the Shelter Supervisor may prescribe. Said animal shall be kept in quarantine until the Police Department Shelter Supervisor gives written authorization for the release of the animal from quarantine. Notwithstanding the foregoing provisions, such animal may be euthanized with the permission of the Police Department Shelter Supervisor for the purpose of a laboratory examination for rabies using the fluorescent rabies antibody test in an approved public health laboratory.

5-5.5 ANIMALS IN CONTACT WITH RABID ANIMALS: Any animal of a species subject to rabies which has been bitten by a known rabid or suspected rabid animal or has been in intimate contact with a rabid or suspected rabid animal shall be quarantined by the owner in a place and manner approved by the Police Department Shelter Supervisor for a period of six (6) months or destroyed, provided, however, that the following alternatives are permitted in the case of dogs and cats: if the dog or cat has been vaccinated against rabies within two (2) years but not less than thirty (30) days with a live virus vaccine, or within one (1) year but not less than thirty (30) days with a killed virus vaccine, as those types of vaccines are defined in section 2606 et seq. of Chapter 17 of the California Administrative Code, the dog or cat may be re-vaccinated in a manner approved by the Police Department Shelter Supervisor and quarantined in a place and manner approved by the Police Department Shelter Supervisor for a period of thirty (30) days. The provisions of this Chapter concerning quarantine shall also apply to the quarantine of animals pursuant to this section.

5-5.6 VIOLATION OF QUARANTINE: When any animal is quarantined by the Police Department Shelter Supervisor, it shall be unlawful for the owner of the animal to violate the quarantine by removing said animal from the premises where it is quarantined, allowing it to run at large, destroying it without authorization from the Police Department Shelter Supervisor, concealing it from the Police Department Shelter Supervisor or disobeying any of the quarantine restrictions which have been imposed by the Police Department.

Article VI

PIGEONS

Sections:

- 5-6.1 Conditional Use Permit Required
- 5-6.2 Applicability

- 5-6.3 Leg Banding
- 5-6.4 Number Allowed
- 5-6.5 Structure/Loft Requirements
- 5-6.6 Loft Maintenance
- 5-6.7 Release and Feeding of Pigeons
- 5-6.8 Number of Squabs Allowed; Breeding of Pigeons
- 5-6.9 Association Membership
- 5-6.10 Limitations
- 5-6.11 Association Membership Documentation
- 5-6.12 City Right of Entry
- 5-6.13 Violation

5-6.1: CONDITIONAL USE PERMIT REQUIRED:

Pigeons which have been selectively bred for specific racing, homing, or sporting purposes shall be subject to the limitations of this article and shall only be permitted in residential zoning districts upon obtaining a conditional use permit from the City Council according to Chapter 21, Article 604 of this code. (Ord. 1751, 4-21-2009)

5-6.2: APPLICABILITY:

The provisions of this article shall apply only to parcels six thousand (6,000) square feet and over, which are located within a residential zoning district. (Ord. 1751, 4-21-2009)

5-6.3: LEG BANDING:

All racing, homing, or sporting pigeons shall be banded with a leg band. The "leg band" is defined as a seamless band, made of a durable material, which designates the national organization with which the bird is registered, and indicates the year of birth of the bird. Birds which are not banded shall not be considered to be racing, homing, or sporting pigeons. (Ord. 1751, 4-21-2009)

5-6.4: NUMBER ALLOWED:

The number of racing, homing, or sporting pigeons shall not cumulatively exceed one bird for every one thousand (1,000) square feet of lot area for lots under ten thousand (10,000) square feet in size and two (2) birds for every one thousand (1,000) square feet of lot area for lots in excess of ten thousand (10,000) square feet. (Ord. 1751, 4-21-2009)

5-6.5: STRUCTURE/LOFT REQUIREMENTS:

The structure ("loft") housing the racing, homing, or sporting pigeons shall comply with setback, height, and lot coverage limitations in the underlying zone. The loft shall be set back a minimum distance of ten feet (10') from residential structures on the site to provide adequate distance for clean and sanitary loft maintenance, and a minimum distance of twenty feet (20') from the property

line of any adjacent parcel when there are no more than twenty (20) birds. The minimum distance from the property lines shall increase one foot (1') for every one bird over twenty (20) in number. (Ord. 1751, 4-21-2009)

5-6.6: LOFT MAINTENANCE:

Any loft used for housing the racing, homing, or sporting pigeons shall be kept in a clean and sanitary condition at all times. (Ord. 1751, 4-21-2009)

5-6.7: RELEASE AND FEEDING OF PIGEONS:

All racing, homing, or sporting pigeons shall be confined to the loft, except for limited periods necessary for exercise, training, and competition. At no time shall pigeons be allowed to perch or linger on the buildings or property of others. Objects shall not be thrown at the birds during their training or exercise. All birds shall be fed within the confines of the loft. (Ord. 1751, 4-21-2009)

5-6.8: NUMBER OF SQUABS ALLOWED; BREEDING OF PIGEONS:

Not more than twelve (12) squabs over six (6) weeks old shall be permitted to be kept or maintained or raised on the property where pigeons are allowed in a residential zoning district. The squabs shall be counted in the cumulative total of pigeons allowed on the property by this article. Breeding of pigeons shall be incidental to the keeping of pigeons for racing, homing, or sporting and the breeding of pigeons for commercial purposes shall be prohibited. (Ord. 1751, 4-21-2009)

5-6.9: ASSOCIATION MEMBERSHIP:

Owners of racing, homing, or sporting pigeons are required to be current members of a nationally recognized racing, homing, or sporting pigeon association. (Ord. 1751, 4-21-2009)

5-6.10: LIMITATIONS:

The limitations set forth in this article shall be deemed minimum limitations required for the keeping of pigeons as provided for herein. The City may, as a condition to issuance of the permit required in Chapter 21, Article 604 of this code set forth additional requirements in said permit as may be necessary to maintain the health, safety, and general welfare of its citizens. (Ord. 1751, 4-21-2009)

5-6.11: ASSOCIATION MEMBERSHIP DOCUMENTATION:

The applicant shall provide documentation of current membership in a nationally recognized racing, homing, or sporting pigeon association with the conditional use permit application. (Ord. 1751, 4-21-2009)

5-6.12: CITY RIGHT OF ENTRY:

The City shall have the right to enter the property for verification of conditional use permit compliance at any time. (Ord. 1751, 4-21-2009)

5-6.13: VIOLATION:

The conditional use permit may be revoked by the City Council upon violation of any condition, regulation, or limitation of the permit issued, unless such violation is corrected within ten (10) days of notice of such violation. Any permit may be revoked for any violation. (Ord. 1751, 4-21-2009)

Article VII

VIOLATIONS

5-7.1 Violations

5-7.1 VIOLATIONS

(a) Administrative Citation. Upon a finding by the City official or representative vested with the authority to enforce the various provisions of this Chapter that a violation exists, he or she may issue an Administrative Citation and proceed with enforcement pursuant to Chapter 2, Article XIV, of the Municipal Code.

(b) Misdemeanor. Any person violating any of the provisions of this Chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding one thousand dollars (\$1,000) or by imprisonment for a term not exceeding six (6) months or by both such fine and imprisonment. Notwithstanding the classification of a violation of this Chapter as a misdemeanor, at the time an action is commenced to enforce the provisions of this Chapter, the trial court, upon recommendation of the prosecuting attorney, may reduce the charged offense from a misdemeanor to an infraction. A person who owns or is in charge of or controls or who possesses an animal who permits, allows, or causes the dog to run, stray, be uncontrolled or in any manner be in, upon, or at large upon a public street, sidewalk, park or other public property or in or upon the premises or private property of another person is guilty of a misdemeanor if said animal bites, attacks, or causes injury to any human being or other animal.

(c) Infraction. Notwithstanding the classification of a violation of this Chapter as a misdemeanor, at the time an action is commenced to enforce the provisions of this Chapter, the trial court, upon recommendation of the prosecuting attorney, may reduce the charged offense from a misdemeanor to an infraction. Any person convicted of an infraction under this Chapter shall be punished by:

(1) A fine not exceeding one hundred dollars (\$100) for a first violation;

(2) A fine not exceeding two hundred dollars (\$200) for a second violation of this Chapter within one (1) year; and

(3) A fine not exceeding five hundred dollars (\$500) for each additional violation of this Chapter within one (1) year.

(d) Separate Offense. Each day that any provision of this Chapter is violated is a separate and distinct offense and shall be punishable as a separate and distinct offense.

(e) Except as provided for in subsection (c) of this section, violation of any of the provisions covered in this Chapter may be investigated and punished as an infraction. An administrative citation may be issued in lieu of filing a criminal case. Each day a violation continues may be investigated and regarded as a new and separate offense.

(1) The punishment upon conviction may be:

- i. A fine not exceeding one hundred dollars (\$100) for a first violation;
- ii. A fine not exceeding two hundred dollars (\$200) for a second violation of the same provision within one (1) year; or
- iii. A fine not exceeding five hundred dollars (\$500) for each additional violation of the same provision within one (1) year, to a maximum of three (3) such violations.

(2) For purposes of this section, bail forfeiture shall be deemed to be a conviction of the offense charged.

(3) In addition to any other penalties or fines provided for in this Chapter, any reasonable costs incurred by the City in seizing, impounding, and confining any dangerous animal may be charged and recovered against the owner.

(f) Four (4) or more violations of the same section of this Chapter shall constitute a misdemeanor and shall be investigated according to section (b) above. Each additional day the violations continue unabated shall be regarded as new and separate offenses.

(g) Civil Action. The City Attorney, or an attorney hired for such purposes by and at the request of the City Council, may institute an action in any court of competent jurisdiction to restrain, enjoin, or abate the condition found to be in violation of the provisions of this Chapter, or State Codes specifically adopted by reference, as provided by law, and the City shall be entitled to its attorney's fees and costs.

(h) These remedies shall not supplant or replace the procedures concerning dangerous animals as specified in elsewhere in this Chapter.

(i) Allocation of fees and fines collected. All fees and the City's share of all fines collected shall be used only to fund the implementation and enforcement of the City's animal control program.

Article VIII

ANIMAL CONTROL COMMISSION

Sections:

5-8.1	Established
5-8.2	Composition
5-8.3	Compensation
5-8.4	Term of Office; Removal
5-8.5	Vacancies
5-8.6	Appointment of Chairperson and Vice Chairperson
5-8.7	Term of Officers
5-8.8	Meetings and Records
5-8.9	Quorum
5-8.10	General Powers and Duties of Commission

5-8.1: ESTABLISHED:

An animal control commission is established in and for the city of Porterville. The animal control commission shall serve in an advisory capacity to the City Council. (Ord. 1812, 6-3-2014)

5-8.2: COMPOSITION:

The animal control commission shall consist of five (5) members who shall be residents of the city of Porterville. Commissioners shall be appointed by the City Council at its complete discretion by a majority vote. Members of the commission shall be representative of a cross section of the community. (Ord. 1812, 6-3-2014)

5-8.3: COMPENSATION:

Members of the animal control commission shall serve without compensation. (Ord. 1812, 6-3-2014)

5-8.4: TERM OF OFFICE; REMOVAL:

The term of office shall be four (4) years with terms staggered to prevent concurrent expiration of terms. All commission members shall serve at the pleasure of the City Council and may be removed by a majority vote of the City Council at any time and for any reason. (Ord. 1812, 6-3-2014)

5-8.5: VACANCIES:

Vacancies, occurring otherwise than by expiration of the terms, shall be filled by appointment by the City Council as soon as possible; such appointee is to serve for the unexpired term of the vacant office. (Ord. 1812, 6-3-2014)

5-8.6: APPOINTMENT OF CHAIRPERSON AND VICE CHAIRPERSON:

The animal control commission shall appoint one of its members chairperson, and one of them vice chairperson. (Ord. 1812, 6-3-2014)

5-8.7: TERM OF OFFICERS:

The officers thus appointed shall serve one year, until their successors in office have been appointed by the animal control commission. (Ord. 1812, 6-3-2014)

5-8.8: MEETINGS AND RECORDS:

The animal control commission shall hold meetings regularly as determined by the commission and shall designate the time and place thereof. The commission may hold as many meetings as determined necessary for the performance of the duties prescribed in this Chapter. The meetings shall be held in compliance with the Brown Act and all applicable laws, and the meetings and records of attendance shall be public. The commission shall adopt its own rules of procedure and keep a record of its proceedings. A record of attendance shall be kept regularly and reported to the City Council at least once per year. Members are expected to have at least seventy-five percent (75%) attendance based upon the commission's regular meeting schedule (e.g., 9 out of 12 meetings if held monthly, and 3 out of 4 if held quarterly). Members who fail to meet the attendance requirement automatically vacate their seat and the vacancies shall be filled per section 5-7.5 of this article. (Ord. 1812, 6-3-2014)

5-8.9: QUORUM:

Three (3) members shall constitute a quorum for the transaction of business. (Ord. 1812, 6-3-2014)

5-8.10: GENERAL POWERS AND DUTIES OF COMMISSION:

The animal control commission shall:

- (a) Advise the City Council and staff on any matters concerning animal control and shelter programs;
- (b) Make recommendations to the City Council and staff concerning regulations affecting animals and the care, control, and treatment of animals;
- (c) Make recommendations to the City Council and staff to strengthen the City's animal control and shelter programs;
- (d) Engage in a long-term planning process through which it identifies major priorities and provides recommendations for the City Council for policies and procedures on animal control and shelter program operations;
- (e) Promote public awareness of the goals and operations of the animal shelter(s) and to enhance community relations with respect to animal control program operations;
- (f) To advise and assist the City Council and staff in conducting public education and outreach programs to city residents regarding animal owner responsibility for licensing, spaying and neutering, and proper care of animals;

- (g) To review and recommend proactive enforcement programs that will result in reducing cases of animal overpopulation, neglect, abuse, and public nuisance;
- (h) To review and provide recommendations to the City Council and staff on all proposed amendments to this chapter;
- (i) Serve as a sounding board for staff to review their plans and ideas; and
- (j) Act on any matters referred by the City Council or staff in accordance with the instructions provided with the said referrals. (Ord. 1812, 6-3-2014)

PASSED, APPROVED AND ADOPTED this 16th day of June, 2015.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

Porterville Municipal Code Chapter 5 and Chapter 21, Section 301.03

Chapter 5, and Chapter 21, Section 301.03 of the Porterville Municipal Code are repealed in their entirety and replaced with the following:

Chapter 5

ANIMAL CONTROL

Article I

GENERAL PROVISIONS

Sections:

- 5-1.0 Definitions
- 5-1.1 ~~Shelter Supervisor; Department of~~ Animal Control Unit
- 5-1.2 Records
- 5-1.3 Animal Shelter
- 5-1.4 Dog Parks
- 5-1.5 Impounding/Collection of Animals
- 5-1.56 Right to Enter Premises
- 5-1.67 Interference with Duties

5-1.0: DEFINITIONS:

- (a) The term "owner," or "handler," as used in this Chapter, means any person, firm or corporation owning, harboring, having an interest in, or having control, custody or possession of an animal. In the case of an animal which is owned by a minor, the parent or guardian of the minor shall constitute the "owner" of such animal for the purposes of this Chapter.
- (b) The term "at large," as used in this Chapter:

AT LARGE: An, means any animal that is off the premises of its owner ~~which is~~ and not under restraint by leash ~~and~~ or chain, or which is wandering or running freely on public property or property belonging to a person not the owner or person in control of the animal and without supervision, accompaniment, and adequate restraint.

- (c) The term "dangerous animal," as used in this Chapter, means a dog or other animal which has attacked, bitten or injured any human being or other animal without reasonable provocation, or which has been so declared pursuant to this Chapter, or under the ~~control~~ and — in — the — immediate — presence — of — the — owner.

ATTACK: facts and circumstances has acted in a threatening manner towards any human being or other animal or has displayed characteristics of being trained for fighting, or there is other evidence to show such training or fighting.

(d) The term "attack," as used in this Chapter, means any unprovoked aggressive behavior toward a person or animal. Aggressive behavior in defense of property or territory of the owner shall constitute an attack unless the dog or other animal is securely contained within an enclosure sufficient to prevent physical contact with a person or animal outside such enclosure.

~~DANGEROUS ANIMAL: A dog(e)~~ The term "field officer," as used in this Chapter, shall mean any officer of the Police Department or other employee of the City designated to enforce this ordinance.

(f) The term "competition dog," as used in this Chapter, shall mean any animal which has attacked, bitten, is used to show, to compete, or injured any human being to breed which is of a breed recognized by the American Kennel Club, United Kennel Club, or American Dog Breeders Association and meets the following requirements:

(1) The dog has competed in at least one (1) dog show or sporting competition sanctioned by the national registry or approved by the department within the last 365 days.

(2) Maintains a certified pedigree registry.

(3) The dog has earned a confirmation, obedience, agility, carting, herding, protection, rally, sporting, working, or other animal without reasonable provocation, or which has been so declared pursuant to this chapter, or under the facts and circumstances has acted in a title from a purebred dog registry or dog sport association.

(4) The owner or custodian of the dog is a member of a purebred dog breed club, approved by the department, which maintains and enforces a code of ethics for dog breeding that includes restrictions from breeding dogs with genetic defects and life threatening manner towards any human being or displayed characteristics of health problems that commonly threaten the breed.

(g) The term "competition cat," as used in this Chapter, shall mean any show cat (also known as a purebred cat or pedigreed cat) that is recognized by the Cat Fanciers' Association and/or The International Cat Association and meets the following requirements:

(1) The owner or custodian of the cat is a member of a purebred cat breed club, approved by the department, that encourages its members to be owners and breeders of cats who work together to promote the preservation of pedigreed cats and the health and welfare of domestic cats.

(2) Maintains a certified pedigree registry.

(3) Has participated in a cat show in the last 365 days which promotes pedigreed cats.

(4) The owner or custodian of the cat is a member of a purebred cat breed club, approved by the department, which maintains and enforces a code of ethics for cat breeding that includes restrictions from breeding cats with genetic defects and life threatening health problems that commonly threaten the breed.

- (h) The term “service animal,” as used in this Chapter, means any animal which shall include, but not be limited to, assistance dogs, guide dogs, signal dogs, police dogs, search and rescue animals, or other service animals as defined by applicable state or federal law, or is being trained for fighting, or there is other evidence to show such training or fighting, such use.

~~FIELD OFFICER: The animal control agents or peace officers that respond to any complaint or incident.~~

~~OWNER: Any person, firm or corporation owning, harboring, having an interest in, or having control, custody or possession of an animal. In the case of an animal which is owned by a minor, the parent or guardian of the minor shall constitute the "owner" of such animal for the purposes of this Chapter. (Ord. 1726, 11-6-2007)~~

- (i) The term "altered animal," as used in this Chapter, means any animal that has been surgically altered (spayed/neutered) or by means of written proof from a licensed veterinarian stating that the animal does not possess the capability of reproduction.
- (j) The term “unaltered animal,” as used in this Chapter, means any animal capable of reproduction.
- (k) The term “licensable animal,” as used in this Chapter, means a domestic dog. Other domestic pets, such as cats, birds or aquarium fish, are not required to obtain a license.

5-1.1: ~~SHELTER SUPERVISOR; DEPARTMENT OF~~ ANIMAL CONTROL:

~~The office of shelter~~ **UNIT:** Supervision of the Animal Control Unit shall be delegated to any supervisor shall be established. The shelter supervisor shall be appointed or contracted by the city council and may be either a person, firm, association, corporation, public entity or joint powers authority. The shelter supervisor shall serve for such period of time and shall receive such compensation as shall be established by the city council by ordinance or by contract. If an association of the Police Department at the direction of the Chief of Police and/or corporation is appointed as shelter supervisor, each officer and employee authorized by such association or corporation to perform duties under this chapter shall be deemed to be a shelter supervisor and shall have all of the rights and duties of the shelter supervisor which are set forth in this chapter. his/her designee. ~~The Police Department shall carry out the duties of a department of animal control, and the chief of police shall serve as the ex officio director. The director shall perform all duties of the shelter supervisor unless the city council has entered into a contract with another person, firm, association, corporation, or public entity, or has otherwise provided for such services via a joint powers authority, to furnish animal control services, in which case the director shall administer said contract on behalf of the city council. (Ord. 1726, 11-6-2007)~~ Animal Control.

- (a) Any City employee acting in the capacity of animal control duties shall have the following powers:

(1) To enforce the provisions of this Chapter and state laws relating to the care, treatment, impounding and destruction of animals. These provisions will also encompass the adoption of animals and/or safe return of animals to their rightful owner.

(2) The Chief of Police may formulate rules and regulations in conformity with, and for the purposes of carrying out, this Chapter.

(b) The Chief of Police or his designee shall have authority to determine whether any animal has engaged in the behaviors, or exhibits any of the characteristics, of a dangerous animal.

5-1.2: RECORDS: The ~~shelter supervisor~~Police Department shall keep a record of every animal impounded pursuant to this Chapter which shall include a description of the animal, the date of receipt, the date and manner of disposal, the name of the person redeeming or purchasing, and the fees, charges and proceeds of sales received on account of said animal, and ~~such~~any additional records as may be required ~~by the city council from time to time. (Ord. 1726, 11-6-2007).~~

5-1.3: ANIMAL SHELTER: There shall be provided by the ~~shelter supervisor, upon such terms and conditions as may be mutually agreed upon by the shelter supervisor and the city council,~~Police Department a suitable building ~~or, enclosure, or other support facility~~ to keep and safely hold all animals ~~to be~~ impounded pursuant to the provisions of this Chapter, and said building or enclosure shall be known and designated as the "Shelter". ~~(Ord. 1726, 11-6-2007).~~

5-1.4: IMPOUNDING ANIMALS:

5-1.4 DOG PARKS: There may be provided by the City certain defined open spaces for the purposes of allowing dogs to run freely in a specified enclosed area, and said enclosed open space areas shall be known and designated as "Dog Parks." Dog parks shall be regulated by rules to be adopted by the City Manager and/or his/her designee.

5-1.5 IMPOUNDING/COLLECTION OF ANIMALS: The ~~shelter supervisor shall take~~Police Department may pick up, impound and safely keep any ~~dog~~animal that is found running at large contrary to the provisions of this Chapter within the incorporated territory of the city. ~~(Ord. 1726, 11-6-2007)~~

5-1.5:6 RIGHT TO ENTER PREMISES:

~~The shelter supervisor, and his or her agents,~~ Any Police Department employees performing animal control duties shall be authorized to enter upon any premises for the purpose of enforcing the provisions of this Chapter. ~~(Ord. 1726, 11-6-2007)~~

5-1.6:7 INTERFERENCE WITH DUTIES: It shall be unlawful for any person to interfere with the ~~shelter supervisor~~Police Department employees engaged in the performance of his/her officialanimal control duties. ~~(Ord. 1726, 11-6-2007)~~

Article II

DOGS

LICENSABLE ANIMALS

Sections:

- 5-2.1 License Required
- 5-2.2 Mandatory Spay/Neuter Requirement
- ~~5-2.3~~ Issuance of License and Tag
- ~~5-2.34~~ Time Limits ~~to Secure a License~~
- ~~5-2.45~~ Vaccination Certificate Required
- ~~5-2.56~~ Term of License
- ~~5-2.6~~ ~~License Fees~~
- 5-2.7 License Fees; ~~Spayed or Neutered Dogs~~
- 5-2.8 Exemption; ~~Service or Assistance~~ Dog Animals
- 5-2.9 ~~Delinquent Penalties~~
- ~~5-2.10~~ ~~Vaccination Time Limit~~ Extension of Time: Animals Too Ill to Be Vaccinated
- ~~5-2.11~~ ~~10~~ Replacing Lost or Stolen Tags
- ~~5-2.11~~ License Transferable
- 5-2.12 ~~License Transferrable~~
- ~~5-2.13~~ ~~Affixing~~ Dog License Tag
- ~~5-2.14~~ ~~Impounding Dogs Without Tags~~
- ~~5-2.15~~ 13 Impounding Biting or Attacking Animals
- ~~5-2.16~~ 14 Notice to Owner of ~~Impoundment~~ Licensed Animal
- ~~5-2.17~~ 15 Redemption of Impounded ~~Dogs Or Other~~ Animals
- ~~5-2.18~~ 16 Fees for Impounding and Keeping Licensable Animals
- ~~5-2.19~~ ~~Sale And~~ 17 Adoption, Rescue, and/or Destruction of Impounded ~~Dogs And Other~~ Animals ~~Wearing Tags~~
- ~~5-2.20~~ ~~Sale And Destruction of Impounded Dogs And Other Animals Not Wearing Tags~~
- ~~5-2.21~~ ~~Sale Of Impounded Dogs~~
- ~~5-2.22~~ ~~5-2.18~~ Licensing Impounded Dogs
- ~~5-2.23~~ 19 Removal of Tag
- ~~5-2.24~~ 20 Display of Tag
- ~~5-2.25~~ 21 Keeping Dangerous ~~Dogs Or Other~~ Animals
- ~~5-2.26~~ 22 Interference with Highways
- ~~5-2.27~~ ~~Dogs Running~~ 23 Permitting Animals to Run At Large ~~Unlawful~~
- ~~5-2.28~~ 24 Leash Requirements
- ~~5-2.25~~ Barking Dogs
- ~~5-2.29~~ ~~Hearing To Determine If Animal Is Dangerous~~
- ~~5-2.30~~ ~~Hearing Conduct~~
- ~~5-2.31~~ ~~Hearing Decision~~
- ~~5-2.32~~ ~~Disposition of Dangerous Animal~~
- ~~5-2.33~~ ~~Dog Or Other Animal Declared Not Dangerous~~

5-2.1: LICENSE REQUIRED: Every owner of a doglicensable animal within the city, shall secure a license from the shelter supervisor, or from the city finance department, a Police Department facility for each such doglicensable animal within the time limits set forth in this articleChapter. It shall be unlawful for any owner to fail to secure said license in accordance with the provisions of this articleChapter. A license need not be secured for a doglicensable animal which is brought into the city by its visiting owner or for the sole purpose of being entered in a dog show or dog exhibition, provided that the owner of such dog is entered in such show or exhibition animal provides proof of current license and/or current rabies vaccination from the jurisdiction of origin, and the animal is removed from the city within limits no more than thirty (30) days after the date on which the dog was brought into the city. (Ord. 1726, 11-6-2007)entry.

5-2.2:5-2.2 MANDATORY SPAY/NEUTER REQUIREMENT: It has been shown that mandatory spaying/neutering proves to be effective in reducing the population of animals in cities. By requiring mandatory spaying/neutering, the Police Department is working to reduce the number of euthanizations conducted in the city of Porterville each year. Spaying/neutering has been shown to be effective in reducing animals running at large and also reduces aggressive behavior in animals. As an additional benefit, this requirement will cut costs to the community in managing the pet population.

- (a) Requirement for Altered Animals: No person may keep, own or harbor an unaltered dog over four (4) months of age within the city limits, unless an unaltered license has been properly obtained. An owner or custodian of an unaltered dog must have the animal spayed or neutered or obtain an unaltered license in accordance with the exceptions to the spay/neuter requirements as described in section (b) "Unaltered Animals."
- (b) Unaltered Animal License: An owner or custodian of an unaltered dog over the age of four (4) months must obtain an annual unaltered animal license. The license shall be issued only if the department has determined that all of the following conditions have been met:
 - (1) The owner or custodian has submitted the required application for the license and the applicable fees for the license have been paid in accordance with the fee schedule as set by Resolution of the City Council.
 - (2) The animal meets one or more of the following exemptions:
 - (i) An animal unable to be spayed/neutered without a high likelihood of suffering serious bodily harm or death due to age or infirmity, which is confirmed in writing from a licensed veterinarian.
 - (ii) A competition animal as defined in this Chapter.
 - (iii) A service animal which shall include, but not be limited to, assistance dogs, guide dogs, signal dogs, police dogs, search and rescue animals, or other service animals as defined by applicable state or federal law, or is being trained for such use.
 - (iv) An animal associated with a licensed kennel within the city for breeding purposes.

5-2.3 ISSUANCE OF LICENSE AND TAG: ~~An~~ application for a license required by this ~~article~~Chapter shall be filed with the ~~shelter supervisor, finance department, or police department,~~ on a form prescribed by the shelter supervisor.Police Department. Upon payment of the required fee and upon compliance with the other requirements of this Chapter, ~~the shelter supervisor shall issue a dog license. Either shall be issued.~~ The application ~~or the license~~ shall contain a brief description of the ~~dog~~animal including ~~the~~ age, sex, color, and breed of the ~~dog~~animal, and the name and address of the owner. The license shall contain a serial number, ~~the expiration date of the license and~~ and such other information as the ~~shelter supervisor~~Police Department may determine. The ~~shelter supervisor~~Police Department shall keep a copy of the application and license on file ~~in his office and the application and license shall be open to public inspection.~~ With each license issued, the ~~shelter supervisor~~Police Department shall also issue a tag ~~made of some durable material. Said tag that~~ shall bear the words "City of Porterville", and the serial number on the ~~dog license, the date of expiration of the license, and such other information as the shelter supervisor may determine. Said animal license.~~ The tag shall be securely worn by the animal for which the license was issued. ~~(Ord. 1726, 11-6-2007)~~

5-2.3:4 TIME LIMITS TO SECURE A LICENSE::

~~A.~~(a) An owner of a ~~dog~~licensable animal shall secure a license for ~~his dog~~the animal within thirty (30) days after ~~he/she/he~~ acquires ownership of the ~~dog~~animal. However, if a ~~dog~~licensable animal is less than four (4) months of age when the owner acquires it, the owner shall secure a license for the ~~dog~~animal within ~~thirty (30)~~ten (10) days after the ~~dog~~animal becomes four (4) months of age.

~~B.~~(b) Any person who enters the city and ~~dwells~~resides in the city for a period of thirty (30) days or more, and who has brought a ~~dog~~licensable animal with him/~~her~~ from outside the city, shall secure a license for the ~~dog~~animal within thirty (30) days after the person first enters the city.

~~C. Prior to the time that a license is issued, the dog shall not be allowed to run at large, and any dog found running at large shall be impounded pursuant to this article, even though the time limits for securing the license which are set forth hereinabove have not expired. (Ord. 1726, 11-6-2007)~~

5-2.4:5 VACCINATION CERTIFICATE REQUIRED:

~~A.~~(a) A license for ~~a dog~~an animal shall not be issued unless the owner of the ~~dog~~animal presents ~~for filing~~ a certificate signed by a veterinarian or other professional as authorized pursuant to applicable state law showing that said ~~dog~~animal has been vaccinated against rabies, ~~which indicates. The certificate shall indicate~~ that the period of time elapsing from the date of the vaccination to the date of expiration of the license does not exceed thirty ~~(30)~~six (36) months in the case of vaccination with live virus rabies vaccine or eighteen (18) months in the case of vaccination with killed virus rabies vaccine, as those types of vaccines are defined in Section 2606 et seq., of Chapter 17 of the California Code of Regulations.

During any period when the city is designated as a rabies area pursuant to Sections ~~1900-1924~~121575-121710 of the Health and Safety Code of the State of California, no killed virus vaccine shall be used other than a vaccine of bovine nerve tissue origin.

~~B.~~(b) Every duly licensed veterinarian or other authorized professional, after vaccinating any ~~dog~~animal owned by a resident of the city of Porterville, shall sign a certificate ~~in triplicate~~ containing the following information: pursuant to Sections 121575-122374 of the Health and Safety Code:

~~(1.)~~ The type of vaccination used.

~~(2.)~~ The date of the vaccination.

~~(3.)~~ The breed, age, color, and sex of the vaccinated ~~dog~~animal.

~~(4.)~~ The serial number of the vaccination tag issued.

~~(5.)~~ The name and address of the owner of the ~~dog~~animal.

(c) The veterinarian or other authorized professional shall immediately present the original vaccination certificate to the owner of the ~~dog~~animal, and shall deliver the duplicate copy to the ~~shelter supervisor~~Police Department. The veterinarian or other authorized professional shall keep ~~the triplicate~~ copy. (Ord. 1726, 11-6-2007)

5-2.5:6 TERM OF LICENSE:

~~Dog Animal~~ licenses shall be issued on a fiscal for all licensable animals older than four months of age at intervals not less than one year basis, commencing on July 1 and terminating not more than three years. Commencing on the next June 30. The owner of a dog shall secure first day of the month after a license for his dog annually after the expiration of the original license. During period lapses, the Police Department shall collect a delinquent penalty, in addition to the period from July 1 through August 31 of each year, an owner who has secured a regular license fee, before issuing any license for his dog for the prior fiscal year. The delinquent penalty shall not be in violation of this article, and such dog shall not be impounded pursuant to this article if an amount equal to the regular license fee as set forth in the dog is wearing the tag issued for the prior fiscal year. (Ord. 1726, 11-6-2007)fee schedule.

5-2.6:7 LICENSE FEES:

~~A. This section applies only to dogs, which have not been spayed or neutered, and to dogs which are not otherwise unable, for physical or medical reasons, to bear or produce offspring.~~

~~B. The annual~~ license fee for each ~~dog~~licensable animal shall be established by ~~the city council as adopted from time to time. Such resolution may provide for the proration of fees depending upon length of ownership of the dog and portion of year remaining on the license. (Ord. 1726, 11-6-2007)~~

5-2.7: LICENSE FEES; SPAYED OR NEUTERED DOGS:

~~A. This section applies only to dogs which have been spayed or neutered, or which are unable to bear or produce offspring for physical or medical reasons.~~

~~B. A certificate from a licensed veterinarian that the dog comes within one of the provisions in subsection A of this section shall accompany the application for a license or the fees set forth in this section shall be paid.~~

~~C. The annual license fee for each dog shall be established by a Resolution of the City Council as adopted from time to time. Such resolution may provide for the proration of fees depending upon length of ownership of the dog and portion of year remaining on the license. (Ord. 1726, 11-6-2007) in a fee schedule.~~

5-2.8: EXEMPTION; SERVICE OR ASSISTANCE DOG:

ANIMALS: Any other provision of this ~~article~~Chapter notwithstanding, ~~no charge~~it shall be made at the discretion of the Police Department regarding whether or not there will be a charge for a license issued for a seeing-eye dog used as the annual licensing of a service or assistance dog, guide dog, or signal dog as defined by applicable state law, or being trained for such use ~~animal as described by this Chapter~~. Proof of such use or training shall be provided by the applicant at the time of license application in a form satisfactory to the ~~city~~. (Ord. 1726, 11-6-2007)Police Department, pursuant to Sections 365.5 and 365.7 of the Penal Code.

5-2.9: DELINQUENT PENALTIES:

~~Commencing on September 1 each year, a delinquent penalty shall be collected in an amount equal to the regular license fee, in addition to the regular license fee, before issuing a license if the time limits for securing licenses which are set forth in this article have expired at the time that the license is issued. (Ord. 1726, 11-6-2007)~~

5-2.10: VACCINATION TIME LIMIT EXTENSION:

OF TIME: ANIMALS TOO ILL TO BE VACCINATED: If a ~~dog~~licensable animal is too ill to be vaccinated against rabies at the time that the time limits set forth in this ~~article~~Chapter expire, then the date for securing the ~~dog~~license is extended until thirty (30) days after the date on which the ~~dog~~animal is well enough to be vaccinated, and no delinquent penalties shall be charged for issuance of the ~~dog~~ license during said thirty (30) day period. However, an extension of time shall not be granted pursuant to this section unless the application for the license is accompanied by a certificate signed by a veterinarian setting forth facts, which show that the ~~dog~~licensable animal comes within the provisions of this ~~article~~. Prior to the time that a license is issued for a dog pursuant to this section, the dog shall not be allowed to run at large and any such dog found running at large shall be impounded pursuant to this article. (Ord. 1726, 11-6-2007)Chapter.

5-2.11:10 REPLACING LOST OR STOLEN TAGS: Whenever a tag issued for the ~~then~~ current ~~year~~period has been stolen or lost, the owner of the ~~dog~~animal for which the tag was issued may, upon the payment of a fee to the ~~shelter supervisor~~Police Department, receive a duplicate

tag. The fee for a duplicate tag shall be set by Resolution of the City Council as adopted ~~from time to time.~~ (Ord. 1726, 11-6-2007)in a fee schedule.

5-2.12:11 LICENSE TRANSFERABLE: The license and tag issued pursuant to this ~~article~~Chapter may be transferred when the ownership of the ~~dog~~animal is transferred. The new owner or the previous owner of the ~~dog~~animal shall notify the ~~shelter supervisor~~Police Department in writing of the change in ownership of the ~~dog~~animal and the name and address of the new owner. If such written notice is not given, the ~~shelter supervisor~~Police Department shall send all required notices concerning said ~~dog~~animal to the person whose name and address are on file with the ~~shelter supervisor.~~ (Ord. 1726, 11-6-2007)Police Department.

5-2.13:12 AFFIXING ~~DOG~~LICENSE TAG: It shall be unlawful ~~for the owner of the dog to permit the dog to run at large~~possess a licensable animal in the city limits without the tag issued pursuant to this ~~article~~Chapter being securely affixed to the ~~dog~~animal by means of a collar, harness, or other suitable device. It shall be unlawful for any person to affix the tag required by this ~~article~~Chapter to any ~~dog~~animal except the ~~dog~~animal for which it was issued and it shall be unlawful for the owner of ~~a dog~~an animal to allow the ~~dog~~animal to wear a tag other than the tag issued for the current ~~year.~~ (Ord. 1726, 11-6-2007)period.

~~5-2.14: IMPOUNDING DOGS WITHOUT TAGS:~~

~~The shelter supervisor, and any peace officer, shall take up every dog which is not wearing the required tag and which is found running at large within the city of Porterville. When such a dog is taken up by a peace officer, he shall deliver the dog to the shelter supervisor. All such dogs shall be impounded in the Porterville shelter. (Ord. 1726, 11-6-2007)~~

~~5-2.15:5-2.13~~ IMPOUNDING BITING OR ATTACKING ANIMALS:

~~A. The shelter supervisor, any of its authorized agents, and any peace officer,~~(a) The Police Department shall have the power to summarily and immediately impound ~~a dog or other~~any animal where there is evidence it has attacked, bitten, or injured any human being or other animal, or where there is evidence that ~~a dog~~an animal has acted in a threatening manner towards any human being, ~~a dog~~ has exhibited characteristics of being trained for fighting or attacking, or there is other evidence to show such training or fighting, pending any court proceeding or ~~dog~~animal license or animal permit revocation proceeding arising from the attack, bite, or injury, or pending a hearing pursuant to ~~sections~~Section 5-2.29 and 5-2.30 of this ~~article~~Chapter. The ~~shelter supervisor~~Police Department may enter and inspect private property to enforce the provisions of this section. Failure to surrender to the ~~shelter supervisor~~Police Department upon demand ~~a dog or other~~an animal which is being impounded pursuant to this section is a misdemeanor. The ~~shelter supervisor~~Police Department shall also, as soon as reasonably possible, notify the bite victim of the rabies vaccination status of the biting ~~dog~~animal.

~~A dog or other~~An animal wearing a current license tag, impounded pursuant to the authority of this ~~article~~Chapter, shall be returned to the owner or custodian as provided by this ~~article~~Chapter when it is no longer required as evidence, ~~or if a notice that the shelter supervisor~~

~~has declared the dog or other animal dangerous has not been served on or considered to be vicious by the Police Department. Once the owner or custodian within six (6) is notified the animal is to be returned, he/she has six working days after, not including the impoundment provided that, within those six (6) days, date of notification, to retrieve the owner has made application to redeem the dog or other animal.~~

~~A dog or other~~ An animal not wearing a license tag, impounded pursuant to the authority of this ~~section shall Chapter may~~ be destroyed in ~~a humane manner~~ accordance with applicable state and federal laws, if, within six ~~(6)~~ business days after being impounded, not including the date of impoundment, the owner has failed to make application to redeem the ~~dog or other~~ animal. If, within six ~~(6)~~ business days after being impounded, not including the date of impoundment, the owner has applied to redeem the ~~dog or other~~ animal, then the ~~dog or other~~ animal shall be returned to the owner as provided by this ~~article~~ Chapter, or when it is no longer required as evidence, ~~or if a notice that the shelter supervisor has declared the dog or other animal dangerous has not been served on the owner within six (6) days of the filing of the application to redeem the dog or other animal, or considered to be vicious by the Police Department, and the owner has also satisfied all licensing requirements.~~

~~B. (b)~~ In lieu of impound, the ~~shelter supervisor~~ Police Department may permit the ~~dog or other~~ animal to be confined at the owner's or custodian's expense in a licensed ~~dog~~ kennel or veterinary facility approved by the ~~shelter supervisor~~ Police Department, or at the owner's or custodian's residence, provided that the owner or custodian:

~~(1.)~~ Shall not remove the ~~dog or other~~ animal from the kennel; or veterinary facility ~~or residence~~ without the prior written approval of the ~~shelter supervisor~~ Police Department.

~~(2.)~~ Shall make the ~~dog or other~~ animal available for observation and inspection by the ~~shelter supervisor or members of law enforcement or their authorized representatives~~ Police Department.

~~C. (c)~~ The ~~shelter supervisor~~ Police Department may have ~~a dog or other~~ an animal impounded or confined as provided in ~~subsection A(a) or B of this section (b) above,~~ permanently identified by means of photo identification prior to release from impound or confinement. ~~(Ord. 1726, 11-6-2007)~~

5-2.16:14 NOTICE TO OWNER OF IMPOUNDMENT:

LICENSED ANIMAL: Within two (2) days after ~~a dog or other~~ an animal which is wearing a license tag is impounded, the ~~shelter supervisor shall mail a notice of the impounding to~~ Police Department shall contact the owner by phone or in person at the address shown on the application for the license ~~which is on file with the shelter supervisor,~~ and advise the owner of the procedure whereby he ~~or~~ /she may apply to regain custody of the ~~dog or other~~ animal. ~~(Ord. 1726, 11-6-2007)~~ If the owner cannot be contacted with the first two (2) days of impoundment, the Police Department shall mail a written notice of the impoundment to the mailing address on file for the owner.

5-2.17:15 REDEMPTION OF IMPOUNDED ~~DOGS OR OTHER~~ ANIMALS:

~~A. (a)~~ The owner of any ~~dog or other~~ animal impounded, other than pursuant to this ~~article~~Chapter, may redeem the ~~dog or other~~ animal at any time prior to its ~~sale~~adoption, transfer to an animal rescue, or destruction. ~~A person~~The owner desiring to redeem ~~a dog or other an~~ animal shall deliver to the ~~shelter supervisor~~Police Department an application for redemption and a statement in a form prescribed by the ~~shelter supervisor~~Police Department which shall contain a description of the ~~dog or other~~ animal to be redeemed, the name and address of the ~~claimant~~owner, and the statement that he or she is the owner of the ~~dog or other~~ animal. The ~~shelter supervisor~~Police Department shall issue to ~~such person~~the owner a written statement containing the name and address of the ~~claimant~~owner, a description of the ~~dog or other~~ animal redeemed, the date on which the ~~dog or other~~ animal was impounded, and the accrued fees to be paid by owner, and said statement shall serve as a certificate of redemption and receipt for the fees paid.

~~B. (b)~~ The owner of any ~~dog or other~~ animal impounded pursuant to this ~~article~~Chapter may redeem the ~~dog or other~~ animal pursuant to ~~subsection A of this section~~(a) above only after six ~~(6)~~ days from impoundment if he or she has not received notice that the ~~dog or other~~ animal has been declared a dangerous animal and of the right to a hearing pursuant to this ~~article~~Chapter or if, after a hearing, an order is made to return the ~~dog or other~~ animal to the owner. ~~(Ord. 1726, 11-6-2007)~~

5-2.18:16 FEES FOR IMPOUNDING:

AND KEEPING LICENSABLE ANIMALS: The owner of ~~a dog~~an animal which has been impounded shall pay to the ~~shelter supervisor~~Police Department an impounding fee and shall also pay a fee for keeping said ~~dog~~animal for each day, or portion thereof, ~~that~~which said ~~dog~~animal has been impounded. The owner of an animal other than a dog, which has been impounded, shall also pay an impoundment fee and a fee per day for keeping said animal unless the amount required to keep the animal is higher in which case the owner shall pay the actual cost of keeping the animal. The owner may also be charged for actual costs of veterinarian fees, medications and vaccinations associated with the care of their animal while said animal is under the care and custody of the Police Department. Impoundment ~~fees and the associated fees per day for keeping animals~~ will be set by Resolution of the City Council as adopted ~~from time to time.~~ ~~(Ord. 1726, 11-6-2007)~~in a fee schedule.

5-2.19: ~~SALE~~17 ADOPTION, RESCUE, AND/OR DESTRUCTION OF IMPOUNDED ~~DOGS AND OTHER~~ ANIMALS ~~WEARING TAGS~~:

~~A. (a)~~ Unless ~~a dog or other an~~ animal ~~wearing a license tag~~ has been ~~redeemed~~claimed within six (6) days after being impounded, ~~not including the date of impoundment~~, or unless it is being held for evidence in a hearing pursuant to Sections 5-2.29 through 5-2.33 of this Article, it may be ~~sold~~made available for adoption or rescue by the ~~shelter supervisor~~Police Department to ~~the~~ a person other than the owner ~~offering to pay the highest cash amount therefor.~~ No animal which has been declared a dangerous

animal pursuant to Sections 5-2.29 through 5-2.33 of this Article shall be ~~sold~~made available for adoption or rescue pursuant to this section nor shall any ~~dog or other~~ animal which has been impounded pursuant to Section 5-2.15 ~~of this article~~ and subsequently found not dangerous but improperly trained, handled, or maintained be ~~sold except to a person who is willing to properly train, handle and maintain the dog~~made available for adoption or other animal, as determined by the shelter supervisor.rescue.

- ~~B. Unless a dog or other animal wearing a license tag has been redeemed within six (6) business days after being impounded or unless it is being held for evidence in a hearing pursuant to sections 5-2.29 through 5-2.33 of this article, and it has not been sold pursuant to subsection A of this section, it may be destroyed by the shelter supervisor in a humane manner. A dog or other animal not wearing a license tag impounded pursuant to section 5-2.15 of this article shall be humanely destroyed by the shelter supervisor if, within six (6) days after it is impounded, the owner has failed to make application to redeem the dog or other animal.~~
- ~~C. If the owner of a dog or other animal gives permission in writing to do so, the dog or other animal may be sold or destroyed at any time after it is delivered to the shelter, provided that no dog or other animal pursuant to sections 5-2.29 through 5-2.33 of this article shall be sold even with the permission of the owner. (Ord. 1726, 11-6-2007)~~

~~5-2.20: SALE AND DESTRUCTION OF IMPOUNDED DOGS AND OTHER ANIMALS NOT WEARING TAGS:~~

- ~~A. Unless a dog or other animal which is not wearing a license tag has been redeemed within six (6) business days after being impounded or unless it is being held for evidence in a hearing pursuant to sections 5-2.29 through 5-2.33 of this article, it may be sold by the shelter supervisor to the person offering to pay the highest cash amount therefor. But no dog or other animal not wearing a license tag impounded pursuant to section 5-2.15 of this article, for which no application for redemption has been made by the owner, shall be sold pursuant to this section.~~
- ~~B. If any impounded dog or other animal which is not wearing a license tag has not been redeemed within six (6) business days after being impounded or unless it is being held for evidence in a hearing pursuant to sections 5-2.29 through 5-2.33 of this article, and it has not been sold pursuant to subsection A of this section, it may be destroyed by the shelter supervisor in a humane manner. A dog or other animal not wearing a license tag impounded pursuant to section 5-2.15 of this article shall be destroyed by the shelter supervisor in a humane manner if, within six (6) business days after it is impounded, the owner has failed to make application to redeem the dog or other animal.~~
- ~~C. If the owner of a dog or other animal given permission in writing to do so, the dog or other animal may be sold or destroyed in accordance with subsections A and B of this section at any time after it is delivered to the shelter. (Ord. 1726, 11-6-2007)~~

~~5-2.21: SALE OF IMPOUNDED DOGS:~~

(b) An animal may be humanely destroyed in accordance with state laws by the Police Department if within six (6) days of impoundment, not including the date of impoundment, the owner has failed to make an application to claim the animal.

(c) All animals coming into the jurisdiction of the Police Department animal control unit shall be screened for a license tag, microchip, or any other means of locating the owner. After all efforts have been made to locate the owner, the animal will be handled pursuant to (a) and (b) above.

(d) All animals voluntarily surrendered by their owner will be handled in accordance with (a) and (b) above.

(e) When a dog is sold by the shelter supervisor an animal is adopted pursuant to the provisions of this articleChapter, the shelter supervisorPolice Department shall deliver to the purchaser of person adopting said doganimal a statement in writingcontract containing a description of the doganimal, the date of sale,transfer, and the terms of the adoption and the amount of the purchase price. All sales shall convey a good and valid title to the purchaser, and the fees paid. Upon the proper adoption of an animal, the previous owner of the doganimal shall thereafter be barred from all rightright to recover said dog. (Ord. 1726, 11-6-2007)the animal.

5-2.22:18 LICENSING IMPOUNDED DOGS:

A.—ANIMALS: The shelter supervisorPolice Department shall not release an unlicensed dogany licensable animal to its owner or sell an unlicensed dog to any person who resides in the city, unless the owner or purchaser, respectively, signs an agreement that he or she will secure the required license within ten (10) days after he or she is given possession of the dog and pays a deposit in an amount set by the city council by resolution. Said deposit shall be refundable to the owner if the owner submits evidence of compliance with this section. It shall be unlawful to fail to secure said license within said ten (10) day period. If the owner or purchaser fails to secure said license within said ten (10) day period, he shall be required to return the dog to the shelter supervisor, and the dog may be impounded.

B.—The shelter supervisor shall not release to the owner or purchaser any dog whose license has been revoked after a hearing pursuant to this article unless the owner or purchaser shows proof that he or she has enrolled the dog in a class to retrain the dog or proof that he or she is qualified to retrain the dog and the owner or purchaser signs an agreement that, until the dog is retrained as evidenced by a certificate of successful completion of the training program, it will be securely confined when not under the immediate control of a responsible attendant and that he or she will secure the required license within ten (10) days after he or she is given possession of the dog. It shall be unlawful for the owner or purchaser to not keep the dog securely confined as agreed and to fail to secure said license within said ten (10) day period and any dog which is not so confined or for which said license is not secured within the required ten (10) day period shall be immediately impounded by the shelter supervisor and, without further notice, humanely destroyed or sold to a person willing to comply with the above requirements for retraining and confinement of the dog.

~~(Ord. 1726, 11-6-2007)~~such time the owner provides proof of application for license in the jurisdiction of their residence.

5-2.23:19 REMOVAL OF TAG: It shall be unlawful for any person to remove from a ~~dog,~~ without authority from the owner, any collar, harness, or other device to which is licensable animal the attached a-license tag for the current year, or to remove such tag therefrom. ~~(Ord. 1726, 11-6-2007)period.~~

5-2.24:20 DISPLAY OF TAG: It shall be unlawful for any person to refuse to show ~~the shelter supervisor or any peace officer~~Police Department employees, on request, the license certificate and/or the tag for any ~~dog~~licensable animal kept or remaining within his home or upon any enclosed on the premises under his immediate~~their~~ control. ~~(Ord. 1726, 11-6-2007)~~

5-2.25:21 KEEPING DANGEROUS ~~DOGS OR OTHER~~ ANIMALS: It shall be unlawful for a person to keep a dangerous dog or other~~an~~ animal. Any dog which has been found to be a dangerous or vicious animal pursuant to this article, or the ordinance code of any other county or city or pursuant to any state statute, shall be conclusively presumed to be dangerous. ~~(Ord. 1726, 11-6-2007)Chapter, or any other jurisdiction.~~

5-2.26:22 INTERFERENCE WITH HIGHWAYS:

It shall be unlawful for the owner to allow or permit a ~~dog~~any animal to habitually or repeatedly attack, chase, molest or frighten pedestrians, cyclists, vehicles or other users of the public highways. ~~(Ord. 1726, 11-6-2007)right of ways or roadways.~~

5-2.27: ~~DOGS RUNNING~~23 PERMITTING ANIMALS TO RUN AT LARGE UNLAWFUL:

: It shall be unlawful for the owner or other person in lawful possession or control of a ~~dog~~an animal to allow or permit the ~~dog~~animal to run at large in any public park, public square, school or school grounds in any area of the city; or upon any upon any property, whether public or private, except with the consent of the property owner, where or in a park or other area designated specifically for such property is located within the city limits.activity. Every ~~dog~~animal found running at large in violation of the provisions of this section shall~~may~~ be seized and impounded. ~~(Ord. 1726, 11-6-2007) and/or the responsible person may be issued a citation for said violation.~~

5-2.28:5-2.24 LEASH REQUIREMENTS: It shall be unlawful for the owner or handler in lawful possession or control of a dog to walk the dog on any public place or right-of-way without the dog being secured or tethered by a fixed length leash not to exceed six (6) feet, and the number of dogs shall not exceed the number of dogs the owner or handler can reasonably and safely control and in no circumstance shall the number of dogs exceed three (3).

5-2.25 BARKING DOGS: It shall be unlawful for any owner or caretaker of a dog to keep said dog in the city, limits which ~~dog shall~~ by loud or excessive barking, howling, whining, crying, yelping, or making any other noise disturb~~disturbs~~ the comfort or quiet, or peace of any neighborhood or any person; at any time, provided that said~~the~~ owner has been made aware of the disturbance created by the dog. ~~(Ord. 1726, 11-6-2007)Police Department.~~

Article III

ANIMAL KEEPING

Sections:

- 5-3.1 Keeping of Animals
- 5-3.2 Animal Care, Control, and Subsistence
- 5-3.3 Annexations - Compliance/Transition Period
- 5-3.4 Animals in City Buildings and Vehicles
- 5-3.5 Control and Seizure of Diseased Animals
- 5-3.6 Cruelty to Animals Prohibited
- 5-3.7 Abandonment of Animals Prohibited
- 5-3.8 Killing/Butchering/Processing of Animals or Fowl
- 5-3.9 Public Nuisance
- 5-3.10 Nuisance - Inspection for Same
- 5-3.11 Hearing to Determine if Animal Is Dangerous
- 5-3.12 Hearing - Conduct
- 5-3.13 Hearing - Decision and Disposition of Animal

5-3.1 KEEPING OF ANIMALS:

Animal keeping is allowed as an accessory use to a primary residential use. Animals may be kept in compliance with the following standards:

- (a) Residential Household Pets. Household pets such as domestic dogs, cats, birds, or other small animals ordinarily permitted inside of a dwelling and kept only for the company and pleasure provided to the occupants shall be permitted. Chickens may be allowed within certain residential zones subject to the conditions specified herein. Household pets shall not include horses, cows, goats, sheep or other equine, bovine, ovine or ruminant animals, pigs, chickens, ducks, geese, turkeys, game birds or fowl which normally constitute an agricultural use. At no time shall the combined number of animals kept exceed seven (7) animals. At no time shall the number of cats, dogs, or chickens exceed three (3) animals. It shall be unlawful to possess a combination of animals kept to exceed seven (7) residential household pets.
- (b) Keeping of Chickens in Residential Areas: It is unlawful for any person to keep or maintain within single-family residential uses any chickens, except as follows:
 - (1) A total of not more than three chicken hens may be kept and maintained in a clean and sanitary environment.
 - (2) No part of any structure (i.e. coop) shall be located less than thirty feet from any residence, other than a residence owned and occupied by the person owning or in possession of such chickens. Further, the keeping of chickens shall not create a health or nuisance problem.
 - (3) The permissive keeping of chickens shall be subject to the following minimum standards:

- (i) All chickens shall be kept in an area which is fenced so as to prevent the chickens from roaming, and such fenced area shall be wholly located within the rear yard of the site where the chickens are kept.
 - (ii) Within the fenced area, a shelter shall be provided of sufficient size to provide cover for the chickens kept on the parcel.
 - (iii) Enclosure areas shall be of sufficient size to provide adequate and proper housing so as to prevent overcrowding.
 - (iv) Roosters are expressly prohibited.
- (c) Agricultural Animals. The keeping of horses, cows, goats, sheep or other equine, bovine, ovine or ruminant animals is permitted in the AC and RR zone districts on lots one-half (0.5) acre or greater and on lots two (2) acres or larger developed as a single family residential use, subject to Zoning Administrator approval, as long as the number of animals does not exceed one (1) per fifteen thousand (15,000) square feet of lot area. The keeping of chickens, ducks, geese, turkeys, game birds or fowl is permitted with the total number not to exceed twelve (12) birds per gross acre. The raising of pigs is permitted in conjunction with an FFA or 4-H project for any recognized Fair, the limit being one (1) animal per student residing on the property. All animals other than household pets shall be housed or penned at a minimum distance of thirty-five (35) feet from property lines and fifty (50) feet from any residence. All areas and structures used in conjunction with the keeping of animals other than household pets shall be maintained and cleaned so as not to present a public hazard or nuisance.
- (d) Except as permitted in sections (b) and (c) above, it is unlawful for any person to keep, maintain or permit to be maintained bees, swine, llamas, roosters, chickens, pigeons, turkeys, pea fowl, water fowl, ostriches and other "Ratitae," or livestock on any premises within the city. In addition, predatory, wild, or endangered animals are not allowed within the city.
- (e) The offspring of any permitted animal may be kept until weaned, as long as they do not exceed the total number of animals allowed herein.
- (f) The keeping of animals for commercial purposes shall not violate the provisions of Chapter 21 of the City of Porterville Municipal Code, which regulates kennels, pet stores, veterinary services, and animal raising.

5-3.2 ANIMAL CARE, CONTROL, AND SUBSISTENCE:

The following section provides the minimal requirements for the care and harboring of animals within the city limits. Nothing in this section is intended to conflict with any provision of Chapter 21 of the Porterville Municipal Code.

(a) Sanitary Enclosure Requirements:

- (1) All premises, enclosures, or structures used, or intended to be used, for the harboring of animals must be cleaned and kept reasonably free of debris, refuse, manure,

excreta, or like material as often as may be necessary to comply with the provisions of this section.

(2) The floor of any premises, enclosure, or structure used for the keeping of animals must be smooth and tight to prevent the accumulation of water, debris, refuse, manure, excreta, or like material. A wire floor may be used if appropriate for the type of animal being harbored and if maintained to prevent injury to the animal.

(3) Evidence of unsanitary or substandard maintenance of the premises, enclosure, or structure may include, but not be limited to, the following:

(i) the accumulation of debris, refuse, manure, excreta, or other like material upon any surface within any such premises, enclosure, or structure used, or intended to be used, for the housing of such animals;

(ii) any reasonably obnoxious odor or allergen arising from any condition existing within the premises, enclosure, or structure used or intended to be used for the housing of such animals, and

(iii) the presence of numerous flies or fly larvae in the vicinity.

(b) Enclosure, Structure, Shading Requirements:

(1) All animals must have adequate enclosures, structures, or alternate forms of shading to allow an animal maintained outdoors to:

(i) protect itself from the direct rays of the sun when the sunlight is likely to cause overheating or discomfort; and

(ii) remain dry during the rain or other wet conditions.

(2) The enclosure, structure, or shading must be accessible to the animal at all times.

(3) The enclosure or structure must be situated to prevent exposing the animal to:

(i) unreasonably loud noise; and/or

(ii) teasing, harassment, abuse, or injury by another animal or person.

(4) If the animal is confined in an enclosure or structure, the enclosure or structure must be:

(i) of adequate size inside and outside the enclosure or structure to allow the animal to stand, sit, turn around freely, or lie down in a normal position, relieve itself away from its confinement, and safely interact with any other animal;

(ii) adequately lighted to provide regular lighting cycles of natural or artificial light uniformly diffused throughout the shelter, and sufficient illumination for routine inspections and maintenance of the animal; and

- (iii) supplied with clean and dry bedding material or other means of protection from the weather elements to maintain the shelter at a temperature that is not harmful to the health of the animal.

(c) Water Requirements:

- (1) All animals must have access to clean potable water at all times unless restricted for veterinary care. If the water is kept in a container, the container must be designed to prevent tipping and spilling of the water or be secured to a solid structure, object or the ground.
- (2) Water containers must be clean and must be emptied and refilled with fresh water as necessary to maintain cleanliness or, alternatively, if the water is provided by an automatic or demand device, the water supply connected to the device must be functional at all times.

(d) Food and Feeding Requirements:

- (1) All animals must be provided food that is wholesome and be of sufficient quantity and nutritive value to maintain a healthy body weight and meet the normal daily requirements for the condition and size of the animal.
- (2) The food receptacles must be accessible to the animal and be placed in a location to minimize contamination from excreta and insects. Feeding pans must be durable and kept clean. Disposable food receptacles may be used and must be discarded after each feeding. Self-feeders may be used for dry food and must be sanitized regularly to prevent molding, deterioration, or the dense compaction of food.
- (3) Spoiled or contaminated animal food must be disposed of in a sanitary manner.

(e) Veterinary Treatment Requirement: All animals must receive veterinary treatment from a veterinarian licensed by the State of California when such treatment is necessary to alleviate the animal's apparent suffering or prevent the transmission of disease.

(f) Exercise Requirements: All animals must be provided the opportunity to exercise in order to maintain normal muscle tone and mass for the age, size, and condition of the animal.

(g) Transportation Requirements: All animals must be handled, moved, or shipped in a manner to ensure the health and safety and overall comfort of the animal.

(h) Refuse Container Requirements: Any debris, refuse, manure, excreta, or other like material conducive to the breeding of flies or that creates a reasonably obnoxious odor must be placed in a fly-proofed container until the material is removed from the premises or buried under the soil surface as fertilizer.

(i) Food Storage Containers: All grain or cereal intended for use as food for animals must be kept in containers with tightly fitted covers or other containers constructed to keep out vermin and wild animals.

(j) Disposal of Deceased Animals:

- (1) Upon the death of any animal, the owner or person in charge thereof shall provide for the burial, incineration or other disposition of the body of such animal in a manner not likely to result in an unsanitary condition. It shall be unlawful to dispose of any dead animal in any trash or garbage receptacle, whether public or private, to be hauled and carried into the general municipal solid waste stream. If the owner or person in charge of any dead animal is unable to provide for burial or other disposition, he/she may request the Police Department to remove and dispose of the body of such animal for a fee as set forth by a Resolution of the City Council in a fee schedule.
- (2) Upon learning that the body of a dead animal has not been disposed of in a safe and sanitary manner, the Police Department may remove and dispose of such body immediately. The owner or person who had legal custody of such animal at the time of removal shall, immediately upon City's demand for payment, pay the Police Department for costs incurred as established by a Resolution of the City Council in a fee schedule.

5-3.3 ANNEXATIONS - COMPLIANCE/TRANSITION PERIOD: Prohibited animals brought into the city limits as the result of a property annexation may be maintained on the annexed property for a maximum transitional period of 365 days from the date of annexation as long as the animals in question can legally be owned or possessed by law, are not classified as or presumed to be dangerous, and are in compliance with the ordinances of the County of Tulare at the time of annexation. Subsequent to the transitional period, the animals/property must be brought into compliance with the ordinances of the City of Porterville.

5-3.4 ANIMALS IN CITY BUILDINGS AND VEHICLES:

- (a) It shall be unlawful for any person charged with the care of any animal or animals to cause or permit such animal to enter or remain in City-owned or City-managed buildings other than a building used for the purpose of care, detention, control, or treatment of animals, or a building used for training classes, shows, or exhibitions. This subsection shall not apply to persons using service animals.
- (b) It shall be unlawful for any person, other than an individual actually in the process of working a dog or other animal for ranching purposes, to transport or carry the animal in a motor vehicle on any public highway, public roadway, or lot open to the public unless the animal is safely enclosed within the vehicle or secured by means of a container, cage or other device which will prevent the animal from falling from, jumping from, or being thrown from the motor vehicle. Dogs riding in the open area of a truck must be either in a secured cage or cross-tied to the truck.
- (c) It shall be unlawful for any person to leave any dog or other animal in a vehicle or other enclosure without adequate ventilation or in such a manner as to subject the animal to extreme temperatures which may adversely affect the health or well-being of the animal.

5-3.5 CONTROL AND SEIZURE OF DISEASED ANIMALS:

(a) It shall be unlawful for any person owning or having charge of any animal which that person knows to be infected with any disease transmittable to humans or detrimental to other animals to permit such animal to remain within the city limits other than at an approved veterinary hospital unless the Police Department or other appropriate authority approves an alternative means of confinement.

(b) The Police Department is authorized to seize any animal reasonably believed to be infected with disease transmittable to humans or detrimental to other animals.

5-3.6 CRUELTY TO ANIMALS PROHIBITED: It shall be unlawful for any person to engage in any activity likely to cause harm or maliciously, willfully, or recklessly kill, maim, wound, mutilate, torment, torture or physically abuse any animal as defined in Section 597 of the California Penal Code.

5-3.7 ABANDONMENT OF ANIMALS PROHIBITED: It shall be unlawful to abandon any animal within the city limits. "Abandonment," as used herein, refers to acts clearly indicating intent on the part of an owner or person in control of an animal to permanently relinquish control over the animal.

5-3.8 KILLING/BUTCHERING/PROCESSING OF ANIMALS OR FOWL: It shall be unlawful to kill, slaughter, or sacrifice any game animal or fowl inside the city limits of Porterville within the public view except on the premises or within the confines of establishments licensed for that purpose or within the confines of a recognized/licensed teaching institution as part of a curriculum. This section does not apply to Police Department employees acting in the capacity of animal control duties.

5-3.9 PUBLIC NUISANCE:

(a) It is declared to be a nuisance, and it shall be unlawful, for any person owning or having control or custody of any animal to do any of the following:

(1) permit an animal to defecate or urinate on any privately owned or occupied property other than that of the owner or the person having control of the animal;

(2) permit an animal to defecate on public property without immediately cleaning or removing the excrement to a proper receptacle;

(3) permit unsanitary conditions to exist on any premises where an animal is kept which would cause foul or obnoxious odors, attract flies or vermin or otherwise threaten public health and safety; or

(4) cause or permit any animal to run or wander on any public property or privately owned or occupied property or premise without the consent of the owner or occupant of the property.

(b) If an unaltered animal is determined to be a nuisance pursuant to this subsection, upon a second offense the owner may be required to have the animal altered.

- (c) The owner or person in control of an animal that has been determined to be a nuisance on a second or subsequent occasion maybe required to have a microchip inserted into the animal for identification purposes. In such instances, the microchip must be implanted by a licensed veterinarian within twenty (20) days of being classified as a nuisance for a second or subsequent offense and shall be at the expense of the owner or person in control of the animal. The owner or person in control of the animal shall provide the Police Department with a certificate of completion and provide the information listed on the microchip, which will be included in the licensing record for that animal.
- (d) Any Police Department employee acting in the capacity of animal control may seize and impound any animal causing a public nuisance.
- (e) Any private person may maintain an action under Civil Code Section 3493 for enforcement of this Chapter declaring certain acts a public nuisance, if such acts are especially injurious to such person.

5-3.10 NUISANCE – INSPECTION FOR SAME:

- (a) The Police Department may enter upon any yard, lot, or parcel of land for the purpose of investigating animal-related nuisances.
- (b) If the investigating officer has reason to believe a nuisance exists, he/she may serve written notice of correction to the person or persons owning or having control of, or acting as agent for, leasing or occupying such premises, to abate or remove such nuisance within forty-eight (48) hours or other reasonable time as stated in the notice. Such notice shall be served personally or, where the person responsible for such nuisance cannot be located, by posting the notice in a conspicuous place on the front door or entranceway.
- (c) It shall be unlawful for any person to knowingly, willfully, or negligently fail to abate the nuisance alleged in the notice or fail to contest the allegations in the notice within forty-eight (48) hours (or other time as specified in the notice) following receipt or knowledge of same.
- (d) Where the person upon whom the abatement notice is required to be served under subsection (b) has been properly served but does not abate the nuisance within the time specified in the notice, the Police Department shall have the authority to do the following:
 - (1) Where the nuisance is caused by an at-large animal, a wild or exotic animal or a dangerous animal, the Police Department may follow the procedures relating to seizure and impoundment.
 - (2) Where the nuisance is in the nature of noise or odors and is caused by an animal or animals by animal waste or other conditions on the premises that are the result of the keeping of the animals, the Police Department may abate the nuisance by substantially following the notice, hearing, and the abatement procedure. Cost recovery procedures

will follow the same as set forth in the impoundment recovery procedures defined in this Chapter pursuant to a fee schedule adopted by Resolution of the City Council.

5-3.11 HEARING TO DETERMINE IF ANIMAL IS DANGEROUS:

~~A.(a)~~ The ~~field officers shall~~Police Department may declare any ~~dog or other~~ animal to be ~~a dangerous animal~~ whenever it has attacked, bitten or caused injury to any human being or other animal, or where there is evidence that ~~a dog or animal~~ has acted in a threatening manner towards any human being, ~~a dog or~~ has exhibited characteristics of being trained for fighting or attacking, ~~or there is other evidence to show such training or fighting.~~ Within two (2) days after ~~a dog or other~~an animal, which is wearing a license tag or can otherwise be identified, is impounded pursuant to this ~~article~~section, the ~~shelter supervisor~~Police Department shall ~~mail a serve~~ notice of the finding to the owner of record via registered mail or deliver the same in person, advising the owner that the ~~dog or other~~ animal is dangerous and of the owner's right to a hearing on the issue of whether or not the animal is dangerous.

~~B.(b)~~ The owner of an animal confined or impounded pursuant to this ~~article~~section may, within the six (6) day time period ~~provided for, not including the date of impound, provide~~ application for redemption of the ~~dog or other~~ animal, ~~request~~requesting a hearing to determine whether or not the ~~dog or other~~ animal is ~~a dangerous animal~~. ~~Requests must be received by the shelter supervisor no more than six (6) days after impoundment.~~

~~C.(c)~~ When a hearing is requested pursuant to subsection ~~B of this section~~(b) above, a date and time for such a hearing shall be set, and notice thereof shall be ~~sent by regular mail at least five (5) business days, including Saturday, before such date~~served to all involved parties including, but not limited to, the owner at the address set forth on his or her request, witness(es), and shall notify the victim of such hearing. (Ord. 1726, 11-6-2007)(s) within five (5) business days.

5-2.30: 3.12 HEARING - CONDUCT:

~~A.(a)~~ A hearing requested in accordance with this ~~article~~Chapter shall be conducted before ~~the director or~~ a person appointed by the Chief of Police to serve as a hearing officer ~~by the director.~~

~~B.(b)~~ The hearing shall be open to the public. The animal owner may be represented by ~~counsel~~an attorney. The hearing officer shall hear all pertinent evidence offered by ~~all~~any interested persons. The technical rules of evidence shall not be applicable to the hearing, except that the hearing officer's decision may not be based ~~wholly~~solely on hearsay evidence. All persons giving evidence shall be sworn in before testifying. ~~The owner may employ a shorthand reporter to report the~~ The hearing will be recorded electronically by an uninvolved member of the Police Department. Copies of the hearing recording will be provided to the involved parties upon request.

~~C.-(c)~~ Any ~~dog or other~~ animal which has attacked, bitten, or caused injury to a human being or other animal is presumed to be dangerous and the burden is on the owner to present evidence that the animal is not dangerous.

~~D.-(d)~~ In making a determination that ~~a dog or other~~ animal is or is not dangerous, evidence of the following shall be considered:

- ~~(1.-)~~ any previous history of the ~~dog or other~~ animal attacking, biting, or causing injury to a human being or other animal;
- ~~(2.-)~~ the nature and extent of injuries inflicted and the number of victims involved;
- ~~(3.-)~~ the place where the bite, attack, or injury occurred;
- ~~(4.-)~~ the presence or absence of any provocation for the bite, attack, or injury;
- ~~(5.-)~~ the extent to which property has been damaged or destroyed;
- ~~(6.-)~~ whether the ~~dog or other~~ animal exhibits any characteristics of being trained for fighting or ~~attacking~~ attack or other evidence to show such training or fighting;
- ~~(7.-)~~ whether the dog or other animal exhibits characteristics of aggressive or unpredictable temperament or behavior in the presence of human beings or ~~dogs or other~~ animals;
- ~~(8.-)~~ whether the ~~dog or other~~ animal can be effectively trained or ~~retrained~~ re-trained to change its temperament or behavior;
- ~~(9.-)~~ the manner in which the ~~dog or other~~ animal had been maintained by its owner or custodian;
- ~~(10.-)~~ any other relevant evidence concerning the maintenance of the ~~dog or other~~ animal;
- ~~(11.-)~~ any other relevant evidence regarding the ability of the owner or custodian to protect the public safety in the future if the ~~dog~~ animal is permitted to remain in the city; and

~~(12.-)~~ any other relevant evidence concerning the characteristics or behavior of the ~~dog~~ animal, or concerning the circumstances of the incident. ~~(Ord. 1726, 11-6-2007)~~

5-2.31: 3.13 HEARING - DECISION AND DISPOSITION OF ANIMAL:

~~A.-(a)~~ At the conclusion of the hearing, the hearing officer may determine:

- ~~(1.-)~~ that the ~~dog or other~~ animal is not a dangerous ~~animal~~ and should be returned to its owner; or
- ~~(2.-)~~ that the ~~dog or other~~ animal is not dangerous but that the attack, bite, or injury was the result of improper or negligent training, handling, or maintenance ~~and; or~~ or
- ~~(3)~~ that the ~~license or animal permit should be revoked; or~~

3. ~~That the dog or other animal is a dangerous animal and that it should be humanely destroyed no sooner than the sixth business day after all appeal processes have been exhausted following the mailing of notice receipt of the hearing officer's decision.~~

~~B. (b) If it is determined that the animal is not dangerous, but that the bite, attack, or injury was the result of improper or negligent training, handling, or maintenance and the owner is unable or unwilling to properly train, handle, or maintain the animal and that a similar incident is likely to occur in the future without proper training, handling, or maintenance, the animal may be destroyed.~~

~~(c) If it is determined that the animal is not dangerous, but that the bite, attack, or injury was the result of improper or negligent training, handling or maintenance, but also that the owner is able and willing to properly train, handle, or maintain the animal and that similar incident is not likely to occur in the future with proper training, handling and maintenance, the animal may be returned to the owner with documentation of how to prevent future incidents.~~

~~(d) The decision of the hearing officer shall be in writing and shall be delivered personally to the owner or mailed to him or her by regular certified mail at the address appearing on the request for hearing.~~

~~C. (e) The owner may, within ten (10) days of the mailing receipt of the hearing officer's officer's written decision to the owner, appeal the hearing officer's decision to the Tulare County Superior Court pursuant to California Code of Civil Procedure Section 1094.6. (Ord. 1726, 11-6-2007) The Police Department will be notified by the owner of the appeal in writing on the same date as the appeal was filed.~~

~~5-2.32: DISPOSITION OF DANGEROUS ANIMAL:~~

~~A. It shall be unlawful for any person to own, possess, harbor or keep any dog or other animal declared to be dangerous.~~

~~B. Any dog or other animal declared to be dangerous, if not already impounded, shall be immediately surrendered to the shelter supervisor, and it is the duty of the shelter supervisor to take up and impound any such dog or other animal.~~

~~C. Any dog or other animal declared to be a dangerous animal shall be humanely destroyed as permitted pursuant to this article or otherwise prescribed by law. (Ord. 1726, 11-6-2007)~~

~~5-2.33: DOG OR OTHER ANIMAL DECLARED NOT DANGEROUS:~~

~~A. If it is determined that the dog or other animal is not dangerous, but that the bite, attack, injury, or other behavior was the result of improper or negligent training, handling or maintenance, the dog license or animal permit shall be revoked.~~

~~B. The dog license or animal permit may be reissued with reasonable terms, conditions or restrictions imposed for the training, handling or maintenance of the dog or other animal to~~

protect the public health, safety and welfare only if it is determined that the owner or custodian is able and willing to properly train, handle or maintain the dog or other animal and a similar incident is not likely to occur in the future with proper training, handling or maintenance.

C. ~~If it is determined that the dog or other animal is not dangerous, but that the bite, attack or injury was the result of improper or negligent training, handling or maintenance and that the owner is unable or unwilling to properly train, handle or maintain the dog or other animal and that a similar incident is not likely to occur in the future with proper training, handling or maintenance, the dog or other animal will be disposed of pursuant to section 5-2.32 of this article. (Ord. 1726, 11-6-2007)~~

Article ~~III~~ IV

KENNELS

Sections:

- ~~5-34.1~~ — ~~Definition~~ Kennel Defined
- ~~5-34.2~~ Kennel Permit and Application Fee
- ~~5-34.3~~ Vaccination Certificate Required
- ~~5-34.4~~ Preliminary Inspection
- ~~5-34.5~~ ~~Permit~~License
- ~~5-34.6~~ Term of Permit
- ~~5-34.7~~ ~~Permit Time Limit Expired;~~ Delinquent Penalties, Securing Individual Licenses if Kennel Permit Denied, Time Limits
- ~~5-34.8~~ ~~Dogs Running At Large Unlawful~~
- ~~5-3.9~~ — Inspection of Kennel
- ~~5-3.10~~ — ~~Vaccination~~4.9 Delivery of Additional Dogs
- ~~5-3.11~~ — Vaccination Certificates to Purchasers
- ~~5-3.12~~ — 4.10 Effect of Revocation of Kennel Permit

5-3.1: DEFINITION:

The term "kennel", as used in this chapter, means a building or enclosure where five (5) or more dogs over four (4) months of age are kept. (Ord. 1726, 11-6-2007)

~~5-3.2~~5-4.1 KENNEL DEFINED: The term "kennel," as used in this Chapter, means a premises, building or enclosure where four (4) or more animals not owned by the kennel owner or operator are kept, boarded, trained, or maintained for commercial purposes for a period longer than 24 hours. The maintenance of more than two (2) animals used for breeding purposes for which compensation is received, or the parturition or rearing of more than two (2) litters in one (1) calendar year shall be a rebuttable presumption that such animals are owned or maintained for the purpose of commercial breeding and the owner and the premises shall be subject to permit and licensing requirements as established in Chapter 15 of the City of Porterville Municipal Code.

5-4.2 KENNEL PERMIT AND APPLICATION FEE: In lieu of securing the permit required by this Chapter for each of the ~~dogs~~animals in a kennel, a person owning or operating a kennel may obtain a kennel permit covering all of the ~~dogs~~animals maintained in the kennel. It shall be unlawful to fail to secure ~~either the permit required by this Chapter the permit authorized by this article.~~ The application for a kennel permit shall be filed with the ~~shelter supervisor on Police Department, along with a copy of a form prescribed by him/her.~~ valid City business license. The fees for kennel permits shall be set by Resolution of the City Council ~~as adopted from time to time.~~ (Ord. 1726, 11-6-2007) in a fee schedule.

5-4.3.3: VACCINATION CERTIFICATE REQUIRED: The ~~shelter supervisor~~Police Department shall not issue a kennel permit unless the person applying for the permit files ~~with him~~a certificate or certificates signed by a licensed veterinarian showing that all of the ~~dogs~~animals in the kennel which are over four (4) months of age have been vaccinated against rabies and which indicates that the period of time elapsing from the dates of the vaccinations to the date of expiration of the kennel permit does not exceed thirty ~~(30-six (36)~~ months in the case of vaccination with live virus rabies vaccine or eighteen (18) months in the case of vaccination with killed virus rabies vaccine, as those types of vaccines are defined in section 2606 et seq. of Chapter 17 of the California Code of Regulations. During any period when the city of Porterville is designated as a rabies area pursuant to sections 1900—1921 of the Health and Safety Code of the State of California, no killed virus vaccine shall be used other than vaccine of bovine nerve tissue origin.

However, if one or more ~~dogs~~animals in the kennel are too ill to be vaccinated against rabies at the time the application for the kennel permit is filed with the ~~shelter supervisor~~Police Department, and the application for the kennel permit is accompanied by a certificate signed by a veterinarian which ~~so states this fact,~~ the ~~shelter supervisor shall~~Police Department may process and issue the kennel permit in compliance with this ~~article~~Chapter. The owner of the kennel shall thereafter have each such ~~dog~~animal vaccinated within thirty (30) days after the date on which it becomes well enough to be vaccinated and, ~~within ten (10) days after such dog has been vaccinated,~~ the owner of the kennel shall file the vaccination certificate with the ~~shelter supervisor.~~ ~~If satisfactory evidence is presented to the city council that~~Police Department. ~~If~~ a person holding a kennel permit has failed to have ~~a dog~~an animal vaccinated pursuant to this section, the ~~city council shall direct the shelter supervisor to~~Police Department may immediately revoke the kennel permit and ~~to~~ give the holder of the kennel permit written notice of such revocation. (Ord. 1726, 11-6-2007)

5-3.4.4 PRELIMINARY INSPECTION: The ~~shelter supervisor shall~~Police Department may inspect ~~the kennel and all kennels to~~ determine whether the ~~kennel is~~kennels are constructed and operated in such a manner as to prevent the ~~dogs~~animals confined therein from running at large. (Ord. 1726, 11-6-2007)

5-3.4.5: PERMIT:

LICENSE: If the ~~shelter supervisor~~Police Department has determined that the ~~kennel is~~kennels are constructed and operated in such a manner as to prevent ~~dogs~~animals confined therein from running at large, and if the required vaccination certificates have been filed in compliance with the

provisions of this Chapter, the ~~shelter supervisor shall~~ Police Department may issue a kennel permit to the applicant. ~~Otherwise, the shelter supervisor shall refuse to issue the kennel permit.~~ The kennel permit issued by the ~~shelter supervisor~~ Police Department shall contain a serial number, the expiration date of the permit, the address of the kennel, and such other information as the ~~shelter supervisor may require.~~ ~~The shelter supervisor shall not issue individual permit tags for the dogs in the kennel.~~ (Ord. 1726, 11-6-2007) Police Department may require.

5-34.6: TERM OF PERMIT: Kennel permits shall be issued on ~~a city fiscal year~~ an annual basis, commencing on ~~July 1~~ January 1st and ~~terminating~~ expiring on ~~the next June 30.~~ During the period from July 1 through August 31 of each year, an owner who has secured a kennel permit for his dogs for the prior fiscal year shall not be in violation of this article. (Ord. 1726, 11-6-2007) December 31st.

5-34.7: ~~PERMIT TIME LIMIT EXPIRED;~~ DELINQUENT PENALTIES:

, SECURING INDIVIDUAL LICENSES IF KENNEL PERMIT DENIED, TIME LIMITS:

Commencing on ~~September 1~~ the 1st day of January each year, the ~~shelter supervisor~~ Police Department shall collect a delinquent penalty, in addition to the regular permit fee, before issuing any kennel permit if the time limits set forth in this ~~article~~ Chapter have expired for any ~~dog~~ animal in the kennel at the time that the application for the permit is filed. The delinquent penalty shall be in an amount equal to the regular permit fee as set forth in this ~~article~~ Chapter. If an application for a kennel permit is filed before the time limits set forth in this ~~article~~ Chapter have expired, and if, after the expiration of such time limits, the ~~shelter supervisor~~ Police Department determines that a kennel permit ~~shall~~ will not be issued, the ~~shelter supervisor~~ Police Department shall send the owner of the kennel written notice that the kennel permit ~~shall~~ will not be issued. It shall be unlawful for the owner of the kennel to fail to secure individual permits for each of the ~~dogs~~ animals in the kennel, pursuant to the provisions of this Chapter, within thirty (30) days after receipt of such written notice of such violation. During the period between the date on which the application for the kennel permit is filed with the ~~shelter supervisor~~ Police Department until thirty (30) days after receipt of said written notice, the owner of the kennel shall not be in violation of this ~~article.~~ (Ord. 1726, 11-6-2007) Chapter.

5-34.8: ~~DOGS RUNNING AT LARGE UNLAWFUL:~~

~~It shall be unlawful for any person who has secured a kennel permit to allow or permit any dog in his kennel to run at large at any time. Every dog found running at large in violation of the provisions of this section shall be seized and impounded. If satisfactory evidence is presented to the city council that a person holding a kennel permit has allowed or permitted a dog housed in said kennel to run at large, the city council shall direct the shelter supervisor to immediately revoke the kennel permit and to give the holder of the kennel permit written notice of such revocation. (Ord. 1726, 11-6-2007)~~

5-3.9: INSPECTION OF KENNEL: The ~~shelter supervisor~~ Police Department may ~~from time to at any~~ time inspect any kennel for which a kennel permit has been issued. If the ~~shelter supervisor~~ Police Department determines that the kennel is not ~~constructed or being~~ operated in such a manner as to prevent the dogs confined therein from running at large, she/he shall

immediately revoke the kennel permit and give the holder of the kennel permit written notice of such revocation. (Ord. 1726, 11-6-2007)

5-3.10: VACCINATION OF ADDITIONAL DOGS:

After a kennel permit has been issued, the owner of the kennel shall thereafter have each additional dog which is maintained in said kennel vaccinated against rabies by a permitted veterinarian within thirty (30) days after he acquires ownership of the dog. However, if the dog is less than four (4) months of age when it is acquired, it shall be vaccinated within thirty (30) days after the dog becomes four (4) months of age. If a dog is too ill to be vaccinated against rabies at the time that the time limits set forth above expire, then the owner of the kennel shall thereafter have each such dog vaccinated within thirty (30) days after the date on which it becomes well enough to be vaccinated. Within ten (10) days after a dog has been vaccinated in accordance with this section, the owner of the kennel shall file the vaccination certificate with the city shelter supervisor. If satisfactory evidence is presented to the city council that a person holding a kennel permit has failed to comply with the provisions of this section, the city council shall direct the shelter supervisor to immediately revoke the kennel permit and to give the holder of the kennel permit written notice of such revocation. (Ord. 1726, 11-6-2007)the Chapter, the Police Department may revoke the kennel permit.

5-3.11:4.9 DELIVERY OF VACCINATION CERTIFICATES TO PURCHASERS:

Whenever a person holding a kennel permit sells any ~~dog~~animal in the kennel, he/she shall deliver ~~his~~a copy of the vaccination certificate for the ~~dog~~animal to the purchaser. If satisfactory evidence is presented to the ~~city council~~Police Department that a person holding a kennel permit has failed to comply with the provisions of this section, the ~~city council shall direct the shelter supervisor to immediately~~Police Department may revoke the kennel permit and to give the holder of the kennel permit written notice of such revocation. (Ord. 1726, 11-6-2007).

5-3.12:4.10 EFFECT OF REVOCATION OF KENNEL PERMIT: If the ~~shelter supervisor~~Police Department revokes a kennel permit pursuant to the provisions of this ~~article~~Chapter, it shall be unlawful for the owner of the kennel to fail to secure individual ~~dog permits~~licenses for each of the ~~dogs~~animals in the kennel, pursuant to this Chapter, within thirty (30) days after receipt of written notice of such revocation from the ~~shelter supervisor~~Police Department. Any person whose kennel permit has been revoked by the ~~shelter supervisor~~Police Department shall not be permitted to apply for a kennel permit until the next ~~ensuing fiscal~~calendar year. (Ord. 1726, 11-6-2007)

Article ~~IV~~V

RABIES CONTROL

Sections:

- 5-~~45~~.1 Application of Article
- ~~5-5-4~~.2 Animal Showing Signs of Rabies
- 5-~~45~~.3 Isolation of Rabid Animals and Clinically Suspected Rabid Animals
- 5-~~45~~.4 Animals Biting Persons; ~~Quarantine~~

5-45.5 Animals in Contact with Rabid Animals

5-45.6 Violation of Quarantine

5-45.1: APPLICATION OF ARTICLE: This ~~article~~Chapter shall be in effect only at those times when the city of Porterville is not designated as a rabies area pursuant to sections ~~1900_1921~~121575-122374 of the Health and Safety Code of the State of California. During those periods when the city of Porterville is designated as a rabies area, the provisions of said sections ~~1900_1921~~121575-122374 of the Health and Safety Code, and the rules and regulations adopted pursuant thereto, are applicable rather than the provisions of this Article. (~~Ord. 1726, 11-6-2007~~)

5-45.2: ANIMAL SHOWING SIGNS OF RABIES: Whenever the owner of an animal observes or learns that such animal shows symptoms of rabies or acts in a manner which would lead to a reasonable suspicion that it may have rabies, such person shall immediately notify the ~~shelter supervisor~~Police Department. Said person shall thereafter allow the ~~shelter supervisor~~Police Department to inspect or ~~his/her representative to make an inspection or examination of said~~examine the animal. (~~Ord. 1726, 11-6-2007~~)

5-45.3: ISOLATION OF RABID ANIMALS AND CLINICALLY SUSPECTED RABID ANIMALS: The owner of any rabid animal or clinically suspected rabid animal shall isolate the animal in strict confinement under proper care and under the observation of a veterinarian, in a kennel, veterinary hospital, or other adequate facility in a manner approved by the ~~shelter supervisor~~Police Department, and said animal shall not be destroyed or released from confinement for at least ten (10) days after the onset of symptoms suggestive of rabies and until the ~~shelter supervisor~~Police Department gives written authorization for the release of the animal, with the exception that such animal may be ~~sacrificed~~euthanized with the permission of the ~~shelter supervisor~~Police Department for the purpose of a laboratory examination for rabies using the fluorescent rabies antibody test in an approved public health laboratory. (~~Ord. 1726, 11-6-2007~~)

5-5.4.4: ANIMALS BITING PERSONS; QUARANTINE

: Whenever the owner of an animal has knowledge that such animal has bitten any person, the owner shall immediately report that fact to the Police Department Shelter Supervisor and report the name and address of the person bitten and the time and place that such person was bitten. Upon order of the Police Department Shelter Supervisor, the owner shall quarantine the animal for the period of time specified in section 2606 of Chapter 17 of the California Administrative Code with regard to rabies areas, and shall allow the Police Department Shelter Supervisor or his/her representative to make inspections and examinations of the animal from time to time during such period. ~~The shelter supervisor shall~~The Police Department Shelter Supervisor may quarantine said animal upon the premises of the owner. However, if the owner of the animal so desires, the Police Department Shelter Supervisor shall place the animal in quarantine in a veterinary hospital, at the expense of the owner, in lieu of quarantine of the animal on the premises of the owner. Quarantine shall be made by written notice delivered to the owner of said animal stating that the animal is quarantined and the instructions to be followed. If the quarantine is upon the premises of the owner of the animal, the animal shall be confined within a locked enclosure so constructed that the animal cannot escape or have contact with any other animal or human being other than the person

responsible for its care or, at the discretion of the Police Department Shelter Supervisor, the animal may be kept under restraint by leash in charge of a responsible person, or under such restrictions as the Shelter Supervisor may prescribe. Said animal shall be kept in quarantine until the Police Department Shelter Supervisor gives written authorization for the release of the animal from quarantine. Notwithstanding the foregoing provisions, such animal may be ~~sacrificed~~euthanized with the permission of the Police Department Shelter Supervisor for the purpose of a laboratory examination for rabies using the fluorescent rabies antibody test in an approved public health laboratory. (~~Ord. 1726, 11-6-2007~~)

5-4.5.5 ANIMALS IN CONTACT WITH RABID ANIMALS: Any animal of a species subject to rabies which has been bitten by a known rabid or suspected rabid animal or has been in intimate contact with a rabid or suspected rabid animal shall be quarantined by the owner in a place and manner approved by the ~~shelter supervisor~~Police Department Shelter Supervisor for a period of six (6) months or destroyed; provided, however, that the following alternatives are permitted in the case of dogs and cats: if the dog or cat has been vaccinated against rabies within two (2) years but not less than thirty (30) days with a live virus vaccine, or within one (1) year but not less than thirty (30) days with a killed virus vaccine, as those types of vaccines are defined in section 2606 et seq. of Chapter 17 of the California Administrative Code, the dog or cat may be ~~revaccinated~~re-vaccinated in a manner approved by the Police Department Shelter Supervisor and quarantined in a place and manner approved by the Police Department Shelter Supervisor for a period of thirty (30) days. The provisions of this ~~article~~Chapter concerning quarantine shall also apply to the quarantine of animals pursuant to this section. (~~Ord. 1726, 11-6-2007~~)

5-4.5.6: VIOLATION OF QUARANTINE: When any animal is quarantined by the Police Department Shelter Supervisor, it shall be unlawful for the owner of the animal to violate the quarantine by removing said animal from the premises where it is quarantined, allowing it to run at large, destroying it without authorization from the Police Department Shelter Supervisor, concealing it from the Police Department Shelter Supervisor or disobeying any of the quarantine restrictions which have been imposed by the ~~shelter supervisor~~. (~~Ord. 1726, 11-6-2007~~)Police Department.

Article ~~V~~VI

PIGEONS

Sections:

- 5-~~56~~.1 Conditional Use Permit Required
- 5-~~56~~.2 Applicability
- 5-~~56~~.3 Leg Banding
- 5-~~56~~.4 Number Allowed
- 5-~~56~~.5 Structure/Loft Requirements
- 5-~~56~~.6 Loft Maintenance
- 5-~~56~~.7 Release and Feeding of Pigeons
- 5-~~56~~.8 Number of Squabs Allowed; Breeding of Pigeons
- 5-~~56~~.9 Association Membership

- 5-~~56~~.10 Limitations
- 5-~~56~~.11 Association Membership Documentation
- 5-~~56~~.12 City Right of Entry
- 5-~~56~~.13 Violation

5-~~56~~.1: CONDITIONAL USE PERMIT REQUIRED:

Pigeons which have been selectively bred for specific racing, homing, or sporting purposes, shall be subject to the limitations of this article and shall only be permitted in residential zoning districts upon obtaining a conditional use permit from the City Council according to Chapter 21, Article 604 of this code. (Ord. 1751, 4-21-2009)

5-~~56~~.2: APPLICABILITY:

The provisions of this article shall apply only to parcels six thousand (6,000) square feet and over, which are located within a residential zoning district. (Ord. 1751, 4-21-2009)

5-~~56~~.3: LEG BANDING:

All racing, homing, or sporting pigeons shall be banded with a leg band. The "leg band" is defined as a seamless band, made of a durable material, which designates the national organization with which the bird is registered, and indicates the year of birth of the bird. Birds which are not banded shall not be considered to be racing, homing, or sporting pigeons. (Ord. 1751, 4-21-2009)

5-~~56~~.4: NUMBER ALLOWED:

The number of racing, homing, or sporting pigeons shall not cumulatively exceed one bird for every one thousand (1,000) square feet of lot area for lots under ten thousand (10,000) square feet in size and two (2) birds for every one thousand (1,000) square feet of lot area for lots in excess of ten thousand (10,000) square feet. (Ord. 1751, 4-21-2009)

5-~~56~~.5: STRUCTURE/LOFT REQUIREMENTS:

The structure ("loft") housing the racing, homing, or sporting pigeons shall comply with setback, height, and lot coverage limitations in the underlying zone. The loft shall be set back a minimum distance of ten feet (10') from residential structures on the site, to provide adequate distance for clean and sanitary loft maintenance, and a minimum distance of twenty feet (20') from the property line of any adjacent parcel when there are no more than twenty (20) birds. The minimum distance from the property lines shall increase one foot (1') for every one bird over twenty (20) in number. (Ord. 1751, 4-21-2009)

5-~~56~~.6: LOFT MAINTENANCE:

Any loft used for housing the racing, homing, or sporting pigeons shall be kept in a clean and sanitary condition at all times. (Ord. 1751, 4-21-2009)

5-56.7: RELEASE AND FEEDING OF PIGEONS:

All racing, homing, or sporting pigeons shall be confined to the loft, except for limited periods necessary for exercise, training, and competition. At no time shall pigeons be allowed to perch or linger on the buildings or property of others. Objects shall not be thrown at the birds during their training or exercise. All birds shall be fed within the confines of the loft. (Ord. 1751, 4-21-2009)

5-56.8: NUMBER OF SQUABS ALLOWED; BREEDING OF PIGEONS:

Not more than twelve (12) squabs over six (6) weeks old shall be permitted to be kept or maintained or raised on the property where pigeons are allowed in a residential zoning district. The squabs shall be counted in the cumulative total of pigeons allowed on the property by this article. Breeding of pigeons shall be incidental to the keeping of pigeons for racing, homing, or sporting and the breeding of pigeons for commercial purposes shall be prohibited. (Ord. 1751, 4-21-2009)

5-56.9: ASSOCIATION MEMBERSHIP:

Owners of racing, homing, or sporting pigeons are required to be current members of a nationally recognized racing, homing, or sporting pigeon association. (Ord. 1751, 4-21-2009)

5-56.10: LIMITATIONS:

The limitations set forth in this article shall be deemed minimum limitations required for the keeping of pigeons as provided for herein. The City may, as a condition to issuance of the permit required in Chapter 21, Article 604 of this code set forth additional requirements in said permit as may be necessary to maintain the health, safety, and general welfare of its citizens. (Ord. 1751, 4-21-2009)

5-56.11: ASSOCIATION MEMBERSHIP DOCUMENTATION:

The applicant shall provide documentation of current membership in a nationally recognized racing, homing, or sporting pigeon association with the conditional use permit application. (Ord. 1751, 4-21-2009)

5-56.12: CITY RIGHT OF ENTRY:

The City shall have the right to enter the property for verification of conditional use permit compliance at any time. (Ord. 1751, 4-21-2009)

5-56.13: VIOLATION:

The conditional use permit may be revoked by the City Council upon violation of any condition, regulation, or limitation of the permit issued, unless such violation is corrected within ten (10) days of notice of such violation. Any permit may be revoked for any violation. (Ord. 1751, 4-21-2009)

Article ~~VI~~ VII

VIOLATIONS

Sections:

5-~~67~~.1 Enforcement Violations

5-~~67~~.1: ENFORCEMENT: VIOLATIONS

~~A. (a) Administrative Citation. Upon a finding by the City official or representative vested with the authority to enforce the various provisions of this Chapter that a violation exists, he or she may issue an Administrative Citation and proceed with enforcement pursuant to Chapter 2, Article XIV, of the Municipal Code.~~

~~(b) Misdemeanor. Any person violating any of the provisions of this Chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding one thousand dollars (\$1,000.00) or by imprisonment for a term not exceeding six (6) months or by both such fine and imprisonment. Notwithstanding the classification of a violation of this Chapter as a misdemeanor, at the time an action is commenced to enforce the provisions of this Chapter, the trial court, upon recommendation of the prosecuting attorney, may reduce the charged offense from a misdemeanor to an infraction. A person who owns or is in charge of or controls or who possesses an animal who permits, allows, or causes the dog to run, stray, be uncontrolled or in any manner be in, upon, or at large upon a public street, sidewalk, park or other public property or in or upon the premises or private property of another person is guilty of a misdemeanor if said animal bites, attacks, or causes injury to any human being or other animal.~~

~~B. Separate Offense: Each day that any provision of this chapter is violated is a separate and distinct offense and shall be punishable as a separate and distinct offense.~~

~~C. (c) Infraction. Notwithstanding the classification of a violation of this Chapter as a misdemeanor, at the time an action is commenced to enforce the provisions of this Chapter, the trial court, upon recommendation of the prosecuting attorney, may reduce the charged offense from a misdemeanor to an infraction. Any person convicted of an infraction under this Chapter shall be punished by:~~

~~(1.)~~ A fine not exceeding one hundred dollars (\$100.00) for a first violation;

~~(2.)~~ A fine not exceeding two hundred dollars (\$200.00) for a second violation of this Chapter within one (1) year; and

~~(3.)~~ A fine not exceeding five hundred dollars (\$500.00) for each additional violation of this Chapter within one (1) year.

~~D. Administrative Citation: Upon a finding by the city official or representative vested with the authority to enforce the various provisions (d) Separate Offense. Each day that any provision of this Chapter, that a violation exists, he or she is violated is a separate and distinct offense and shall be punishable as a separate and distinct offense.~~

~~(e) Except as provided for in subsection (c) of this section, violation of any of the provisions covered in this Chapter may issue be investigated and punished as an infraction. An administrative citation and proceed with enforcement pursuant to chapter 2, article XIV of this code may be issued in lieu of filing a criminal case. Each day a violation continues may be investigated and regarded as a new and separate offense.~~

~~E. (1) The punishment upon conviction may be:~~

- ~~i. A fine not exceeding one hundred dollars (\$100) for a first violation;~~
- ~~ii. A fine not exceeding two hundred dollars (\$200) for a second violation of the same provision within one (1) year; or~~
- ~~iii. A fine not exceeding five hundred dollars (\$500) for each additional violation of the same provision within one (1) year, to a maximum of three (3) such violations.~~

~~(2) For purposes of this section, bail forfeiture shall be deemed to be a conviction of the offense charged.~~

~~(3) In addition to any other penalties or fines provided for in this Chapter, any reasonable costs incurred by the City in seizing, impounding, and confining any dangerous animal may be charged and recovered against the owner.~~

~~(f) Four (4) or more violations of the same section of this Chapter shall constitute a misdemeanor and shall be investigated according to section (b) above. Each additional day the violations continue unabated shall be regarded as new and separate offenses.~~

~~(g) Civil Action: The City Attorney, or an attorney hired for such purposes by and at the request of the City Council, may institute an action in any court of competent jurisdiction to restrain, enjoin, or abate the condition found to be in violation of the provisions of this Chapter, or State Codes specifically adopted by reference, as provided by law, and the City shall be entitled to its attorney's fees and costs.~~

~~(h) These remedies shall not supplant or replace the procedures concerning dangerous animals as specified in sections 5-2.15 and 5-2.29 through 5-2.33 of elsewhere in this Chapter. (Ord. 1726, 11-6-2007; Ord. 1751, 4-21-2009)~~

~~(i) Allocation of fees and fines collected. All fees and the City's share of all fines collected shall be used only to fund the implementation and enforcement of the City's animal control program.~~

Article ~~VH~~VIII

ANIMAL CONTROL COMMISSION

Sections:

- 5-~~78~~.1 Established
- 5-~~78~~.2 Composition
- 5-~~78~~.3 Compensation
- 5-~~78~~.4 Term of Office; Removal
- 5-~~78~~.5 Vacancies
- 5-~~78~~.6 Appointment of Chairperson and Vice Chairperson
- 5-~~78~~.7 Term of Officers
- 5-~~78~~.8 Meetings and Records
- 5-~~78~~.9 Quorum
- 5-~~78~~.10 General Powers and Duties of Commission

5-~~78~~.1: ESTABLISHED:

An animal control commission is established in and for the city of Porterville. The animal control commission shall serve in an advisory capacity to the City Council. (Ord. 1812, 6-3-2014)

5-~~78~~.2: COMPOSITION:

The animal control commission shall consist of five (5) members, who shall be residents of the city of Porterville. Commissioners shall be appointed by the City Council at its complete discretion by a majority vote. Members of the commission shall be representative of a cross section of the community. (Ord. 1812, 6-3-2014)

5-~~78~~.3: COMPENSATION:

Members of the animal control commission shall serve without compensation. (Ord. 1812, 6-3-2014)

5-~~78~~.4: TERM OF OFFICE; REMOVAL:

The term of office shall be four (4) years with terms staggered to prevent concurrent expiration of terms. All commission members shall serve at the pleasure of the City Council and may be removed by a majority vote of the City Council at any time and for any reason. (Ord. 1812, 6-3-2014)

5-~~78~~.5: VACANCIES:

Vacancies, occurring otherwise than by expiration of the terms, shall be filled by appointment by the City Council as soon as possible; such appointee is to serve for the unexpired term of the vacant office. (Ord. 1812, 6-3-2014)

5-~~78~~.6: APPOINTMENT OF CHAIRPERSON AND VICE CHAIRPERSON:

The animal control commission shall appoint one of its members chairperson, and one of them vice chairperson. (Ord. 1812, 6-3-2014)

5-~~78~~.7: TERM OF OFFICERS:

The officers thus appointed shall serve one year, until their successors in office have been appointed by the animal control commission. (Ord. 1812, 6-3-2014)

5-~~78~~.8: MEETINGS AND RECORDS:

The animal control commission shall hold meetings regularly as determined by the commission and shall designate the time and place thereof. The commission may hold as many meetings as determined necessary for the performance of the duties prescribed in this Chapter. The meetings shall be held in compliance with the Brown Act and all applicable laws, and the meetings and records of attendance shall be public. The commission shall adopt its own rules of procedure and keep a record of its proceedings. A record of attendance shall be kept regularly and reported to the City Council at least once per year. Members are expected to have at least seventy-five percent (75%) attendance based upon the commission's regular meeting schedule (e.g., 9 out of 12 meetings if held monthly, and 3 out of 4 if held quarterly). Members who fail to meet the attendance requirement automatically vacate their seat and the vacancies shall be filled per section 5-7.5 of this article. (Ord. 1812, 6-3-2014)

5-~~78~~.9: QUORUM:

Three (3) members shall constitute a quorum for the transaction of business. (Ord. 1812, 6-3-2014)

5-~~78~~.10: GENERAL POWERS AND DUTIES OF COMMISSION:

The animal control commission shall:

- (a) ~~A.~~—Advise the City Council and staff on any matters concerning animal control and shelter programs;
- (b) ~~B.~~—Make recommendations to the City Council and staff concerning regulations affecting animals and the care, control, and treatment of animals;
- (c) ~~C.~~—Make recommendations to the City Council and staff to strengthen the City's animal control and shelter programs;
- (d) ~~D.~~—Engage in a long-term planning process through which it identifies major priorities and provides recommendations for the City Council for policies and procedures on animal control and shelter program operations;
- (e) ~~E.~~—Promote public awareness of the goals and operations of the animal ~~shelters~~shelter(s) and to enhance community relations with respect to animal control program operations;

- (f) ~~F.~~ —To advise and assist the City Council and staff in conducting public education and outreach programs to city residents regarding animal owner responsibility for licensing, spaying and neutering, and proper care of animals;
- (g) ~~G.~~ —To review and recommend proactive enforcement programs that will result in reducing cases of animal overpopulation, neglect, abuse, and public nuisance;
- (h) ~~H.~~ —To review and provide recommendations to the City Council and staff on all proposed amendments to this chapter;
- (i) ~~I.~~ —Serve as a sounding board for staff to review their plans and ideas; and
- (j) ~~J.~~ —Act on any matters referred by the City Council or staff in accordance with the instructions provided with the said referrals. (Ord. 1812, 6-3-2014)

PASSED, APPROVED AND ADOPTED this 16th day of June, 2015.

Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By:
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Murry Park Henry Street Community Center

SOURCE: Community Development

BACKGROUND:

In 2011, the City Council purchased a 3.76± acre property on the north side of Putnam Avenue, across the street from Murry Park, at the northeast corner of Putnam Avenue and Henry Street for future use as a park or community center. The site was previously developed as a single-family residence, and it was thought at the time of purchase that the house could be repurposed into a community center for the park use. Unfortunately, the structure became unsalvageable when a fire occurred in early in 2014.

COMMENT:

New plans to move forward with the project involve removal of the existing fire damaged structure and construction of a new structure in approximately the same location. The ultimate use of the facility itself is still being considered, and the environmental document listed options that may best serve the community.

Project actions include:

- A general plan amendment from Low Medium Density Residential to Parks and Recreation. The site zoning is already PK (Parks and Public Recreation Facilities).
- Site improvements including a new community room and other site amenities such as gazebos and play area.
- Parking would be developed as a part of the project as well as extension of Cleveland Avenue from Henry Street east to connect to the current alignment.

The General Plan Amendment from Low Medium Density Residential to Parks and Recreation is required in order to develop the site as a park. The property is currently zoned as Parks and Public Recreation Facilities, which is the corresponding zone district to the proposed General Plan Designation. The Parks and Recreational designation is defined in the General Plan as applicable to “both public and private recreation sites and facilities. It allows for a maximum floor to area ratio of 0.10.”

ANALYSIS: Attached are three concept designs that have been shared with the Parks and Leisure Services Commission. The Commission provided comment to the concepts at their meeting of December 4, 2014, where general input recommended a smaller building, based on the presumption that a smaller structure would be more likely to get constructed in the near future. The Commission also recommended against a bridge out to the island in the center of the pond, citing liability concerns. At this time, only schematic designs have been drawn. Among the actions requested tonight is direction on how, and when, to proceed with more detailed designs for the project.

ENVIRONMENTAL REVIEW:

The environmental document involved preparation of numerous technical studies, such as a Cultural Resources Survey, CalEEMod Air Quality analysis, Biological Evaluation, and Wetland Delineation. Mitigation measures include best management practices to avoid impacts through scheduling, and preconstruction surveys, as well as consistent attention during disturbance activities, so in the unlikely event

of discovery, proper technicians can be called to record resources as needed.

On May 8, 2015, the Environmental Coordinator made a preliminary determination that a Mitigated Negative Declaration would be appropriate to evaluate the proposed project as described above. The Initial Study has been transmitted to interested agencies, groups, and individuals for review and comment. The review period ran for 30 days from May 11, 2015, to June 10, 2015. Two comments on the environmental document were received, and are attached. The San Joaquin Valley Air Pollution Control District affirmed that the proposed project does not result in significant adverse impacts on air quality. Shires Ranch, which owns the property within the county island to the north of the project, asks that the project respect the historic and agricultural nature of the orange groves. No modifications to the project nor the environmental analysis are warranted as a result of the comments received.

As future funding for the project may be obtained through the U.S. Department of Housing and Urban Development (HUD), a federal environmental review document was prepared pursuant to the National Environmental Policy Act (NEPA). That document has been submitted to HUD and is under review at this time. Action on the CEQA document can occur independently of the NEPA document.

RECOMMENDATION:

That the City Council:

1. Adopt the resolution approving the environmental document reviewing potential impacts associated with the Murry Park Henry House Community Center project,
2. Adopt the resolution approving the General Plan Amendment from Low Medium Density Residential to Parks and Recreation, and
3. Provide direction on design parameters of the proposed facility.

ATTACHMENTS:

1. Design Concept A
2. Design Concept B
3. Design Concept C
4. Mitigation Monitoring Reporting Program
5. Comment letter- SJVAPCD
6. Comment letter- Shires Ranch
7. Draft Resolution for Mitigated Negative Declaration
8. Draft Resolution for General Plan Amendment

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE
ENGINEERING DIVISION

291 N. MAIN ST. PORTERVILLE, CALIFORNIA 93257 (559)782-7462

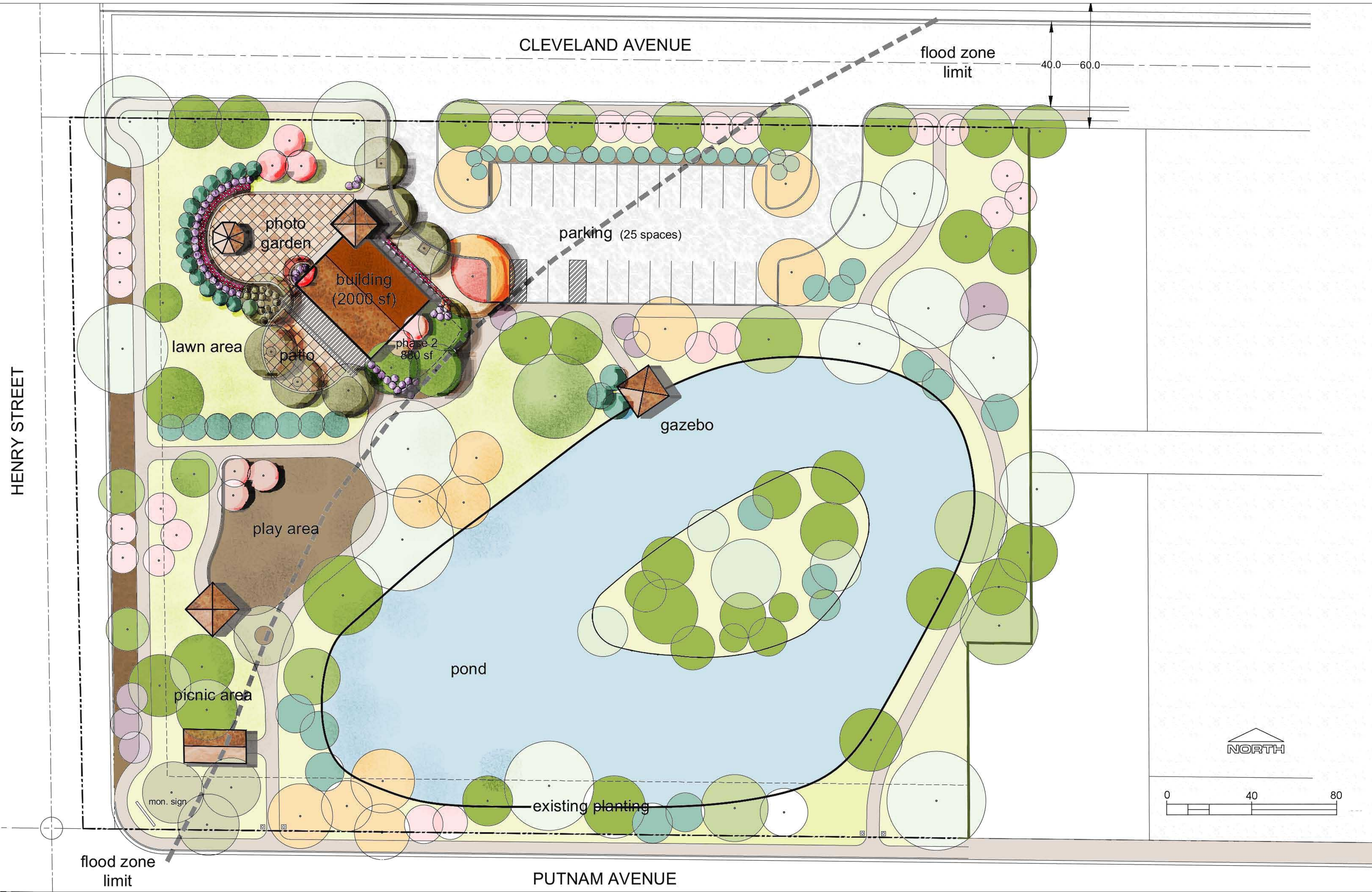
DESIGNED BY _____ DATE _____
DRAWN BY _____ DATE _____
CHECKED BY _____ DATE _____

REVIEWED BY _____ DATE _____
CITY ENGINEER
APPROVED BY _____ DATE _____
PUBLIC WORKS DIRECTOR

REVISION NO.	DATE

TITLE

SHEET
X
OF
X



CITY OF PORTERVILLE
ENGINEERING DIVISION

291 N. MAIN ST. PORTERVILLE, CALIFORNIA 93257 (559)782-7462

DESIGNED BY _____ DATE _____
DRAWN BY _____ DATE _____
CHECKED BY _____ DATE _____

REVIEWED BY _____ DATE _____
CITY ENGINEER
APPROVED BY _____ DATE _____
PUBLIC WORKS DIRECTOR

REVISION NO.	DATE

TITLE

SHEET
X
OF
X



CITY OF PORTERVILLE
ENGINEERING DIVISION

291 N. MAIN ST. PORTERVILLE, CALIFORNIA 93257 (559)782-7462

DESIGNED BY _____ DATE _____
DRAWN BY _____ DATE _____
CHECKED BY _____ DATE _____

REVIEWED BY _____ DATE _____
CITY ENGINEER
APPROVED BY _____ DATE _____
PUBLIC WORKS DIRECTOR

REVISION NO.	DATE

TITLE

SHEET
X
OF
X

4 MITIGATION MONITORING AND REPORTING PROGRAM

This Mitigation Monitoring and Reporting Program (MMRP) has been formulated based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) for the Murry Park Expansion Project (proposed Project) in the City of Porterville (City). The MMRP lists mitigation measures recommended in the IS/MND for the proposed Project and identifies monitoring and reporting requirements.

Table 8 presents the mitigation measures identified for the proposed Project. Each mitigation measure is numbered with a symbol indicating the topical section to which it pertains, a hyphen, and the impact number. For example, AIR-2 would be the second mitigation measure identified in the Air Quality analysis of the IS/MND.

The first column of Table 8 identifies the mitigation measure. The second column, entitled “When Monitoring is to Occur,” identifies the time the mitigation measure should be initiated. The third column, “Frequency of Monitoring,” identifies the frequency of the monitoring of the mitigation measure. The fourth column, “Agency Responsible for Monitoring,” names the party ultimately responsible for ensuring that the mitigation measure is implemented. The last columns will be used by the County to ensure that individual mitigation measures have been complied with and monitored.

Table 8
Mitigation Monitoring Plan

Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance		
Biological Resources:							
BIO-1 (avoidance). In order to avoid impacts to all nesting raptors and other migratory birds from tree removal, grading, and construction, these activities shall occur between September 1 and January 31. This will ensure that construction does not coincide with the nesting season (February 1 to August 31).	Prior to construction	Monthly monitoring during construction	City of Porterville	Field inspection			
BIO-2 (pre-construction surveys If the project must be initiated during the typical avian nesting season (February 1 to August 31), a qualified biologist will conduct pre-construction surveys for active migratory bird nests within 14 days of the onset of construction. Should any active nests be discovered in or near proposed construction zones, the biologist will identify a suitable construction-free buffer around the nest. This buffer will be identified on the ground with flagging or fencing, and will be maintained until the biologist has determined that the young have fledged	Prior to and during construction	Monthly monitoring during construction	City of Porterville	Field Inspection			
BIO-3 (preconstruction surveys). A qualified biologist will conduct pre-construction surveys for bat roosting activity in the abandoned buildings within 30 days of the onset of demolition of buildings.	Prior to construction	Monthly monitoring during construction	City of Porterville	Field Inspection			
BIO-4 (avoidance measures). If bat use is noted, then a qualified biologist shall prepare a report that makes recommendations for appropriate measures that will prevent harm to sensitive species of bats. These measures may include exclusion and humane eviction of bats roosting within the structure, partial dismantling of the structure to induce abandonment by bats, or other appropriate measures. The recommended measures shall be incorporated in and implemented as part of the Murry Park Expansion Project.	Prior to and during construction	Monthly monitoring during construction	City of Porterville	Field Inspection			

Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance		
Cultural Resources:							
<u>CUL-1</u> If, in the course of Project construction related activities or operation, any archaeological or historical resources are uncovered, discovered, or otherwise detected or observed, activities within fifty (50) feet of the find shall be immediately ceased. A qualified archaeologist shall be contacted and advise the County of the site’s significance. If the findings are deemed significant by the City of Porterville, appropriate mitigation measures shall be required prior to any resumption of work in the affected area of the Project.	Prior to and during construction	Monthly monitoring during construction	City of Porterville	Field inspection			
<u>CUL-2</u> If cultural resource remains are encountered during construction related or land disturbance activities shall immediately stop and the County Coroner’s shall be immediately notified, pursuant to CEQA Section 15064.5.(e). A qualified Archaeologist will be notified to provide an assessment of the nature, extent, and potential significance of any cultural remains. If such remains are determined to be significant, appropriate actions shall be determined. Depending upon the nature of the find, mitigation could involve avoidance, documentation, or other appropriate actions to be determined by a qualified archaeologist. For example, activities within 50 feet of the find shall be ceased until further notice or the qualified archaeologist approves work to continue.	Prior to and during construction	Monthly monitoring during construction	City of Porterville	Field inspection			



San Joaquin Valley

AIR POLLUTION CONTROL DISTRICT



June 03, 2015

RECEIVED

Julie Phillips
City of Porterville
Community Development Manager
291 N. Main Street
Porterville, CA 93257

JUN 8 2015

Community Development Department

Project: Initial Study/Mitigated Negative Declaration for the proposed Murry Park Project

District CEQA Reference No: 20150431

Dear Ms. Phillips:

The San Joaquin Valley Unified Air Pollution Control District (District) has reviewed the project referenced above consisting of the expansion of an existing City-owned Murry Park onto a 3.9-acre site. Proposed site improvements include a new community room and other site amenities such as gazebos, play area, and parking. The 3.76+/- acre property is north of Putnam Avenue, across the street from Murry Park, at the northeast corner of Putnam Avenue and Henry Street in Portville, CA. The District offers the following comments:

1. Based on information provided to the District, project specific emissions of criteria pollutants are not expected to exceed District significance thresholds of 10 tons/year NOX, 10 ton/year ROG, and 15 tons/year PM10. Therefore, the District concludes that project specific criteria pollutant emissions would have no significant adverse impact on air quality.
2. Based on information provided to the District, the proposed project would equal or exceed 20,000 square feet of recreational space. Therefore, the District concludes that the proposed project is subject to District Rule 9510 (Indirect Source Review).

District Rule 9510 is intended to mitigate a project's impact on air quality through project design elements or by payment of applicable off-site mitigation fees. Any applicant subject to District Rule 9510 is required to submit an Air Impact Assessment (AIA) application to the District no later than applying for final discretionary approval, and to pay any applicable off-site mitigation fees before issuance of the first building permit. If approval of the subject project constitutes the

Sayed Sadredin
Executive Director/Air Pollution Control Officer

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: 661-392-5500 FAX: 661-392-5585

last discretionary approval by your agency, the District recommends that demonstration of compliance with District Rule 9510, be made a condition of project approval. Information about how to comply with District Rule 9510 can be found online at: <http://www.valleyair.org/ISR/ISRHome.htm>.

3. The proposed project may be subject to District Rules and Regulations, including: Regulation VIII (Fugitive PM10 Prohibitions), Rule 4102 (Nuisance), Rule 4601 (Architectural Coatings), and Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations). In the event an existing building will be renovated, partially demolished or removed, the project may be subject to District Rule 4002 (National Emission Standards for Hazardous Air Pollutants). The above list of rules is neither exhaustive nor exclusive. To identify other District rules or regulations that apply to this project or to obtain information about District permit requirements, the applicant is strongly encouraged to contact the District's Small Business Assistance Office at (559) 230-5888. Current District rules can be found online at: www.valleyair.org/rules/1ruleslist.htm.
4. The District recommends that a copy of the District's comments be provided to the project proponent.

If you have any questions or require further information, please call Michael Corder at (559) 230- 5818.

Sincerely,

Arnaud Marjollet
Director of Permit Services

Chay Thao
Program Manager

AM: mc



Shires Ranch, LP

Priscilla Cox, General Partner
8595 Cherrington Lane Elk Grove, CA 95624

RECEIVED

June 4, 2015

JUN 8 2015

Community Development Department

Julie Phillips, Community Development Manager

City of Porterville

291 N. Main Street

Porterville CA 93257

This letter is written on behalf of Shires Ranch LP which owns the property at 685 East Morton, Porterville CA adjacent to the proposed City of Porterville's Murry Park Henry Street Community Center development. At a partnership meeting held May 30, 2015 the partners were in support of the project and were encouraged to see a development which would enhance the beauty of the Porterville community.

Shires Ranch LP is an agricultural acreage including oranges and pomegranates and has been in the family for over sixty years. The property also has a unique historic Victorian farmhouse built in 1890. The original owners were the Shultz family who owned a hardware store in Porterville in the 1800's. The orange trees themselves are historic as many are over one-hundred years old. With this in mind, we would envision a project which respects the unique environment of our property and develops appropriate barriers in landscaping and fencing.

It is our hope we will have a representative at the meeting on June 16th. Please do not hesitate to contact us if you have questions or comments.

Sincerely,



Priscilla Shires Cox

Shires Ranch LP General Partner

pshirescox@gmail.com

PARTNERS: Pamela Shires Sneddon, Patrick Shires, Paul Shires, Preston Shires

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF A
MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT
FOR THE MURRY PARK HENRY STREET COMMUNITY CENTER PROJECT

WHEREAS: The City proposes to develop a City-owned property into a public park with a community center on 3.76± acres, located north of Putnam Avenue, across the street from Murry Park, at the northeast corner of Putnam Avenue and Henry Street; and

WHEREAS: The site was previously developed as a single-family residence, but the structure incurred fire damage early in 2014 and is unsalvageable. Development of the project would involve removal of the existing fire damaged structure and construction of a new structure in approximately the same location; and

WHEREAS: Project actions include: a general plan amendment from Low Medium Density Residential to Parks and Recreation. The site zoning is already PK (Parks and Recreation Facilities); site improvements including a new community room and other site amenities such as gazebos and play area. Parking would be developed as a part of the project as well; and extension of Cleveland Avenue from Henry Street east to connect to the current alignment; and

WHEREAS: On May 8, 2015, the Environmental Coordinator made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the proposed project in light of the studies prepared and with implementation of six defined mitigation measures related to Biological Resources and Cultural Resources; and

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of June 16, 2015, conducted a public hearing to consider approval of the Mitigated Negative Declaration which evaluates the environmental impacts of the proposed Murry Park Henry Street Community Center.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Porterville does hereby make the following findings:

1. That a Mitigated Negative Declaration was prepared for the project in accordance with the California Environmental Quality Act and was transmitted to interested agencies and made available for public review and comment. The review period ran for thirty days, from May 11, 2015, to June 10, 2015.
2. That the proposed project will not create adverse environmental impacts. The approved Mitigated Negative Declaration was evaluated in light of the prepared environmental initial study and comments from interested parties received during the review period.
3. That the mitigation measures contained in the Mitigated Negative Declaration were incorporated into a Mitigation Monitoring Program attached hereto as Exhibit A.

4. That review of the environmental circumstances regarding this project indicates that no adverse impacts would accrue to wildlife resources from implementation of the project.
5. That the City Council is the decision-making body for the project.

BE IT FURTHER RESOLVED: That the City Council does hereby approve the Mitigated Negative Declaration for the Murry Park Henry Street Community Center Project and the Mitigation Monitoring Program attached hereto as Exhibit A.

PASSED, APPROVED AND ADOPTED this 16th day of June, 2015.

By: _____
Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF APPROVAL FOR THE GENERAL PLAN
AMENDMENT FOR A 3.76± ACRE SITE DESCRIBED HEREIN GENERALLY LOCATED
AT THE NORTHEAST CORNER OF PUTNAM AVENUE AND HENRY STREET

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of June 16, 2015, conducted a public hearing to consider approval of a General Plan amendment from Low Medium Density Residential to Parks and Recreation at the site of the proposed Murry Park expansion and Community Center, generally located at the northeast corner of Putnam Avenue and Henry Street, Assessor Parcel Number 253-090-020; and

WHEREAS: The site is currently zoned PK (Parks and Recreation Facilities) and does not require a Zone Change; and

WHEREAS: Development of the project area would be subject to the City's development standards and the General Plan Land Use Implementation Policies; and

WHEREAS: Approval of the General Plan Amendment would allow the project site to be developed site improvements including a new community center and other site amenities such as gazebos and play area. Parking would be developed as a part of the project as well; and extension of Cleveland Avenue from Henry Street east to connect to the current alignment; and

WHEREAS: Approval of the General Plan Amendment furthers the goals and objectives of the General Plan by providing sufficient land for parks and open space, as referenced in General Plan Policy LU-G-19; and

WHEREAS: On May 8, 2015, the Environmental Coordinator made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the development of the proposed park facility and associated General Plan Amendment from Low Medium Density Residential to Parks and Recreation; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby make the following findings:

1. The proposed General Plan Amendment has identified as a requirement in order to maintain consistency between land use and applicable designations for the proposed development of the Murry Park Henry Street Community Center. The development of the park facility is consistent with the General Plan, but at the time the General Plan Land Use Diagram was developed, specifying a site for such a public use would have been premature.

2. Based on review of project designs and by the very nature of the project, the proposed project serves to fulfill the goals of the General Plan as adopted, and the amendment of the land use designation on the subject parcel does not infringe on the goals of the General Plan to maintain transitions between types and intensities of land use.
3. That a Mitigated Negative Declaration was prepared for the project in accordance with the California Environmental Quality Act and was transmitted to interested agencies and made available for public review and comment. The review period ran for 30 days, from May 11, 2015, to June 10, 2015.
4. The City Council is the decision-making body for the project.

BE IT FURTHER RESOLVED: That the City Council does hereby approve the General Plan Amendment from Low Medium Density Residential to Parks and Recreation at the site of the proposed Murry Park Henry Street Community Center, generally located at the northeast corner of East Putnam Avenue and Henry Street, Assessor Parcel Number 253-090-020.

PASSED, APPROVED AND ADOPTED this 16th day of June, 2015.

By: _____
Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Public Hearing - Construction of Concrete Improvements - W. North Grand Avenue Reconstruction Project (Newcomb to Prospect)

SOURCE: Public Works

COMMENT: This is the time and place for a Public Hearing to discuss the proposed construction of concrete improvements for the subject project.

The W. North Grand Avenue Reconstruction Project (Newcomb Street to Prospect Street) includes the construction of curbs, gutters, and drive approaches in front of undeveloped properties and/or developed properties that lack these public improvements. Section 20-40.1 of the Municipal Code stipulates that these improvements, once constructed, shall be reimbursed to the City of Porterville upon the issuance of a new building permit. Section 20-40.2 of the Municipal Code allows the City to recover the cost of the concrete improvements when the owner pulls a building permit(s) from the City and said permit(s) has a valuation of \$18,421.00 or more within a two (2) year period.

Section 20-40.8 of the Municipal Code requires that each property owner affected by the project be notified of this Public Hearing. The notification clearly describes the City's intent to seek reimbursement for the concrete improvements constructed by the City. This section also requires that City Council hold at least one additional Public Hearing prior to the establishment of a fee. Once the fee is established, the City shall record a general notice of "reimbursement fee" with the office of the Tulare County Recorder. The recorded document will officially notify the current owner and potential buyers that the property is subject to a concrete reimbursement fee.

The additional concrete improvements will exceed the construction contingency amount authorized by Council at the time of the award of the contract. The additional cost for the herein stated concrete improvements will be \$130,000. An additional 13,000 is required for construction contingency (10%). It is anticipated that an additional \$6,500 (5%) will be required for quality control, inspection, and construction surveying for a total estimated project cost of \$149,500.

Special Gas Tax Funds is the funding source and there are funds available to appropriate for the additional concrete improvements.

RECOMMENDATION: That the City Council:

1. Take public comments, concerns and questions;
2. Authorize staff to schedule a Public Hearing prior to the establishment of a fee for the concrete improvements in accordance with the Mitigation Fee Act, upon completion of each project;
3. Authorize the Finance Director to appropriate \$149,500 from Special Gas Tax funds for this project.

ATTACHMENTS:

1. Locator Map

Appropriated/Funded: MB

Review By:

Department Director:

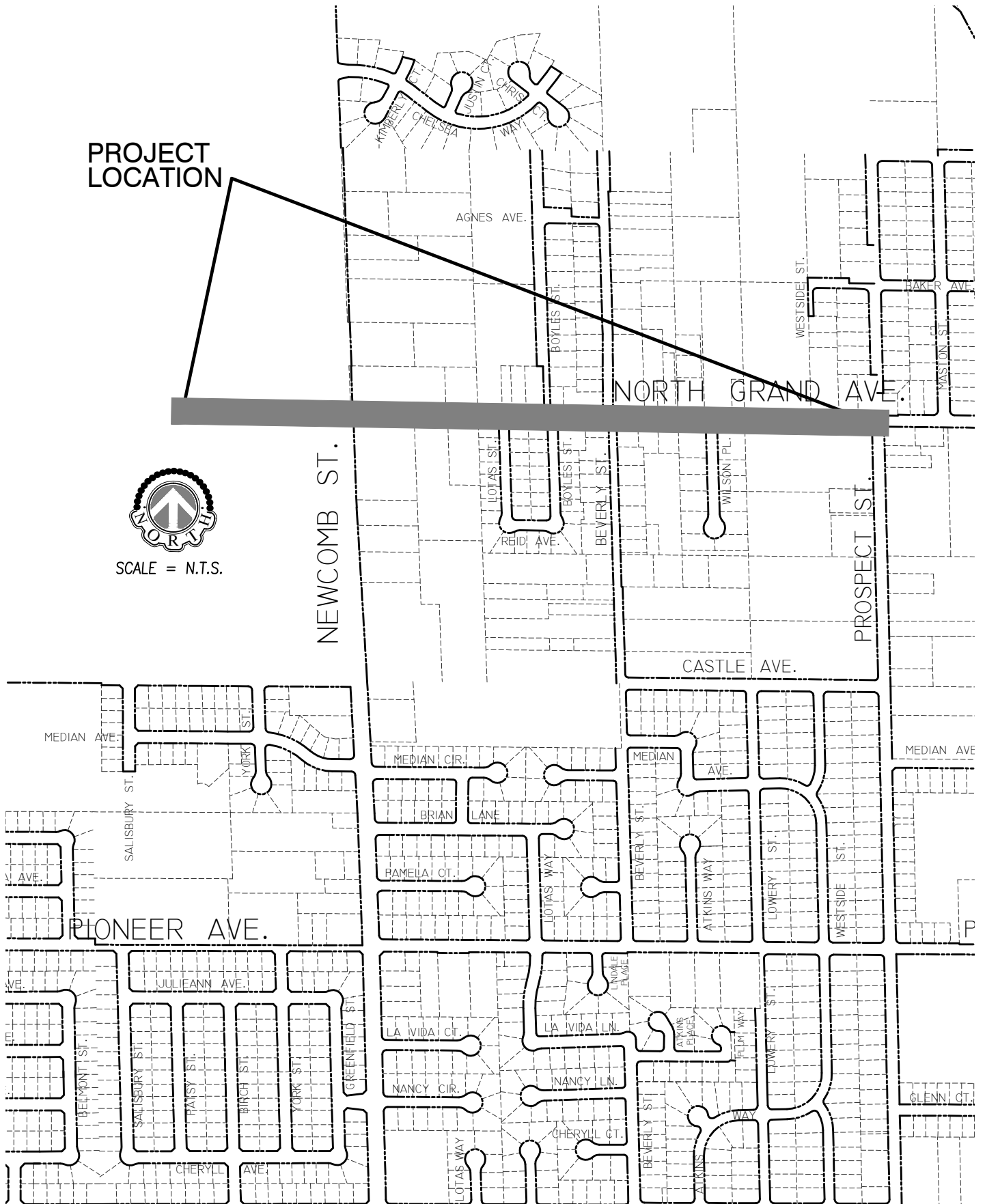
Mike Reed, City Engineer

Final Approver: John Lollis, City Manager

PROJECT
LOCATION



SCALE = N.T.S.



CITY OF PORTERVILLE

ENGINEERING DIVISION

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

NORTH GRAND RECONSTRUCTION PROJECT NEWCOMB TO PROSPECT

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



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Adoption of the 2015 Five-Year Consolidated Plan and 2015-2016 Action Plan for Investment of Community Development Block Grant (CDBG) Entitlement

SOURCE: Community Development

COMMENT: The U.S. Department of Housing and Urban Development (HUD) requires all Community Development Block Grant (CDBG) entitlement cities to prepare a three- or five-year Consolidated Plan. Porterville's previous Five-Year Consolidated Plan was prepared and subsequently submitted May 2010. It is now necessary to develop a new Five-Year Consolidated Plan which will cover the time frame of 2015 to 2020.

HUD administers a variety of programs designed to provide decent housing, expand economic opportunities and assist in meeting public service needs of the community. These programs are principally designed to assist the low- and moderate-income families of the community.

The Consolidated Plan identifies the housing and non-housing community development needs of the City of Porterville, as well as establishes objectives, priorities, and actions to address these needs. A summary of the proposed Consolidated Plan is as follows:

HOUSING MARKET ANALYSIS: This section includes an analysis of the general characteristics of the housing market, the condition and cost of available housing, and the concentration of racial/ethnic persons and low-income persons within the community.

HOUSING AND HOMELESS NEEDS ASSESSMENT: This section includes an assessment of the housing needs of lower income families, renters and owners, elderly persons, large families and persons with special needs and disabilities.

PRIORITY NEEDS - OBJECTIVES - STRATEGIES: This section includes a priority needs table, objectives to be met over the next five-year period, and a discussion of resources available for meeting the needs. Priority needs as drafted include:

- Assist in the creation and preservation of affordable housing opportunities.
- Support activities to prevent and end homelessness.
- Support activities that strengthen neighborhoods.
- Expand economic development and employment opportunity programs.

ACTION PLAN: This section includes the one-year action plan to deal with the

needs of the community and a description of the programs to be implemented. The City of Porterville expects an Entitlement Grant of approximately \$663,697 for fiscal year 2015-2016.

The CDBG Citizens' Advisory Committee held a public hearing on April 27, 2015, to discuss the types of programs that the public would like to see included in the Consolidated Plan and annual Action Plan. Subsequent to public discussion, the consensus of the committee submitted recommendations for the 2015-2016 Entitlement Allocation are as follows:

City-Operated Youth Center \$ 102,055
Shelter Plus Care Program \$ 15,000
Continuum of Care on Homeless \$ 5,000
Section 108 Debt Service \$ 347,886
Administration \$ 146,740
Land Acquisition \$ 47,016

The Owner-Occupied Housing Rehabilitation, the Public Utility Assistance Loan Program, the First-Time Low-Income Homebuyer Program, and the Business Assistance Program, will be funded from unexpended entitlement funds from previous years' allocations, program income, and grants from other sources, especially for the housing programs.

No public comments were received during the 30-day comment period. Comments obtained during this hearing will be considered for inclusion in the Five Year Consolidated Plan and Annual Action Plan.

RECOMMENDATION: That the City Council:

1. Conduct a public hearing on the proposed 2015 Five-Year Consolidated Plan and 2015-2016 Action Plan;
2. Adopt the draft resolution approving the 2015 Five-Year Consolidated Plan and 2015-2016 Action Plan; and
3. Authorize the City Manager to execute all necessary documents.

ATTACHMENTS:

1. Five Year Consolidated Plan & 2015/2016 /Action Plan Draft
2. Consolidated Plan & Action Plan Resolution

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

2015-2020 CONSOLIDATED PLAN

AND 2015-2016 ACTION PLAN



CITY OF PORTERVILLE

2015-2020 CONSOLIDATED PLAN

AND 2015-2016 ACTION PLAN



Prepared for:

City of Porterville

Community Development Department

www.ci.porterville.ca.us/depts/CommunityDevelopment

291 N. Main Street
Porterville, CA 93257

559-782-7460

housing@ci.porterville.ca.us



Prepared by:

LeSar Development Consultants

www.LeSarDevelopment.com

Jennifer LeSar
President and CEO
619-236-0612 X101

jennifer@lesardevelopment.com

Vicky Joes
Principal
619-236-0612 x102

vicky@lesardevelopment.com

Keryna Johnson
Senior Associate
619-236-0612 x107

keryna@lesardevelopment.com

Marina Espinoza
Research Analyst
619-236-0612 x109

marina@lesardevelopment.com

Table of Contents

Table of Contents	3
List of Tables	6
Executive Summary.....	8
ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)	8
The Process	13
PR-05 Lead & Responsible Agencies 24 CFR 91.200(b).....	13
PR-10 Consultation - 91.100, 91.200(b), 91.215(l).....	14
PR-15 Citizen Participation	20
Needs Assessment.....	24
NA-05 Overview	24
NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)	28
NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2).....	35
NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2).....	38
NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2).....	41
NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2).....	43
NA-35 Public Housing – 91.205(b)	46
NA-40 Homeless Needs Assessment – 91.205(c)	50
NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)	54
NA-50 Non-Housing Community Development Needs – 91.215 (f)	57
Housing Market Analysis	59
MA-05 Overview.....	59
MA-10 Number of Housing Units – 91.210(a)&(b)(2).....	61
MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)	64

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a).....	67
MA-25 Public and Assisted Housing – 91.210(b)	70
MA-30 Homeless Facilities and Services – 91.210(c).....	74
MA-35 Special Needs Facilities and Services – 91.210(d).....	78
MA-40 Barriers to Affordable Housing – 91.210(e).....	83
MA-45 Non-Housing Community Development Assets – 91.215 (f).....	85
MA-50 Needs and Market Analysis Discussion.....	91
Strategic Plan.....	96
SP-05 Overview	96
SP-10 Geographic Priorities – 91.215 (a)(1)	98
SP-25 Priority Needs - 91.215(a)(2).....	99
SP-30 Influence of Market Conditions – 91.215 (b).....	103
SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2).....	104
SP-40 Institutional Delivery Structure – 91.215(k)	109
SP-45 Goals Summary – 91.215(a)(4)	113
SP-50 Public Housing Accessibility and Involvement – 91.215(c).....	116
SP-55 Barriers to Affordable Housing – 91.215(h).....	118
SP-60 Homelessness Strategy – 91.215(d)	121
SP-65 Lead Based Paint Hazards – 91.215(i).....	125
SP-70 Anti-Poverty Strategy – 91.215(j).....	126
SP-80 Monitoring – 91.230.....	127
First Year Action Plan	128
AP-15 Expected Resources – 91.220(c)(1,2).....	128
AP-20 Annual Goals and Objectives	135

AP-35 Projects – 91.220(d)	137
AP-38 Project Summary	138
AP-50 Geographic Distribution – 91.220(f)	149
AP-55 Affordable Housing – 91.220(g)	150
AP-60 Public Housing – 91.220(h)	151
AP-65 Homeless and Other Special Needs Activities – 91.220(i)	153
AP-75 Barriers to Affordable Housing – 91.220(j)	156
AP-85 Other Actions – 91.220(k)	159
AP-90 Program Specific Requirements – 91.220(l)(1,2,4)	162
Appendix A: Citizen Participation Plan	163
Appendix B: Citizen Participation Summary	170
Appendix C: Table of Acronyms	179

List of Tables

Table 1 – Responsible Agencies	13
Table 2 - Agencies, Groups, and Organizations who Participated.....	15
Table 3 – Other local / regional / federal planning efforts considered when preparing the Plan.....	18
Table 4 – Citizen Participation Outreach	22
Table 5 - Housing Needs Assessment Demographics	28
Table 6 - Total Households	28
Table 7 – Housing Problems	29
Table 8 – Severe Housing Problems.....	30
Table 9 – Cost Burden > 30%.....	30
Table 10 – Cost Burden > 50%.....	30
Table 11 – Crowding Information.....	31
Table 12 – Households with Children Present.....	31
Table 13 - Disproportionate Housing Need 0-30% AMI	35
Table 14 - Disproportionate Housing Need 30-50% AMI.....	35
Table 15 - Disproportionate Housing Need 50-80% AMI.....	36
Table 16 - Disproportionate Housing Need 80-100% AMI.....	36
Table 17 - Percentage of Disproportionate Housing Need	37
Table 18 – Disproportionate Severe Housing Need 0-30% AMI	38
Table 19 – Disproportionate Severe Housing Need 30-50% AMI	38
Table 20 – Disproportionate Severe Housing Need 50-80% AMI.....	39
Table 21 – Disproportionate Severe Housing Need 80-100% AMI.....	39
Table 22 – Percentage of Disproportionate Severe Housing Need.....	40
Table 23 – Disproportionate Cost Burden	41
Table 24 – Percentage of Disproportionate Cost Burden.....	41
Table 25 - Public Housing by Program Type.....	46
Table 26 – Characteristics of Public Housing Residents by Program Type	46
Table 27 – Race of Public Housing Residents by Program Type	47
Table 28 – Ethnicity of Public Housing Residents by Program Type	48
Table 29 - Homeless Needs Assessment.....	50
Table 30 – Race and Ethnicity of Homeless.....	52
Table 31 – Residential Properties by Unit Number.....	61
Table 32 – Unit Size by Tenure	61
Table 33 – Public Housing Income Limits 2014	62
Table 34 – Cost of Housing.....	64
Table 35 - Rent Paid.....	64
Table 36 – Housing Affordability.....	64
Table 37 – Monthly Rent.....	65

Table 38 – Low and Moderate-Income Households by Tenure.....	65
Table 39 - Condition of Units	67
Table 40 – Year Unit Built	67
Table 41 – Risk of Lead-Based Paint	68
Table 42 - Vacant Units	68
Table 43 – Total Number of Units by Program Type	70
Table 44 - Public Housing Condition	72
Table 45 - Facilities and Housing Targeted to Homeless Households.....	74
Table 46 – Individualized Service Plan for Homeless Individuals	75
Table 47 – Programs that Serve Vulnerable Populations.....	76
Table 48 - Licensed Assisted Senior Housing Projects	80
Table 49 - Licensed Community Care Facilities.....	80
Table 50 - Business Activity	86
Table 51 - Labor Force	86
Table 52 – Occupations by Sector	86
Table 53 - Travel Time	87
Table 54 - Educational Attainment by Employment Status	87
Table 55 - Educational Attainment by Age.....	87
Table 56 – Median Earnings in the Past 12 Months	87
Table 57 – Priority Needs Summary	99
Table 58 – Influence of Market Conditions	103
Table 59 – Entitlement Funding Received FY2010-FY2014.....	104
Table 60 - Anticipated Resources.....	105
Table 61 - Institutional Delivery Structure.....	109
Table 62 - Homeless Prevention Services Summary	110
Table 63 – Five-Year Goals Summary	113
Table 64 – Regional Emergency Shelter and Transitional Housing Facilities	122
Table 65 – Regional Permanent Supportive Housing Facilities	123
Table 66 - CDBG Fiscal Year 2015-2016 Budgetary Priorities	129
Table 67 - Expected Resources – Priority Table	131
Table 68 – One-Year Goals Summary	135
Table 69 - Project Information	137
Table 70 - Project Summary	138
Table 71 - Geographic Distribution	149
Table 72 - One Year Goals for Affordable Housing by Support Requirement.....	150
Table 73 - One Year Goals for Affordable Housing by Support Type	150

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

Introduction

The City of Porterville (City) is an entitlement jurisdiction that receives federal funds from the U.S. Department of Housing and Urban Development (HUD) to invest in local communities.

The City receives HUD funding under the Community Development Block Grant (CDBG) Program, which is designed to assist low- and moderate-income (LMI) households.

The primary objective of the CDBG program is to develop viable communities through the provision of decent housing, a suitable living environment, and expanded economic opportunities. CDBG grantees are eligible to use the resources they receive for Planning and Administration, Public Services, Community and Economic Development, Capital Improvement Projects (CIP) Public Facilities/Infrastructure, and CIP Housing Rehabilitation. Planning and Administration costs include staffing, preparation of the Consolidated Plan, general management, oversight and coordination. Public Service projects provide social services and/or other direct support to individuals and households in need of assistance. Community and Economic Development projects are focused on assisting businesses and organizations with small business loans, façade improvements, and other initiatives. CIP Public Facilities/Infrastructure projects are those which aim to improve public facilities and infrastructure. CIP Housing Rehabilitation projects are for housing rehabilitation improvements of single and multi-unit housing. The City anticipates approximately \$3,300,000 in CDBG funding from 2015-2020.

As an entitlement jurisdiction, HUD requires that the City prepare a Consolidated Plan every five years to foster a community-wide dialogue regarding the market environment and affordable housing and community development needs of the City. The City is also required to prepare an Annual Action Plan (Action Plan) to report on the distribution of federal funding and a Consolidated Annual Performance Evaluation Report (CAPER) to identify the City's progress in meeting the goals discussed in the Consolidated Plan's Strategic Plan and Action Plan.

Five Year Goals

The Consolidated Plan goals below represent high priority needs for the City and serve as the basis for the strategic actions the City will use to meet these needs. The goals, listed in no particular order, are:

1. Assist in the creation and preservation of affordable housing opportunities.
2. Support activities to prevent and end homelessness.
3. Support activities that strengthen neighborhoods.
4. Expand economic development and employment opportunity programs.

Methodology

The City's Consolidated Plan for Fiscal Years 2015-2020 serves as the strategic plan that identifies the priority housing and community development needs to guide the distribution of CDBG funding. The majority of data utilized in this plan is provided by HUD for the purpose of preparing the Consolidated Plan. HUD periodically receives custom tabulations of data from the U.S. Census Bureau that are largely not available through standard Census products. Known as the Comprehensive Housing Affordability Strategy (CHAS) data, it demonstrates the extent of housing problems and housing needs, particularly for low income households. The CHAS data is used by local governments to plan how to spend HUD funds, and may also be used by HUD to distribute grant funds.¹

When CHAS data is not available or appropriate, other data is utilized, including 2000 and 2010 U.S. Census data and American Community Survey (ACS) 2008-2012 five-year estimates. While ACS one-year estimates provide the most current data, this report utilizes five-year estimates as they reflect a larger sample size and are considered more reliable and precise.²

Federal funds provided under the CDBG entitlement program are primarily concerned with activities that benefit LMI households whose incomes do not exceed 80 percent of the area median family income (AMI), as established by HUD, with adjustments for smaller or larger families.³ HUD utilizes three income levels to define LMI households:

- Extremely low income: Households earning 30 percent or less than the AMI (subject to specified adjustments for areas with unusually high or low incomes)
- Very low income: Households earning 50 percent or less than the AMI (subject to specified adjustments for areas with unusually high or low incomes)
- Low and moderate income: Households earning 80 percent or less than the AMI (subject to adjustments for areas with unusually high or low incomes or housing costs)

Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The City is located in the eastern most portion of the Central San Joaquin Valley (Central Valley), covers the southeast area of the County of Tulare (County), and rests against the foothills of the Sierra Nevada Mountains. The City is the third largest city in the County and is home to more than 55,000 residents. Over 16,000 households with a median household income of \$42,628 are located in the City. The City also stands as a trade center that serves more than 100,000 people. Its economy is centered on various industries, including agri-business, light industry, and commercial enterprise. The City's local businesses produce a number of goods and services, including electronic medical devices, printed materials and specialty documents, and food products.⁴ Its geography, small-town character, and rising economy provide the City with various opportunities for growth and development.

¹ U.S. Department of Housing and Urban Development. "Consolidated Planning/CHAS Data." <http://www.huduser.org/portal/datasets/cp.html>

² United States Census Bureau. "American Community Survey: When to Use 1-year, 3-year, or 5-year Estimates." http://www.census.gov/acs/www/guidance_for_data_users/estimates/

³ U.S. Department of Housing and Urban Development. "Glossary of CPD Terms." http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/glossary

⁴ City of Porterville. "Welcome to City of Porterville California." <http://www.chooseporterville.com/>

The following provides a brief overview of the results of the Needs Assessment:

NA-10 Housing Needs

- Forty-nine percent of households (7,765 households) in the City are LMI, with incomes ranging from 0-80% AMI.
 - 13 percent are extremely low income (2,090 households at 0-30% AMI)
 - 18 percent are low income (2,825 households at 30-50% AMI)
 - 18 percent are moderate income (2,850 households at 50-80% AMI)
- Thirty-seven percent of owner households (3,350 households) and 53 percent of renter households (3,515 households) are cost-burdened, spending more than 30 percent of their incomes on housing costs.
- Nineteen percent of households (3,035 households) are severely cost burdened, with 1,510 renter households and 1,525 owner households spending more than 50 percent of their incomes toward housing costs.
- There are currently 2,651 households listed on the City's public housing waiting list and 16,242 listed on the Housing Authority of the County of Tulare's (HATC) countywide Section 8 program waiting list.

NA-15 Disproportionately Greater Need: Housing Problems

- Eighty-one percent of Hispanic households (1,120 households) in the 50-80% AMI category experience housing problems, compared to 71 percent (1,715 households) of the jurisdiction as a whole.

NA-20 Disproportionately Greater Need: Severe Housing Problems

- Fifty-five percent of Asian households (30 households) in the 50-80% AMI category experience severe housing problems, compared to 26 percent (825 households) of the jurisdiction as a whole.

NA-25 Disproportionately Greater Need: Housing Cost Burden

- Forty-three percent of City households (6,865 households) are cost burdened and spend more than 30 percent of their income on housing costs.
- Nineteen percent (3,040 households) are severely cost burdened and paying more than 50 percent of their income on housing costs.
- Among severely cost burdened households paying more than 50 percent of their income toward housing costs, Black/African American households experience a disproportionate need, with 35 percent (35 households) experiencing severe cost burden, compared to 18 percent (2,665 households) of the jurisdiction as a whole.

NA-35 Public Housing

- Currently, there are a total of four accessible units in HATC's public housing stock in the City and 17 individuals on the waiting list for accessible units in the public housing program.
- Countywide, households receiving public housing and Section 8 assistance have an average annual income of \$23,468.

NA-40 Homeless Needs

- On the night of the 2014 Tulare/Kings County PIT count, 763 persons were identified as homeless in the region – 140 (18 percent) of which were located in the City.
- Ninety-nine (71 percent) of the total homeless persons counted in the City were adults and 41 (29 percent) were children under the age of 18.
- Twenty-three percent of homeless households were families with children (20 households), while 77 percent were households with only adults.

NA-45 Non-Homeless Special Needs

- From April 2006 through June 2014, a total of 413 cases of AIDS were reported within the County of Tulare; 187 are still living. During the same period, a total of 129 HIV cases were reported; 121 individuals are still living.
- Approximately 961 of persons listed on the public housing and Section 8 waiting lists are elderly or near elderly (55 or over).
- Currently, there are a total of 23 households containing at least one disabled member living in public housing in the City and 436 households containing at least one disabled member utilizing Section 8 countywide.

NA-50 Non-Housing Community Development Needs

- Survey respondents identified the following community development needs as priority areas within the following three categories:
 - Public Facilities: Youth centers, parks and recreational facilities, educational facilities, libraries, homeless facilities (transitional housing and emergency shelters)
 - Public Improvements: Street improvements, lighting improvements, water/sewer improvements, water/sewer improvements, sidewalk improvements, storm water and drainage improvements
 - Public Services: Youth services, crime awareness/prevention services, neighborhood cleanups (trash, graffiti, etc.), employment training services, and services for abused, abandoned, and neglected children

Evaluation of past performance

The City is responsible for ensuring compliance with all rules and regulations associated with the CDBG entitlement grant programs. The City's Annual Action Plans and CAPERs have provided many details about the goals, projects and programs completed by the City over the past 34 years.

The City recognizes that the evaluation of past performance is critical to ensure the City and its subrecipients are implementing activities effectively and that those activities align with the City's overall strategies and goals. The performance of programs and systems are evaluated annually.

Goals for future projects are set by the evaluation and the success of existing programs as well as the evaluation of the needs that exists in the community. With 52 percent of entitlement funding received applied to the Section 108 loan there is a limited amount of discretionary funding available for large projects. The City will continue funding salaries for the very successful Youth Center, and the Shelter-Plus-Care Program, and as more funding becomes available the City will look for ways to improve living conditions, eliminate slum and blight, and improve public facilities.

Summary of citizen participation process and consultation process

To maximize participation in the preparation of the 2015-2020 Consolidated Plan, the City designed and administered a community needs survey and held community forums. The community needs survey was distributed to residents, workers, service providers, and businesses of the City. It is estimated that there was a potential reach of 4,732 entities, organizations, or persons that were informed of and/or engaged in the preparation of the Consolidated Plan. Approximately 300 hardcopy surveys were distributed to public housing sites, school districts, health care providers, libraries, and community centers. The survey was also distributed via email and social media. The City sent emails to 129 different individuals or organizations notifying them of the Community Needs Survey and Community and Stakeholder Forums. It is estimated that 2,040 persons on Facebook were reached with information regarding the Consolidated Plan. Two hundred and twenty survey responses were submitted to the City. The City also held three Community Forums, which were attended by a total of 30 individuals, and presented the Consolidated Plan to multiple organizations and advisory boards.

Summary of public comments

[LDC to insert after public comment period.]

Summary of comments or views not accepted and the reasons for not accepting them

[LDC to insert after public comment period.]

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Table 1 – Responsible Agencies

Agency Role	Name	Department/Agency
Lead Agency, CDBG Grant Administrator	City of Porterville	Department of Community and Economic Development

Lead and Responsible Agencies

The City of Porterville (City) is the Lead Agency for the United States Department of Housing and Urban Development (HUD) entitlement programs. The City's Department of Community Development is responsible for administering the funds it receives under the Community Development Block Grant (CDBG).

Consolidated Plan Public Contact Information

City of Porterville

Jennifer M. Byers

Interim Director

Community Development Department

jbyers@ci.porterville.ca.us

291 N. Main Street

Porterville, CA 93257

PR-10 Consultation - 91.100, 91.200(b), 91.215(l)

Introduction

The City, with the assistance of LeSar Development Consultants, launched a comprehensive public engagement strategy to consult with stakeholders of the City to prioritize needs, set goals, and inform strategies for the implementation of the Consolidated Plan. The City's outreach effort focused on engaging community residents, beneficiaries of entitlement funds, and stakeholders of the City. The City held three community forums to introduce the Consolidated Planning process to meeting participants and gather information regarding the community's top priorities. The City also conducted a Community Needs Survey to gather input from community residents and stakeholders of the City. Survey respondents were asked to identify the greatest needs and priorities in the City that could be addressed through entitlement funding programs.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City worked collaboratively with public officials, City departments, community residents and stakeholders, and beneficiaries of entitlement funds to craft the priorities and strategies included in this Consolidated Plan. The City facilitated a community outreach and engagement effort to further strengthen the dialogue between public and assisted housing providers and private and governmental health, mental health and service agencies that receive federal funding. The City held three community forums to prompt a discussion on the City's top community needs and approaches to addressing them.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The Kings and Tulare County Continuum of Care (Alliance) is comprised of a group of service providers, advocates, public agencies, and homeless individuals to address the needs of the homeless population in the Kings and Tulare County regions. The City is an active participant in monthly Alliance meetings, which are intended to enhance coordination, share information on best practices, and develop a better understanding of the needs of the homeless population in jurisdictions across both counties. The Alliance recently implemented Every Door Open, a coordinated entry and assessment system to serve Kings and Tulare counties. Every Door Open is designed to help individuals at-risk of or currently experiencing homelessness. The coordinated entry and assessment system prioritizes the most vulnerable homeless individuals, including the chronically homeless, families with children, veterans, and unaccompanied youth.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

Not applicable. The City does not receive ESG funding.

Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

In June 2014, the City contracted with LeSar Development Consultants (LDC) for the development and preparation of the City's Consolidated Plan for Fiscal Year 2015-2020. The City launched a comprehensive and concerted strategy to gather feedback from community stakeholders, public officials, and beneficiaries of HUD entitlement programs to prioritize needs and implement strategies that inform the use of federal entitlement program funding over the next five years.

Table 2 - Agencies, Groups, and Organizations who Participated

Agency / Group / Organization	Agency / Group / Organization Type	What Section of the Plan Was Addressed by the Consultation?	How Was the Agency/Group/Organization Consulted and What are the Anticipated Outcomes of the Consultation or Areas for Improved Coordination?
Bank of the Sierra	Business Leaders	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City's community needs.
CDBG Advisory Committee	Other government – Local	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City's community needs.
Central California Family Crisis Center	Services – Victims of Domestic Violence	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City's community needs.
Chamber of Commerce	Business Leaders	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City's community needs.
City of Porterville – Public Works Department, Parks and Leisure Services, and Community Development Department	Other government – Local	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City's community needs.
City of Porterville Library	Services – Education	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City's community needs.
Community Services Employment Training (CSET)	Services – Employment	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City's community needs.

Agency / Group / Organization	Agency / Group / Organization Type	What Section of the Plan Was Addressed by the Consultation?	How Was the Agency/Group/Organization Consulted and What are the Anticipated Outcomes of the Consultation or Areas for Improved Coordination?
Employment Connection	Services – Employment	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City's community needs.
Family HealthCare Network	Services – Health	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City's community needs.
Habitat for Humanity of Tulare County	Housing	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City's community needs.
Kings View Mental Health	Services – Health	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City's community needs.
KTIP Radio	Other – Broadcasting Organization	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City's community needs.
Melson Realty	Business Leaders	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City's community needs.
Partners for Inclusion of Vocational Education Training (PIVET)	Services – Employment	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City's community needs.
Porterville College	Services – Education	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City's community needs.
The Porterville Recorder	Other – Newsprint Organization	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City's community needs.
Proteus	Services – Employment	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City's community needs.

Agency / Group / Organization	Agency / Group / Organization Type	What Section of the Plan Was Addressed by the Consultation?	How Was the Agency/Group/Organization Consulted and What are the Anticipated Outcomes of the Consultation or Areas for Improved Coordination?
Sierra View Medical Center	Services – Health	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City’s community needs.
State Farm	Business Leaders	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City’s community needs.
Tulare County Health and Human Services Agency	Other government – Regional	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City’s community needs.
Tulare County Economic Development Corporation (EDC)	Business Leaders	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City’s community needs.
Victory Outreach	Other – Faith-based Institution	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City’s community needs.
Warm Line of Tulare County	Services – Victims of Domestic Violence	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City’s community needs.
Workforce Investment Board	Other government – Local	Needs Assessment and Strategic Plan	Representative(s) attended at least one community forum and provided input to help prioritize the City’s community needs.

Identify any Agency Types not consulted and provide rationale for not consulting

Not applicable.

Other Local/Regional/State/Federal Planning Efforts Considered When Preparing the Plan

Table 3 – Other local / regional / federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Connecting the Dots	Continuum of Care (Alliance)	Connecting the Dots is a Ten Year Plan to prevent and end homelessness in the Kings and Tulare County region. This effort is aligned with the Strategic Plan's goal to support activities that prevent and end homelessness.
San Joaquin Valley Fair Housing and Equity Assessment (FHEA)	California Coalition for Rural Housing	The FHEA provides an overview of racial and economic segregation patterns in the City and describes its impact on residential mobility. The report also includes a set of recommendations to promote integration in the City and lessen the negative consequences generated as a result of segregation identified within the report. Both plans focus on supporting and promoting the creation of affordable housing opportunities for LMI and special needs households.
City of Porterville General Plan Housing Element	City of Porterville	The Housing Element identifies the housing needs of the community, goals and objectives to address those needs, and outlines the community's efforts to pursue specific policies and programs to achieve its goals and objectives. The Strategic Plan supports the Housing Element's plan to ensure that there is an adequate supply of affordable housing to meet the current and future needs of the population.

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City worked collaboratively with other public entities in the creation of the Consolidated Plan. HATC and the Alliance were involved in the formation of the Consolidated Plan and will continue to work with the City to ensure its successful implementation. As a member of the Alliance, the City has cooperated with other jurisdictions located in the Kings and Tulare counties to end homelessness in the region. Moving forward, the City will continue to play an active role in the Alliance and exchange information with other Alliance members.

PR-15 Citizen Participation

Summarize citizen participation process and how it impacted goal-setting

The following provides a brief overview of the outreach conducted to maximize participation in the preparation of the Consolidated Plan. **Appendix B: Citizen Participation Summary** offers a comprehensive summary of the citizen participation process and its impact on goal-setting.

Community Needs Survey

- Results: 220 responses
- Outreach: It is estimated that there was a potential reach of 4,732 entities, organizations, or persons were informed of and/or engaged in the preparation of the Consolidated Plan
- Hardcopy Engagement: 300 hardcopy surveys and flyers were distributed to: public housing sites, school districts, health care providers, libraries, and community centers
- Email Engagement and Social Media: 1,487 emails sent; 2,040 persons on Facebook were reached

Community and Stakeholder Forums

- Three community forums attended by 30 individuals. These meetings were open to the public and held at the following locations:
 - Heritage Center
256 E. Orange Ave.
Porterville, CA
October 8, 2014, 5:30 p.m. to 7:30 p.m.
 - Fire Station #2
500 North Newcomb Street
Porterville, CA 93257
October 9, 2014, 10:00 a.m. to 12:00 a.m.
 - City Hall
291 North Main Street
Porterville, CA 93257
October 14, 2014, 5:30 p.m. to 7:30 p.m.

Additionally, City staff leveraged existing events to engage the community and encourage participation and feedback:

- Porterville Chamber of Commerce First Friday Coffee, October 3, 2014
- Step-Up Event, October 9, 2014
- City of Porterville Youth Commission Meeting, October 13, 2014
- Orange Belt Board of Realtors Luncheon, October 15, 2014

Consolidated Plan Public Comment Period

The Consolidated Plan was released May 8, 2015 for a 30 day public review and comment period. The Plan was available electronically at www.ci.porterville.ca.us. Hardcopies were distributed throughout Porterville, including, but not limited to, libraries, community meetings, and organizations benefiting LMI residents and areas. The electronic version was sent to a distribution list of approximately 50 organizations who participated during the Strategic Planning. In addition, public comment was encouraged at the hearings listed below, or could be submitted in writing to: Housing@ci.porterville.ca.us. A summary of all public comments is included in the final Consolidated Plan, along with the City's response to the comments, if any.

Public Hearings

Locations and dates:

- Citizens Advisory and Housing Opportunity Committee Public Hearing
291 N. Main Street
Porterville, CA 93257
City Hall Jay C. Coleman Conference Room, 5:30 p.m.
April 27, 2015
- City Council Adoption of Action Plan Public Hearing
291 Main Street
Porterville, CA 93257
City Hall Council Chambers, 6:30 p.m.
June 16, 2015

In addition to the mass distribution of the draft Consolidated Plan a public notice was published in the Porterville Recorder and Noticiero Semanal in advance notifying the public of the upcoming public hearings as well as the 30 day public comment period.

Citizen Participation Outreach

Table 4 – Citizen Participation Outreach

Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
Public Meetings	Non-targeted/broad community	A total of 30 individuals attended one of three community forums held in October 2014.	See Appendix B	All comments were accepted.	
Internet Outreach	Non-targeted/broad community	<ul style="list-style-type: none"> The survey link was emailed to over 129 entities, organizations, agencies, or individuals with a request to share the survey with their network. The survey link was posted to the City's webpage: www.ci.porterville.ca.us. The survey link was distributed to the City's Parks and Leisure Services Department contact list (potential reach of 539) and posted to the City's Parks and Leisure Services Department Facebook page (potential reach of 1,857). The survey link was distributed to the Chamber of Commerce's newsletter contact list (potential reach of 800) and posted to the Chamber of Commerce's Facebook page (potential reach of 183).* 	See Appendix B	All comments were accepted.	<p>English: www.surveymonkey.com/s/PortervilleConPlan</p> <p>Spanish: www.surveymonkey.com/s/PortervilleConPlanEspaol</p>
Newspaper Ad	<p>Non-targeted/broad community</p> <p>Non-English Speaking – Specify other language: Spanish</p>	Notices on the community forums and community needs surveys were posted in The Porterville Recorder newspaper.	N/A	N/A	

Hardcopy Survey Distribution	Non-targeted/broad community Non-English Speaking – Specify other language: Spanish	<ul style="list-style-type: none"> Approximately 300 hard copy surveys were distributed to residents of the City at various locations, including public housing sites, school districts, health care providers, libraries, and community centers. 	See Appendix B		
Other	Non-targeted/broad community Non-English speaking – Specify language: Spanish	<p>A total of 220 Community Needs surveys were submitted to the City from September to November 2014.</p> <ul style="list-style-type: none"> 112 were submitted in hardcopy format 108 were completed online 			

* Estimate reflects the number of “Likes” or “Followers” of organization’s Facebook and/or Twitter page.

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The City is located in the eastern most portion of the Central San Joaquin Valley (Central Valley), covers the southeast area of the County of Tulare (County), and rests against the foothills of the Sierra Nevada Mountains. The City is the third largest city in the County and is home to more than 55,000 residents. Over 16,000 households with a median household income of \$42,628 are located in the City. The City also stands as a trade center that serves more than 100,000 people. Its economy is centered on various industries, including agri-business, light industry, and commercial enterprise. The City's local businesses produce a number of goods and services, including electronic medical devices, printed materials and specialty documents, and food products.⁵ Its geography, small-town character, and rising economy provide the City with various opportunities for growth and development.

The City is located 45 miles from California's renowned Sequoia National Park and considered the southern gateway to the Sierra Nevada Mountains. Its proximity to the national park and mountains make it an entryway for tourists seeking to explore the ecology and natural resources of California's eastern edge of the United States and the western section of North America. The City is also close to Eagle Mountain Casino, Success Lake, and River Island Country Club – all of which are popular attractions for both visitors and residents of the Central Valley.⁶

The City is tasked both with determining the areas of greatest need and those in which community investment can have the most impact given the limited resources available. To adequately address the City's community needs and support its thriving economy, the City has identified and assessed the areas that could benefit most from federal investment through the U.S. Department of Housing and Urban Development (HUD).

Methodology

The majority of data utilized in this document is provided by HUD for the purpose of preparing the Consolidated Plan. HUD periodically receives custom tabulations of data from the U.S. Census Bureau that are largely not available through standard Census products. Known as the Comprehensive Housing Affordability Strategy (CHAS) data, it demonstrates the extent of housing problems and housing needs, particularly for low income households. The CHAS data is used by local governments to plan how to spend HUD funds, and may also be used by HUD to distribute grant funds.⁷

When CHAS data is not available other data is utilized, including 2000 and 2010 U.S. Census data and American Community Survey (ACS) 2008-2012 five-year estimates. While ACS one-year estimates

⁵ City of Porterville. "Welcome to City of Porterville California." <http://www.chooseporterville.com/>

⁶ City of Porterville. "Porterville – Gateway to the Southern Sierra." <http://www.ci.porterville.ca.us/mods/LivingHere/porterville-gateway-to-the-southern-sierra.cfm>

⁷ U.S. Department of Housing and Urban Development. "Consolidated Planning/CHAS Data." <http://www.huduser.org/portal/datasets/cp.html>

provide the most current data, this report utilizes five-year estimates as they reflect a larger sample size and are considered more reliable and precise.⁸

Federal funds provided under the Community Development Block Grant (CDBG) are primarily concerned with activities that benefit low-and moderate-income (LMI) households whose incomes do not exceed 80 percent of the area median family income (AMI), as established by HUD, with adjustments for smaller or larger families.⁹ HUD utilizes three income levels to define LMI households:

- Extremely low income: Households earning 30 percent or less than the AMI (subject to specified adjustments for areas with unusually high or low incomes)
- Very low income: Households earning 50 percent or less than the AMI (subject to specified adjustments for areas with unusually high or low incomes)
- Low and moderate income: Households earning 80 percent or less than the AMI (subject to adjustments for areas with unusually high or low incomes or housing costs)

Overview

- Forty-nine percent of households (7,765 households) in the City are LMI, with incomes ranging from 0-80% AMI.
 - 13 percent are extremely low income (2,090 households at 0-30% AMI)
 - 18 percent are low income (2,825 households at 30-50% AMI)
 - 18 percent are low and moderate income (2,850 households at 50-80% AMI)

The following provides a brief summary of the results of the needs assessment, which will be discussed in more detail in each corresponding section of this chapter.

NA-10 Housing Needs

- Thirty-seven percent of owner households (3,350 households) and 53 percent of renter households (3,515 households) are cost-burdened, and spend more than 30 percent of their incomes on housing costs.
- Nineteen percent of households (3,035 households) are severely cost-burdened, with 1,510 renter households and 1,525 owner households spending more than 50 percent of their incomes toward housing costs.
- There are currently 2,651 households listed on the City's public housing waiting list and 16,242 listed on HATC's countywide Section 8 program waiting list.

NA-15 Disproportionately Greater Need: Housing Problems

- Eighty-one percent of Hispanic households (1,120 households) in the 50-80% AMI category experience housing problems, compared to 71 percent (1,715 households) of the jurisdiction as a whole.

⁸ United States Census Bureau. "American Community Survey: When to Use 1-year, 3-year, or 5-year Estimates." http://www.census.gov/acs/www/guidance_for_data_users/estimates/

⁹ U.S. Department of Housing and Urban Development. "Glossary of CPD Terms." http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/glossary

NA-20 Disproportionately Greater Need: Severe Housing Problems

- Fifty-five percent of Asian households (30 households) in the 50-80% AMI category experience severe housing problems, compared to 26 percent (825 households) of the jurisdiction as a whole.

NA-25 Disproportionately Greater Need: Housing Cost Burden

- Forty-three percent of City households (6,865 households) are cost burdened and spend more than 30 percent of their income on housing costs.
- Nineteen percent (3,040 households) are severely cost burdened and paying more than 50 percent of their income on housing costs.
- Among severely cost burdened households paying more than 50 percent of their income toward housing costs, Black/African American households experience a disproportionate need, with 35 percent (35 households) experiencing severe cost burden, compared to 18 percent (2,665 households) of the jurisdiction as a whole.

NA-35 Public Housing

- Currently, there are a total of four accessible units in HATC's public housing stock in the City and 17 individuals on the waiting list for accessible units in the public housing program.
- Countywide, households receiving public housing and Section 8 assistance have an average annual income of \$23,468.

NA-40 Homeless Needs

- On the night of the 2014 Tulare/Kings County PIT count, 763 persons were identified as homeless in the region – 140 (18 percent) of which were located in the City.
- Ninety-nine (71 percent) of the total homeless persons counted in the City were adults and 41 (29 percent) were children under the age of 18.
- Twenty-three percent of homeless households were families with children (20 households), while 77 percent were households with only adults.

NA-45 Non-Homeless Special Needs

- From April 2006 through June 2014, a total of 413 cases of AIDS were reported within the County of Tulare; 187 are still living. During the same period, a total of 129 HIV cases were reported; 121 individuals are still living.
- Approximately 961 of persons listed on the public housing and Section 8 waiting lists are elderly or near elderly (55 or over).
- Currently, there are a total of 23 households containing at least one disabled member living in public housing in the City and 436 households containing at least one disabled member utilizing Section 8 countywide.

NA-50 Non-Housing Community Development Needs

- Survey respondents identified the following community development needs as priority areas within the following three categories:
 - Public Facilities: Youth centers, parks and recreational facilities, educational facilities, libraries, homeless facilities (transitional housing and emergency shelters)
 - Public Improvements: Street improvements, lighting improvements, water/sewer improvements, water/sewer improvements, sidewalk improvements, storm water and drainage improvements
 - Public Services: Youth services, crime awareness/prevention services, neighborhood cleanups (trash, graffiti, etc.), employment training services, and services for abused, abandoned, and neglected children

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Introduction

This section provides an overview of the housing needs present in the City, including the degree and distribution of housing problems within multiple income brackets. Within the CHAS data, HUD identifies four housing problems:

1. Housing unit lacking complete kitchen facilities
2. Housing unit lacking complete plumbing facilities
3. Overcrowded with more than 1 person per room
4. Cost burdened, with household paying more than 30 percent of income toward housing costs (including utilities)

In addition, HUD identifies four severe housing problems:

1. Housing unit lacking complete kitchen facilities
2. Housing unit lacking complete plumbing facilities
3. Severely overcrowded, with more than 1.5 persons per room
4. Severely cost burdened families paying more than 50 percent of income toward housing costs (including utilities)

Table 5 - Housing Needs Assessment Demographics

Demographics	Base Year: 2000	Most Recent Year: 2013	% Change
Population	44,156	53,534	21%
Households	11,884	16,417	38%
Median Income	\$32,046	\$41,905	31%

Data Source: 2000 Census (Base Year), 2009-2013 ACS (Most Recent Year)

Table 6 - Total Households

	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	>100% AMI
Total Households *	2,090	2,830	2,850	1,325	6,975
Small Family Households *	970	1,055	1,115	640	3,595
Large Family Households *	435	455	625	340	1,435
Household contains at least one person 62-74 years of age	300	480	425	330	1,365
Household contains at least one person age 75 or older	115	470	285	140	420
Households with one or more children 6 years old or younger *	760	805	1,020	425	1,100

* the highest income category for these family types is >80% HAMFI

Data Source: 2007-2011 CHAS

Table 7 – Housing Problems

	Renter Households					Owner Households				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	40	50	10	20	120	0	0	0	0	0
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	100	35	60	45	240	15	0	10	35	60
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	175	210	90	115	590	30	85	135	55	305
Housing cost burden greater than 50% of income (and none of the above problems)	855	315	85	10	1,265	515	495	260	40	1,310
Housing cost burden greater than 30% of income (and none of the above problems)	120	800	555	65	1,540	20	195	475	155	845
Zero/negative Income (and none of the above problems)	65	0	0	0	65	25	0	0	0	25

Data Source: 2007-2011 CHAS

Table 8 – Severe Housing Problems

	Renter Households					Owner Households				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having one or more of four housing problems	1,165	610	250	190	2,215	565	580	405	130	1,680
Having none of four housing problems	215	1,110	1,060	430	2,815	60	530	1,140	575	2,305
Household has negative income, but none of the other housing problems	65	0	0	0	65	25	0	0	0	25

Data Source: 2007-2011 CHAS

Table 9 – Cost Burden > 30%

	Renter Households				Owner Households			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	710	715	220	1,645	260	180	405	845
Large Related	275	215	150	640	105	180	160	445
Elderly	110	295	90	495	100	275	220	595
Other	195	165	240	600	95	110	30	235
Total need by income	1,290	1,390	700	3,380	560	745	815	2,120

Data Source: 2007-2011 CHAS

Table 10 – Cost Burden > 50%

	Renter Households				Owner Households			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	580	180	10	770	260	120	195	575
Large Related	190	25	40	255	105	135	15	255
Elderly	95	100	10	205	80	170	55	305
Other	180	50	30	260	95	80	0	175
Total need by income	1,045	355	90	1,490	540	505	265	1,310

Data Source: 2007-2011 CHAS

Table 11 – Crowding Information

	Renter Households					Owner Households				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	220	230	150	135	735	45	55	100	70	270
Multiple, unrelated family households	15	15	0	20	50	0	30	50	20	100
Other, non-family households	40	0	0	25	65	0	0	0	0	0
Total need by income	275	245	150	180	850	45	85	150	90	370

Data Source: 2007-2011 CHAS

Table 12 – Households with Children Present

	Renter Households				Owner Households			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	660	610	555	1,825	100	195	465	760

Data Source: 2007-2011 CHAS

What are the most common housing problems?

Cost burden and severe cost burden are the most common housing problems in the City, with 43 percent of households in the City experiencing cost burden or severe cost burden. Overcrowding is the third most common housing problem in the City.

Cost Burden

The most common housing problem with the City is cost burden.

- Forty-three percent of households (6,865 households) are paying more than 30 percent of their income toward housing.
- Eighty percent of cost burdened households have incomes at or below 80% AMI.

Severe Cost Burden

- Nineteen percent of households (3,040 households) are paying more than 50 percent of their income toward housing.
- Ninety-two percent of severely cost burdened households have incomes at or below 80% AMI.

Overcrowding

The third most common housing problem is overcrowding.

- Two percent of households (895 households) are overcrowded, with more than one person per room
- Eighty-one percent of overcrowded households have incomes at or below 80% AMI.

Are any populations/household types more affected than others by these problems?

LMI renter households are more likely to experience cost burden, with 51 percent of LMI renter households (3,385 households) paying more than 30 percent of their income toward housing costs, compared to 23 percent of LMI owner households (2,125 households). Additionally, 22 percent of renter households (1,490 households) paying more than 50 percent of their income toward housing costs are LMI, compared to 14 percent of owner households (1,310 households).

Describe the number and type of single person households in need of housing assistance.

The mission of the Housing Authority of the County of Tulare (HATC) is to provide affordable, well-maintained rental housing to qualified families. As a result of the high demand for housing for working families, seniors, and disabled individuals and households, HATC prioritizes these populations in its delivery of housing assistance. HATC has implemented regulations which standardize priority to house families and single persons who are near-elderly (55 or over), disabled, handicapped, or displaced by Government Action. Eligible applicants are housed prior to single persons who do not qualify for one of those categories.

Section 8 and Public Housing Programs

A total of 2,769 single persons are listed on the public housing and Section 8 waiting lists. Approximately 961 are elderly or near elderly (55 or over).

HATC manages a countywide Section 8 waiting list and four area-specific waiting lists for the Public Housing Program: Visalia Area, Dinuba Area, Tulare Area and Porterville Area. To calculate the number of single persons on both waiting lists, totals from the countywide Section 8 waiting list and the Porterville Area public housing waiting list were added.

Homelessness

According to data from the 2014 PIT count, 63 single person households are in need of housing on any given night. Over half (55 percent) of single-person households are males (35 individuals) and 44 percent (28 individuals) are females. Twenty-nine percent are categorized as being age 50 or greater and 33 percent have been homeless for a year or more.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Disabled

Currently, there are a total of 23 households containing at least one disabled member living in public housing in the City and 436 households containing at least one disabled member utilizing Section 8 countywide. Additionally, there are a total of 2,939 households containing at least one disabled member in the Porterville Area public housing and countywide Section 8 waiting lists.

According to data from the 2014 PIT count, 75 individuals (54 percent) of the City's homeless population reported having a disabling condition. This includes people who reported a physical disability (41 individuals), serious mental illness (30 individuals), substance abuse issues (28 individuals), or HIV/AIDS (1 individual).¹⁰

Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking

HATC does not collect information on the number and type of families in need of housing assistance whose members are victims of domestic violence, dating violence, sexual assault or stalking. On an as-needed basis, HATC refers individuals to Family Services and Central California Family Crisis Center, which operate emergency shelters along with supportive housing programs for victims of domestic violence, dating violence, sexual assault, and stalking. These programs offer clients full case management support and housing.

Data from the 2014 PIT count indicates that 62 homeless individuals (44 percent) identified themselves as being victims of domestic violence. Seven of these individuals indicated that they became homeless as a result of domestic violence.¹¹

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

The City is not an ESG entitlement jurisdiction and does not receive funding for rapid re-housing assistance.

Section 8 and Public Housing

According to HATC, the Porterville Area public housing waiting list totals 2,651 households, while the countywide Section 8 waiting list totals 16,242. Out of the subject 18,893 households on the waiting lists, 20 percent are single-parent households with children. Twenty percent of households in the Porterville Area public housing and countywide Section 8 lists are single-parent households with incomes under 30% AMI.

HATC does not operate emergency shelters, provide emergency rental assistance, nor manage rapid re-housing programs. HATC refers individuals who are in need of such assistance to public and nonprofit agencies that operate such programs (C-SET, Tulare County Family Services, etc.). HATC recommends that such applicants also apply for the waitlist for both the Section 8 and public housing programs.

Homelessness

The homeless individuals surveyed identified the top four services needed as: 1) housing assistance (deposit assistance, affordable housing, rental subsidies), 2) food/hot meal, mental/health care, and 3)

¹⁰ Kings/Tulare Continuum of Care on Homelessness. "2014 Point in Time Report." 2014.

¹¹ Ibid.

job training. The 2014 PIT count reported 20 households without a permanent place to live that contained children.¹²

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates.

Not applicable. Jurisdiction does not maintain an operational definition of at-risk.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Data from the 2014 PIT count indicates that within the City, the top four reasons for homelessness were: 1) unemployment (19 percent), 2) argument with family or friends (17 percent), 3) lack of affordable housing (15 percent), and 4) divorce/separation (9 percent). Only one individual reported to be homeless as a result of living in substandard housing conditions.

This data suggests that lack of affordable housing, along with high unemployment rates are the main indicators of increased risk of homelessness.

Discussion

Please see discussion above.

¹² Ibid.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Per HUD definitions, a disproportionate need exists when any racial or ethnic group has a housing need that is 10 percent or higher than the jurisdiction as a whole. This section analyzes the extent of housing problems and identifies populations that have a disproportionately greater need.

Within the CHAS data, HUD identifies four housing problems:

1. Housing unit lacking complete kitchen facilities
2. Housing unit lacking complete plumbing facilities
3. Overcrowded with more than 1 person per room
4. Cost burdened, with household paying more than 30 percent of income toward housing costs (including utilities)

Table 13 - Disproportionate Housing Need 0-30% AMI

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,985	290	155
White	660	115	45
Black / African American	35	0	0
Asian	60	15	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	1,235	165	85

Data Source: 2007-2011 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Table 14 - Disproportionate Housing Need 30-50% AMI

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,715	705	0
White	555	320	0
Black / African American	0	0	0
Asian	20	75	0
American Indian, Alaska Native	4	4	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Pacific Islander	0	0	0
Hispanic	1,120	270	0

Data Source: 2007-2011 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Table 15 - Disproportionate Housing Need 50-80% AMI

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,720	1,485	0
White	575	595	0
Black / African American	20	0	0
Asian	30	25	0
American Indian, Alaska Native	14	15	0
Pacific Islander	0	0	0
Hispanic	1,050	830	0

Data Source: 2007-2011 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Table 16 - Disproportionate Housing Need 80-100% AMI

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	585	720	0
White	165	390	0
Black / African American	0	15	0
Asian	15	4	0
American Indian, Alaska Native	0	20	0
Pacific Islander	0	0	0
Hispanic	395	280	0

Data Source: 2007-2011 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Table 17 - Percentage of Disproportionate Housing Need

	0-30% AMI		30-50% AMI		50-80% AMI		80-100% AMI	
	#	%	#	%	#	%	#	%
Jurisdiction as a Whole	1,985	87%	1,715	71%	1,720	54%	585	45%
White	660	85%	555	63%	575	49%	165	30%
Black / African American	35	-	0	-	20	-	0	-
Asian	60	80%	20	21%	30	55%	15	79%
American Indian, Alaska Native	0	-	4	50%	14	48%	0	-
Pacific Islander	0	-	0	-	0	-	0	-
Hispanic	1,235	88%	1,120	81%	1,050	56%	395	59%

Data Source: 2007-2011 CHAS

Data Source Comment: Totals may not add to 100% due to rounding

Discussion

Below is a summary of the disproportionate needs experienced by LMI households.

- Eighty-one percent of Hispanic households (1,120 households) in the 50-80% AMI category experience housing problems, compared to 71 percent (1,715 households) of the jurisdiction as a whole.
- Seventy-nine percent of Asian households (15 households) in the 80-100% AMI category experience housing problems, compared to 45 percent of the jurisdiction as a whole.

While not an LMI income category, it is worth noting that 59 percent of Hispanic households (395 households) and 79 percent of Asian households (15 households) in the 80-100% AMI category experience housing problems, compared to 45 percent (585 households) of the jurisdiction as a whole.

Note: Due to insufficient HUD data, this analysis does not include Black/African American, American Indian, Alaska Native, or Pacific Islander households in the 0-30% AMI income bracket. It also does not include Black/African American or American Indian, Alaska Native households in the 30-50% and 50-80% AMI income brackets. Additionally, households with no/negative income are not counted in the analysis as they cannot by definition be cost burdened although they still may require housing assistance.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Per HUD definitions, a disproportionate need exists when any racial or ethnic group has a housing need that is 10 percent or higher than the jurisdiction as a whole. A household is considered severely overcrowded when there are more than 1.5 persons per room and is severely cost burdened when paying more than 50 percent of their income toward housing costs, including utilities. This section analyzes the extent of severe housing problems and identifies populations that have a disproportionately greater need.

Within the CHAS data, HUD identifies four severe housing problems:

1. Housing unit lacking complete kitchen facilities
2. Housing unit lacking complete plumbing facilities
3. Severely overcrowded, with more than 1.5 persons per room
4. Severely cost burdened families paying more than 50 percent of income toward housing costs (including utilities)

Table 18 – Disproportionate Severe Housing Need 0-30% AMI

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,755	520	155
White	535	240	45
Black / African American	35	0	0
Asian	45	25	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	1,145	255	85

Data Source: 2007-2011 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Table 19 – Disproportionate Severe Housing Need 30-50% AMI

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	815	1,605	0
White	280	595	0

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Black / African American	0	0	0
Asian	4	90	0
American Indian, Alaska Native	0	10	0
Pacific Islander	0	0	0
Hispanic	535	855	0

Data Source: 2007-2011 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Table 20 – Disproportionate Severe Housing Need 50-80% AMI

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	825	2,380	0
White	255	915	0
Black / African American	0	20	0
Asian	30	25	0
American Indian, Alaska Native	0	29	0
Pacific Islander	0	0	0
Hispanic	525	1,360	0

Data Source: 2007-2011 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Table 21 – Disproportionate Severe Housing Need 80-100% AMI

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	285	1,025	0
White	40	515	0
Black / African American	0	15	0
Asian	10	8	0
American Indian, Alaska Native	0	20	0
Pacific Islander	0	0	0
Hispanic	235	440	0

Data Source: 2007-2011 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Table 22 – Percentage of Disproportionate Severe Housing Need

	0-30% AMI		30-50% AMI		50-80% AMI		80-100% AMI	
	#	%	#	%	#	%	#	%
Jurisdiction as a Whole	1,755	77%	815	34%	825	26%	285	22%
White	535	69%	280	32%	255	22%	40	7%
Black / African American	35	-	0	-	0	-	0	-
Asian	45	64%	4	4%	30	55%	10	56%
American Indian, Alaska Native	0	-	0	-	0	-	0	-
Pacific Islander	0	-	0	-	0	-	0	-
Hispanic	1,145	82%	535	34%	525	28%	235	35%

Data Source: 2007-2011 CHAS

Data Source Comment: Totals may not add to 100% due to rounding

Discussion

Below is a summary of the disproportionate needs experienced by LMI households.

- Fifty-five percent of Asian households (30 households) in the 50-80% AMI category experience severe housing problems, compared to 26 percent (825 households) of the jurisdiction as a whole.

While not an LMI income category, it is worth noting that 56 percent of Asian households (10 households) and 35 percent of Hispanic households (235 households) in the 80-100% AMI category experience severe housing problems, compared to 22 percent of the jurisdiction as a whole.

Note: Due to insufficient data, this analysis does not include Black/African American, American Indian, Alaska Native, or Pacific Islander households in the 0-30%, 30-50%, and 50-80% AMI income categories. Additionally, households with no/negative income are not counted in the analysis, as they cannot by definition be cost burdened, although they still may require housing assistance. Additionally, households with no/negative income are not counted in the analysis as they cannot by definition be cost burdened although they still may require housing assistance.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Per HUD definitions, a disproportionate need exists when any racial or ethnic group has a housing need that is 10 percent or higher than the jurisdiction as a whole. A household is considered cost burdened when paying more than 30 percent of its income toward housing costs, including utilities, and is severely cost burdened when paying more than 50 percent of its income toward housing costs, including utilities. This section analyzes the extent of cost burden and identifies populations that have a disproportionately greater need.

Table 23 – Disproportionate Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	8,980	3,515	2,665	155
White	4,455	1,210	1,020	45
Black / African American	35	30	35	0
Asian	380	130	55	0
American Indian, Alaska Native	105	19	0	0
Pacific Islander	0	0	55	0
Hispanic	3,865	2,070	1,495	85

Data Source: 2007-2011 CHAS

Table 24 – Percentage of Disproportionate Cost Burden

Housing Cost Burden	<=30%		30-50%		>50%	
	#	%	#	%	#	%
Jurisdiction as a whole	8,980	59%	3,515	23%	2,665	18%
White	4,455	67%	1,210	18%	1,020	15%
Black / African American	35	35%	30	30%	35	35%
Asian	380	67%	130	23%	55	10%
American Indian, Alaska Native	105	85%	19	15%	0	-
Pacific Islander	0	-	0	-	55	-
Hispanic	3,865	52%	2,070	28%	1,495	20%

Data Source: 2007-2011 CHAS

Data Source Comment: Totals may not add to 100% due to rounding

Discussion

As a whole, 43 percent of City households (6,865 households) are cost burdened and spending more than 30 percent of their income on housing costs and nineteen percent (3,040) are severely cost burdened and paying more than 50 percent of their income on housing costs.

Among severely cost burdened households paying more than 50 percent of their income toward housing costs, Black/African American households experience a disproportionate need, with 35 percent (35 households) experiencing severe cost burden, compared to 18 percent (2,665 households) of the jurisdiction as a whole.

Note: Due to insufficient data, Pacific Islander households paying 30-50 percent of their income toward housing costs are excluded from this analysis. Cost burdened American Indian, Alaska Native and Pacific Islander households paying more than 50 percent of their income on housing costs are also not included in this analysis. Additionally, households with no/negative income are not considered in the analysis, as they cannot by definition have a cost burden, although they still may require housing assistance.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Please see the discussion for NA-15, NA-20, and NA-25. In summary:

- Eighty-one percent of Hispanic households (1,120 households) in the 50-80% AMI category experience housing problems, compared to 71 percent (1,715 households) of the jurisdiction as a whole.
- Fifty-five percent of Asian households (30 households) in the 50-80% AMI category experience severe housing problems, compared to 26 percent (825 households) of the jurisdiction as a whole.
- Among severely cost burdened households paying more than 50 percent of their income toward housing costs, Black/African American households are the only group that experience a disproportionate need, with 35 percent (35 households) experiencing severe cost burden, compared to 18 percent (2,665 households) of the jurisdiction as a whole.

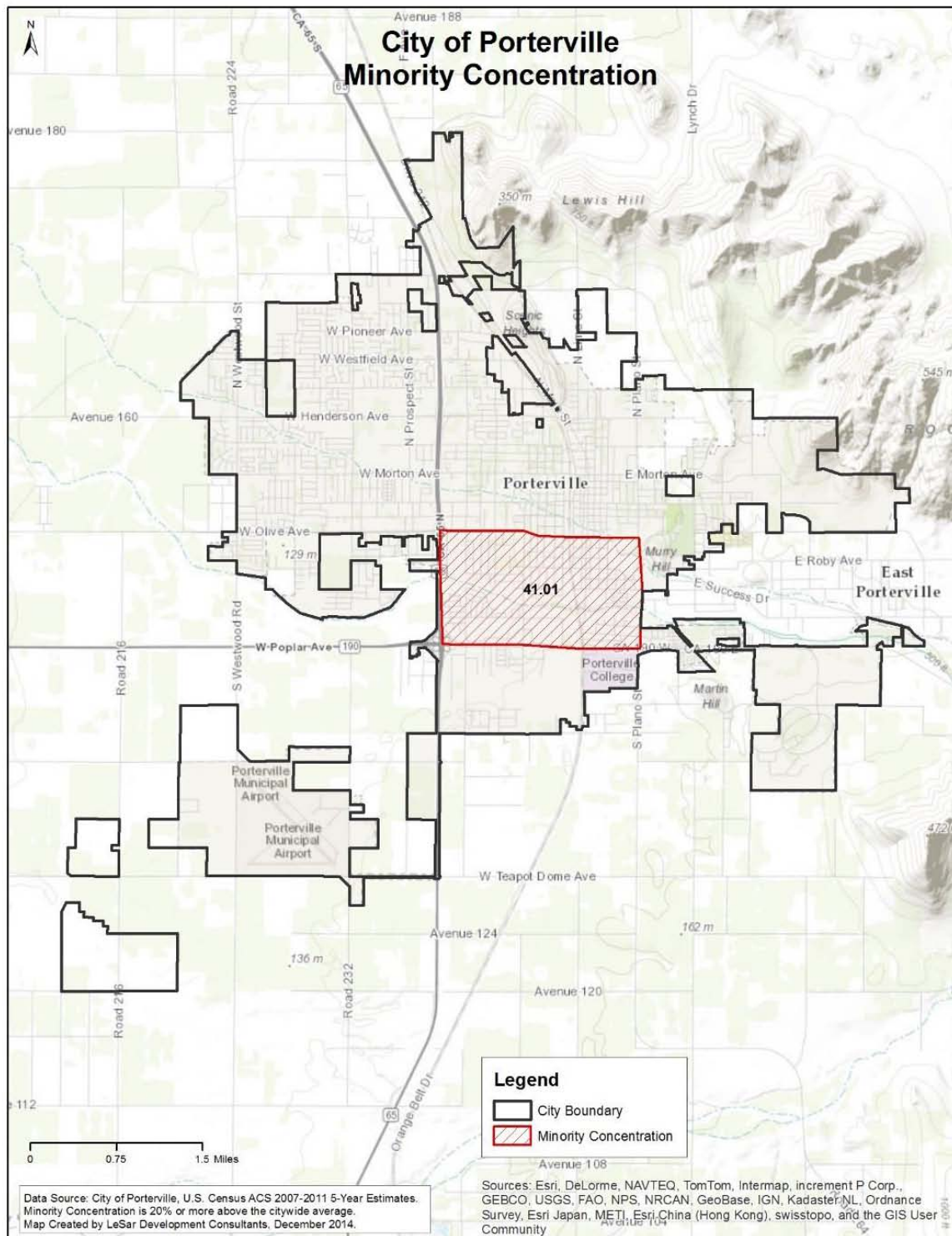
If they have needs not identified above, what are those needs?

Needs have been previously identified.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

Map 1 shows areas of minority concentration in the City. Minority concentration is defined as census tracts whose proportion of any one racial/ethnic group is 20 percent or greater than the overall City average. Of the 14 census tracts that lie wholly or partially in the City, the only census tract that is an area of concentration is #41.01, a Hispanic concentrated area that constitutes 12 percent of the City's total population.

Map 1: Areas of Minority Concentration in the City



Data Source: ACS 2007-2011

Data Source Comment: Minority concentration is defined as census tracts where the percentage of individuals of a particular racial or ethnic minority group is at least 20 percentage points higher than the citywide average.

NA-35 Public Housing – 91.205(b)

Introduction

The Housing Authority of the County of Tulare (HATC) was established in 1945 and is committed to providing rental housing assistance to LMI households, seniors, the disabled, and special-needs populations throughout the region. The agency administers various housing assistance programs, including the public housing program, housing choice voucher program, farm labor program, and senior housing program. HATC currently provides affordable and well-maintained rental housing to over 5,000 households countywide.

Additionally, HATC is a participant of HUD's Moving to Work (MTW) demonstration program, which grants participating public housing authorities (PHAs) the ability to test innovative approaches to delivering housing assistance to households in need. MTW is a HUD effort to build and support innovative programs that enhance the efficacy of PHAs. HATC has capitalized on the organizational and procedural flexibility it has gained through MTW to become a more efficient agency.

Table 25 - Public Housing by Program Type

Porterville	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of Units/Vouchers in Use	0	0	105	480	0	480	2	0	0

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: HATC

Data Source Comments: All data for City of Porterville only.

Table 26 – Characteristics of Public Housing Residents by Program Type

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project-based	Tenant-based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	\$26,532	\$20,401	\$24,701	\$20,353	-	0
Average length of stay	0	0	3	4	3	4	-	0

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project-based	Tenant-based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Household size	0	0	4	3	5	3	1	0
# Homeless at admission	0	0	-	-	-	-	2	0
# of Elderly Program Participants (>62)	0	0	8	435	0	435	2	0
# of Disabled Families	0	0	23	1,139	5	1,134	2	0
# of Families requesting accessibility features	0	0	8	541	2	539	0	0
# of HIV/AIDS program participants	0	0	*	*	*	*	*	0
# of DV victims	0	0	*	*	*	*	*	0

Data Source: HATC

Data Source Comments: All voucher data is aggregate for the County of Tulare, except VASH data.
 *HATC does not collect information on HIV/AIDS or Domestic Violence households.

Table 27 – Race of Public Housing Residents by Program Type

Race	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	103	2,498	30	2,468	2	0	0
Black/African American	0	0	0	150	0	150	0	0	0
Asian	0	0	1	36	0	36	0	0	0
American Indian/Alaska Native	0	0	0	3	0	3	0	0	0

Race	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Pacific Islander	0	0	0	7	0	7	0	0	0
Other	0	0	0	0	0	0	0	0	0

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: HATC

Data Source Comments: All voucher data is aggregate for Tulare County, except VASH data.

Table 28 – Ethnicity of Public Housing Residents by Program Type

Ethnicity	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	96	1,786	29	1,757	1	0	0
Not Hispanic	0	0	9	908	1	907	1	0	0

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: HATC

Data Source Comments: All voucher data is aggregate for Tulare County, except VASH data.

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

The Porterville Area Manager for HATC maintains a separate waiting list for accessible public housing units in the City. As accessible units become available, preference is given to physically handicapped applicants on the waiting list for accessible units. Currently, there are a total of four accessible units in HATC's public housing stock in the City and 17 individuals on the waiting list for accessible units in the public housing program.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

Countywide, households receiving public housing and Section 8 assistance have an average annual income of \$23,468. Program participants face various challenges, such as inadequate access to employment opportunities that would enable them to achieve higher incomes. Enhancing economic opportunities within the City is a great need for public housing and Section 8 program participants.

How do these needs compare to the housing needs of the population at large?

Households receiving public housing and Section 8 assistance are LMI and face similar challenges that the population at large faces. As previously mentioned, 43 percent of City households (6,865 households) are cost burdened and spending more than 30 percent of their income on housing costs

and nineteen percent (3,040) are severely cost burdened and paying more than 50 percent of their income on housing costs.

Discussion

Please see discussion above.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction

The Kings/Tulare County Continuum of Care (the Alliance) is a consortium of partners working to address the housing and supportive service needs of the homeless population located in the Kings and Tulare County region. Every year, the Alliance conducts the PIT count — a count of sheltered and unsheltered homeless persons on a single night of the year. Data gathered from the PIT count allows the Alliance and housing and service providers to disseminate this data and publish an annual report that provides an overview of the extent of homelessness in the region, which helps to inform future initiatives to address the housing and service needs of the homeless.

The Alliance also produces a quarterly System and Program Level Indicator Report, which provides detailed information that allows the Alliance to set and evaluate standard performance measures for programs designed to address homelessness in the region.

Definitions:

- Number experiencing homelessness each year – unduplicated count of all persons enrolled during the program year
- Number becoming homeless each year – unduplicated count of persons appearing in HMIS for the first time during the year
- Number exiting homelessness each year – unduplicated count of persons exiting programs to a permanent destination as defined by HUD
- Number of days persons experience homelessness – average of the sums of the lengths of stay for each person

Table 29 - Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in households with adult(s) and child(ren)	43	3	437	803	249	55
Persons in households with only children	0	0	0	0	0	0

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in households with only adults	186	111	629	1,423	136	117
Chronically homeless individuals (persons)	32	77	341	55	2	141
Chronically homeless families (households)	1	1	11	2	0	46
Veterans	9	4	18	77	7	125
Unaccompanied child	0	0	0	0	0	0
Persons with HIV	2	7	32	9	2	360
Severely mentally ill	61	40	320	271	59	146
Chronic substance abuse	61	45	330	196	53	101
Victims of domestic violence	35	27	192	403	130	76

Data Source: Kings/Tulare Continuum of Care on Homelessness 2014 PIT Report; System & Program Level Indicator Report AHAR 9, Q4

Data Source Comments: All data is aggregate for Tulare County

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

On January 29, 2014, the night of the Tulare/Kings County PIT count, 763 persons were identified as homeless in the region – 140 (18 percent) of which were located in the City. Ninety-nine (71 percent) of the total homeless persons counted in the City were adults and 41 (29 percent) were children under the age of 18. Twenty-three percent of homeless households were families with children (20), while 77 percent were households with only adults. There were no unaccompanied youth counted on the night of the PIT count.

The PIT count captured in-depth information about subpopulations experiencing homelessness within the community. On the night of January 29, 2014, more than half (54 percent) of the City's homeless population reported having a disabling condition. This includes individuals who reported a physical disability (41 individuals), serious mental illness (30 individuals), substance abuse issues (28 individuals), or HIV/AIDS (1 individual). Additionally, a total of 57 individuals (41 percent) were identified as being chronically homeless. This number included 25 persons in families and 32 individuals.

The number of homeless persons who reported themselves as victims of domestic violence indicate that it continues to be a cause of homelessness in the community. During the PIT count, there were 62 homeless individuals (44 percent) that reported being victims of domestic violence.

Table 30 – Race and Ethnicity of Homeless

Race	Sheltered	Unsheltered
White, Non-Hispanic	17	43
Black or African American	5	0
Asian	0	0
American Indian or Alaska Native	0	5
Native Hawaii or Pacific Islander	0	2
Multiple Races	3	0
Ethnicity	Sheltered	Unsheltered
Hispanic	41	24
Non-Hispanic	25	49

Data Source:

Data Source: Kings/Tulare Continuum of Care on Homelessness 2014 PIT Report

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

According to the results gathered from the 2014 PIT count, a total of 20 families experiencing homelessness in the City were identified. These families make up a total of 66 homeless family members. Four homeless veterans were identified during the PIT count, which represent four percent of the total homeless population in the City.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Data gathered from the 2014 PIT count indicates that non-Hispanic Whites (17 individuals) make up more than three quarters (68 percent) of the total sheltered homeless population. The Black or African American population represents the next largest sheltered racial group (20 percent).

Non-Hispanic Whites constitute the largest portion of the unsheltered homeless population (86 percent), followed by the American Indian or Alaska Native population at 10 percent and the Native Hawaii or Pacific Islander population at four percent.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Approximately 62 percent of the sheltered homeless population is Hispanic, while 38 percent of the sheltered homeless population is non-Hispanic. Thirty-three percent of the unsheltered homeless population is Hispanic and 67 percent is non-Hispanic.

Discussion

Please see discussions above.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction

The following section addresses the needs of special populations and the special housing and service needs they might require. The special needs populations considered in this section include:

- Seniors and Elderly
- Persons with disabilities
- Farmworkers
- Persons living with AIDS/HIV and their Families

Describe the characteristics of special needs populations in your community

Special needs populations in the City include the senior and elderly population and disabled households.

Seniors and Elderly

HUD defines elderly as age 62 and older, while the U.S. Census commonly defines elderly as age 65 and older. Seniors and elderly individuals are often reliant on a fixed income, and experience higher health care costs. For the purposes of this analysis, the term elderly will be used and it will refer to those aged 62 and older.

Elderly residents generally face a unique set of housing needs, largely due to physical limitations, lower household incomes, and the rising costs of health care. Unit sizes and access to transit, health care, and other services are important housing concerns for this population. Housing affordability represents a key issue for seniors, many of whom are living on fixed incomes. The demand for senior housing serving various income levels is expected to increase as the baby boom generation ages.¹³

Households comprised of individuals 62 and over represent 29 percent of the total number of households in the City and the population 65 and over represents approximately 9 percent of the City's total population. To address the needs of the senior and elderly subpopulation, HATC subsidizes housing for LMI seniors and owns and manages a total of 105 assisted senior housing units in the City. In the City, there are a total of 2,769 persons listed on the public housing and Section 8 waiting lists. Approximately 961 of these persons were elderly or near elderly (55 or over).

Persons with Disabilities

HUD defines disability as a physical or mental impairment that substantially limits one or more of the major life activities for an individual.

Persons with disabilities can face unique barriers to securing affordable housing that provides them with the accommodations that they need. Persons with disabilities may require units equipped with

¹³ Joint Center for Housing Studies. "Housing America's Older Adults: Meeting the Needs of an Aging Population." 2014. http://www.jchs.harvard.edu/sites/jchs.harvard.edu/files/jchs-housing_americas_older_adults_2014.pdf

wheelchair accessibility or other special features that accommodate physical or sensory limitations. Access to transit, health care, services, and shopping also are important factors for this population.¹⁴

Disabled persons make up 11 percent of the total population of the City. Currently, there are a total of 23 households containing at least one disabled member living in public housing in the City and 436 households containing at least one disabled member utilizing Section 8 countywide. Additionally, there are a total of 2,939 households containing at least one disabled member in the Porterville Area public housing and countywide Section 8 waiting lists. HATC manages a total of four accessible units in its public housing stock in the City of Porterville, with 17 individuals currently on the waiting list.

Farmworkers

Estimating the population size or characteristics of farmworkers is challenging for a variety of reasons, including “the mobile nature of the population, the seasonal nature of agricultural work, the varying agriculture tasks performed and the fact that there is no local, state or national agency responsible for collecting this information.”¹⁵ According to 2007-2011 ACS data, 1,459 persons are employed in the “farming, fisheries, and forestry occupations,” representing nine percent of all workers.

According to the City’s 2009-2014 Housing Element, agricultural workers have unique housing needs, as they may have limited incomes and unstable employment. Often times, their employment is dependent upon seasonal labor and some may be migrant farm workers who travel into the City for a set period of time.¹⁶

HIV/AIDS

Stable and affordable housing that is available to persons living with HIV/AIDS and their families helps assure they have consistent access to the level of medical care and supportive services that are essential to their health and welfare. Stable and affordable housing can also result in fewer hospitalizations and decreased emergency room care. In addition, housing assistance, such as short-term help with rent or mortgage payments, may prevent homelessness among persons with HIV/AIDS and their families.¹⁷

In the County, from April 2006 through June 2014, a total of 413 cases of AIDS were reported; 187 individuals are still living. During the same period, a total of 129 HIV cases were reported; 121 individuals are still living.¹⁸ According to the 2013 County Health Status Profiles, an average of 11.7 AIDS cases were reported in the County from 2009-2011 among the population 13 years and over.¹⁹

¹⁴ National Council on Disability. “The State of Housing in America in the 21st Century: A Disability Perspective.” January 2010. <http://www.ncd.gov/publications/2010/Jan192010>

¹⁵ National Center for Farmworker Health, Inc. “Enumeration & Population Estimates.” <http://www.ncfh.org/?pid=23>

¹⁶ City of Porterville. “Housing Element, Chapter Two.” 2009.

<http://www.ci.porterville.ca.us/depts/communitydevelopment/documents/Chapter2HousingNeedsAssessment.pdf>

¹⁷ National AIDS Housing Coalition. “HOPWA.” <http://nationalaidshousing.org/legisadvocacy/hopwa/>

¹⁸ California Office of Aids. “HIV/AIDS Surveillance in California.” June 2014.

¹⁹ California Department of Public Health. “County Health Status Profiles 2013.” <http://www.cdph.ca.gov/pubsforms/Pubs/OHIRProfiles2013.pdf>

What are the housing and supportive service needs of these populations and how are these needs determined?

Please see discussions above for the housing needs of each group.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

Please see discussion above.

Discussion

Please see discussion above.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

During the City's community forums, community members were provided with a list of categories and asked to vote for those which they considered to have the highest needs. For the Public Facilities category, meeting participants identified the following as the top three needs:

1. Youth centers
2. Senior centers
3. Facilities for persons with special needs (such as domestic violence shelters, nursing homes, or group homes for the disabled)

The top five priorities in this area for respondents of the community needs survey include:

1. Youth centers
2. Parks and recreational facilities
3. Educational facilities
4. Libraries
5. Homeless facilities

How were these needs determined?

Feedback was gathered from the community needs survey and community forums, where residents and stakeholders of the City provided input on community needs. Please see **Appendix B: Citizen Participation Summary** for more detail.

Describe the jurisdiction's need for Public Improvements:

During the City's community forums, community members were provided with a list of categories and asked to vote for those which they considered to have the highest needs. For the Public Improvements category, meeting participants identified the following as the top two needs:

1. Street improvements (including streets, curbs, and sidewalks)
2. Water/sewer improvements

The top five priorities in this area for respondents of the community needs survey include:

1. Street improvements
2. Lighting improvements
3. Water/sewer improvements
4. Sidewalk improvements
5. Storm water and drainage improvements

How were these needs determined?

Feedback was gathered from the community needs survey and community forums, where residents and stakeholders of the City provided input on community needs. Please see **Appendix B: Citizen Participation Summary** for more detail.

Describe the jurisdiction's need for Public Services:

During the City's community forums, community members were provided with a list of categories and asked to vote for those which they considered to have the highest needs. For the Public Services category, meeting participants identified the following needs:

1. Crime prevention and public safety
2. Recreational services
3. Services for senior citizens

The top five priorities in this area for respondents of the community needs survey include:

1. Youth services
2. Abused, abandoned, and neglected children services
3. Employment and training services
4. Neighborhood cleanups (trash, graffiti, etc.)
5. Crime awareness/prevention services

How were these needs determined?

Feedback was gathered from the community needs survey and community forums, where residents and stakeholders of the City provided input on community needs. Please see **Appendix B: Citizen Participation Summary** for more detail.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview

As discussed in the Needs Assessment, many households in the City of Porterville (City) struggle to cover the cost of housing. From 2000 to 2012, median home values in the City increased by 70 percent and the median contract rent increased by 95 percent. During the same time period, the median household income increased by only 33 percent. This indicates that incomes are not keeping pace with the increasing cost of housing. In the Visalia-Porterville Metropolitan Statistical Area, renters must earn \$14.40 an hour to afford an average two-bedroom apartment at \$749 per month, yet the estimated mean hourly renter wage is \$10.04,²⁰ which indicates that the monthly rent affordable for these households is \$522. This shows there is a discrepancy between the cost of housing and the wages of renter households in the City.

There is a disparity between the need and availability of affordable housing in the City for those in the lower income brackets. According to 2007-2011 ACS data, 1,445 renter households are at 0-30% AMI, yet there are only 170 rental units available that are affordable to these households (no data is available on owner household units). The data is similar for households earning 30-50% AMI; there are 2,825 households yet only 2,045 units affordable to those households. However, households earning 50-80% AMI and 80-100% AMI actually have more units affordable to them. Households earning less than 50% AMI make up 31 percent of total households, yet the units affordable to this group are only 20 percent of total units.

The following provides a brief overview of the results of the Housing Market Analysis, with more detail included in each corresponding section.

MA-10 Units Available

- The City contains 17,625 residential housing units — 9,410 (53 percent) of which are owner-occupied, while 6,658 (38 percent) are renter occupied.
- Seventy-two percent of housing units (12,839 units) are single-family detached or attached housing structures.

MA-15 Cost of Housing

- In the City there are a total of 2,215 units affordable for LMI households earning 0-50% AMI, yet there are 4,915 households within this income bracket in need of housing.
- The City needs approximately 2,700 additional affordable housing units to match the needs of the population earning 50% AMI or less.

²⁰ National Low Income Housing Coalition. "Out of Reach." 2014. <http://nlihc.org/sites/default/files/oor/2014OOR.pdf>

MA-20 Condition of Housing

- Forty-four percent of all units (7,773 units) in the City were built before 1980 and provide potential exposure to lead-based paint (LBP) was prohibited on residential units after 1978).
- It is estimated that 3,808 units are at risk of LBP hazard and are occupied by LMI households.

MA-25 Public and Assisted Housing

- HATC manages 105 public housing units and 480 Section 8 vouchers in the City.
- HATC manages a total of four accessible units in its public housing stock in the City, with 17 individuals currently on the waiting list.

MA-30 Homeless Facilities

- Currently, 2,664 households receive rental assistance through the Section 8 Housing Choice Voucher program.

MA-35 Special Needs Facilities and Services

- There are a total of 111 licensed assisted senior housing projects in the City.
- There are a total of 68 licensed community care facilities in the City.

MA-40 Barriers to Affordable Housing

- The disparity between income and the housing costs stand as a barrier to affordable housing.
- Permit and development impact fees, building codes, and off-street parking standards are public policies that may negatively affect the development of affordable housing.

MA-45 Non-Housing Community Development Assets

- The City's current economic contributors, land availability, and business incentive programs stand as non-housing community development assets.
- The City has crafted various business incentive programs to stimulate economic activity, including the Development Fee Payment Plan, Historically Underutilized Business (HUB) Zone, Recycling Market Development Zone, and Foreign Trade Zone Programs.

MA-10 Number of Housing Units – 91.210(a) & (b)(2)

Introduction

The City is primarily comprised of single-family owner-occupied units. The City contains 17,625 residential housing units — 9,410 (53 percent) of which are owner-occupied, while 6,658 (38 percent) are renter occupied. Additionally, 72 percent of housing units (12,839 units) are single-family detached or attached housing structures. At 21 percent (3,620 units), multi-family dwelling units represent less than one quarter of the City’s total housing stock.

Table 31 – Residential Properties by Unit Number

Property Type	Number	%
1-unit detached structure	12,415	70%
1-unit, attached structure	424	2%
2-4 units	1,856	11%
5-19 units	980	6%
20 or more units	784	4%
Mobile Home, boat, RV, van, etc.	1,166	7%
Total	17,625	100%

Data Source: 2007-2011 ACS

Data Source Comment: Totals may not add to 100% due to rounding

Table 32 – Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	45	0%	217	3%
1 bedroom	158	2%	1,198	18%
2 bedrooms	1,260	13%	2,702	41%
3 or more bedrooms	7,947	84%	2,541	38%
Total	9,410	99%	6,658	100%

Data Source: 2007-2011 ACS

Data Source Comment: Totals may not add to 100% due to rounding

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

HATC provides rental housing assistance to qualifying “low and very low income” households, seniors, disabled individuals, and special needs populations. Income level requirements to receive rental housing assistance vary depending on the federal, state, and/or local program.

For example, HATC requires that 75 percent of families that receive assistance under the Moving to Work (MTW) Section 8 or public housing program be at or below 50% AMI. If the incomes of program participants exceed that threshold, all newly admitted families must fall under the “very low income” category until the participating tenant population falls within the income guidelines.

To qualify for HATC’s public housing program, households must fall under the income limits shown in the table below. These income limits represent “very low” or 50% AMI or below, as per HUD’s Fiscal Year 2014 Income Limits Documentation System for the County.

To qualify for HATC's public housing program, households must fall under the income limits shown in the table below.

Table 33 – Public Housing Income Limits 2014

Number in Family	Income
1	\$19,150
2	\$21,900
3	\$24,650
4	\$27,350
5	\$29,550
6	\$31,750
7	\$33,950
8	\$36,150
9	\$38,300
10	\$40,500
11	\$42,650
12	*

Data Source: HATC

Data Source Comment: *Families with >12 members must contact HATC

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Currently, HATC does not have plans to remove any units from its public housing inventory. However, the agency is currently leasing eight additional Section 8 voucher contracts to the HUD-designated vouchers it holds. In the future, HATC may be asked to only provide the number of vouchers designated by HUD and terminate the additional Section 8 contracts it currently manages.

Does the availability of housing units meet the needs of the population?

There are a total of 24,172 households on HATC's countywide Section 8 and public housing waiting lists, which indicates that the availability of affordable housing in the county does not meet the demand for housing.

In the City there are a total of 2,215 units affordable for LMI households earning 0-50% AMI, yet there are 4,915 households within this income bracket in need of housing.²¹ This indicates that the City needs approximately 2,700 additional affordable housing units to match the needs of the population earning 50% AMI or less. Please see MA-15 for an additional discussion.

Describe the need for specific types of housing:

As discussed in NA-10 and NA-45, seniors and disabled households face a unique set of housing needs as a result of physical limitations, and lower household incomes. Housing affordability represents a

²¹ 2007-2012 CHAS

key issue for seniors, many of whom are living on fixed incomes. Nine hundred and sixty one persons on the City's public housing and Section 8 waiting lists are elderly or near elderly (55 or over).

Disabled individuals in the City also face distinct challenges in securing affordable housing that provides them with the accommodations that they need. HATC manages a total of four accessible units in its public housing stock in the City of Porterville, with 17 individuals currently on the waiting list.

Discussion

Please see discussions above.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

Housing affordability is an important factor for evaluating the housing market, as well as quality of life, as many housing problems are directly related to the cost of housing. HUD standards measure affordability by the number of households paying no more than 30 percent of their gross income toward housing costs, including utilities.

Overall, 43 percent of households in the City experience either cost burden or severe cost burden. Among owners, 19 percent are cost burdened and 16 percent are severely cost burdened. Among renter households, 30 percent are cost burdened and 23 percent are severely cost burdened. This means that over half (53 percent) of the renter household population in Porterville is living in housing considered to be unaffordable, and nearly one in four (23 percent) are paying more than half their income towards housing costs.

Table 34 – Cost of Housing

	Base Year: 2000	Most Recent Year: 2012	% Change
Median Home Value	\$93,500	\$156,100	70%
Median Contract Rent	\$504	\$745	95%

Data Source: 2000 Census (Base Year), 2008-2012 ACS (Most Recent Year)

Table 35 - Rent Paid

Rent Paid	Number	%
Less than \$500	2,246	34%
\$500-999	3,750	56%
\$1,000-1,499	520	8%
\$1,500-1,999	114	2%
\$2,000 or more	28	0%
Total	6,658	100%

Data Source: 2007-2011 ACS

Data Source Comment: Totals may not add to 100% due to rounding

Table 36 – Housing Affordability

Units affordable to Households earning	Renter	Owner
30% AMI	170	No Data
50% AMI	1,305	740
80% AMI	4,180	1,995
100% AMI	No Data	2,895
Total	5,655	5,630

Data Source: 2007-2011 CHAS

Table 37 – Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	\$561	\$576	\$749	\$1,104	\$1,283
High HOME Rent	\$561	\$576	\$779	\$945	\$1,035
Low HOME Rent	\$507	\$543	\$652	\$753	\$840

Data Source: 2014 HUD FMR and HOME Rents

Table 38 – Low and Moderate-Income Households by Tenure

Household	Renter	Owner	Total	% of Total
0 - 30% AMI	1,445	645	2,090	13%
30% - 50% AMI	1,715	1,110	2,825	18%
50% - 80% AMI	1,305	1,545	2,850	18%
80% - 100% AMI	620	705	1,325	8%
>100% AMI	1,570	5,405	6,975	43%
Total Households	6,660	9,410	16,070	100%

Data Source: 2007-2011 CHAS

Data Source Comment: Totals may not add to 100% due to rounding.

Is there sufficient housing for households at all income levels?

As previously discussed, there is a disparity between the need and availability of affordable housing in the City for those in the lower income brackets. As shown in the table above, 1,445 renter households are at 0-30% AMI, yet there are only 170 rental units available that are affordable to these households (no data is available on owner household units). The data is similar for households earning 30-50% AMI; there are 2,825 households yet only 2,045 units affordable to those households. However, households earning 50-80% AMI and 80-100% AMI actually have more units affordable to them. Households earning less than 50% AMI make up 31 percent of total households, yet the units affordable to this group are only 20 percent of total units.

How is affordability of housing likely to change considering changes to home values and/or rents?

Table 34 shows the median home value and contract rent for housing units in the City. This data demonstrates that from 2000 to 2012 there has been a 70 percent increase in median home values (from \$93,000 to \$156,100) and a 95 percent change in median contract rent (from \$504 to \$745). However, the median household income increased by only 33 percent during the same time period (from \$32,046 to \$42,628). This indicates that the median household income in the City is not keeping pace with the cost of housing, which may pose financial challenges for households seeking to purchase a home.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

As shown in **Table 37**, there is only a slight difference between HOME Rents and fair market rents for units with two bedrooms or less. The price difference between HOME Rents and fair market rents for units with three or four bedrooms is greater, which indicates that larger households may face greater financial hardships.

Additionally, a housing strategy that produces affordable housing does more to preserve long-term affordability for low income households, than does providing rental assistance in a rising rental market. In the long term, programs that provide tenant-based rental assistance, such as Section 8, might not be feasible due to market economics, especially in the areas with rising rents. Strategies that work to produce affordable housing multiply the impact of available funds by increasing the number of households that can be served over a long time period, especially when HOME rents are lower than those found throughout most of the City.

Discussion

Please see discussion above.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

HUD's definition of housing "conditions" is similar to the definition of housing problems previously discussed in the Needs Assessment. These conditions are:

1. More than one person per room
2. Cost burden greater than 30 percent
3. Lack of complete plumbing
4. Lack of complete kitchen facilities

Definitions

The City defines substandard housing as buildings or units that are not in compliance with the California Health and Safety Code. This includes units having structural hazards, faulty weather protection, fire, health and safety hazards, or lacking complete kitchen or plumbing facilities.

Standard condition housing is defined as being in compliance with the California Health and Safety Code.

Table 39 - Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	3,553	38%	3,360	50%
With two selected Conditions	181	2%	694	10%
With three selected Conditions	0	0%	22	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	5,676	60%	2,582	39%
Total	9,410	100%	6,658	99%

Data Source: 2007-2011 ACS

Data Source Comment: Totals may not add to 100% due to rounding

Table 40 – Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	1,793	19%	803	12%
1980-1999	3,454	37%	2,245	34%
1950-1979	3,577	38%	2,774	42%
Before 1950	586	6%	836	13%
Total	9,410	100%	6,658	101%

Data Source: 2007-2011 CHAS

Data Source Comment: Totals may not add to 100% due to rounding

Table 41 – Risk of Lead-Based Paint

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	4,163	44%	3,610	54%
Housing Units build before 1980 with children present	1,005	11%	1,420	21%

Data Source: 2007-2011 ACS (Total Units) 2007-2011 CHAS (Units with Children present)

Table 42 - Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	-	-	-
Abandoned Vacant Units	-	-	-
REO Properties	-	-	-
Abandoned REO Properties	-	-	-

Data Source: The City of Porterville does not collect data on the number of vacant/abandoned/REO properties

Comment:

Need for Owner and Rental Rehabilitation

Characteristics commonly used to evaluate the housing supply are age of housing stock, the number of vacant/abandoned units, and the risk of lead-based paint (LBP). Approximately 29 percent of the homes within Porterville are over 45 years old (built before 1970)²². Additionally, as shown on the table above and 48 percent are over 35 years old (built before 1980).

Data on the number of units which lack complete plumbing and kitchen facilities are often used to assess the condition of a jurisdiction's housing stock. The 2007-2011 ACS 5-Year Estimates indicate that less than one percent of the units lack these facilities.

The Porterville City Council has adopted City Codes specifically designed to address blight and to maintain a clean environment for all citizens in the community. The duties of the Code Enforcement Division includes, but is not limited to, addressing quality of life issues and problems involving property maintenance by abating hazardous conditions which threaten the life, health, safety and welfare of the public. The code enforcement officers do this by working in partnership with the business and property owners in Porterville.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

Building age is used to estimate the number of homes with lead-based paint (LBP), as LBP was prohibited on residential units after 1978. For the purposes of this plan, units built before 1980 are used as a baseline for units that contain LBP. Forty-eight percent of all units (7,773 units) in the City were built before 1980 and provide potential exposure to LBP.

Nearly half of households in the City (49 percent) are LMI, with incomes ranging from 0-80% AMI. Using this percentage as a baseline, we can estimate that 3,808 units are at risk of LBP hazard and are occupied by LMI households.

²² ACS 2008-2012

Discussion

Please see discussion above.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The Housing Authority of Tulare County (HATC) was established in 1945 and is committed to providing rental housing assistance to LMI households, seniors, the disabled, and special-needs populations throughout the region. The agency administers various housing assistance programs, including the Public Housing, Section 8, Farm Labor, and Senior Housing Programs. HATC currently provides affordable rental housing to over 5,000 households countywide. HATC manages 105 public housing units and 480 Section 8 vouchers in the City. The table below provides an overview of the total number of units and vouchers by program type in the City.

Table 43 – Total Number of Units by Program Type

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	0	105	480	0	480	2	0	0
# of accessible units	0	0	4	N/A	0	N/A	0	0	0

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: Housing Authority of the County of Tulare

Data Source Comments: All data is for the City of Porterville

Describe the supply of public housing developments:

There are 105 public housing units in the City — four of which are fully accessible for individuals who are physically handicapped and require special accommodation.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

All public housing sites have been recently renovated or have annual maintenance performed. The revitalization efforts coupled with asset preservation allow the public housing sites to be in good condition in regard to interior and exterior conditions.

Table 44 - Public Housing Condition

Public Housing Development	Average Inspection Score
CA030000817	98

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

In 2014, HATC invested a total of \$141,600 in Capital Fund improvements for its public housing stock in the City. These expenditures covered maintenance and rehabilitation in public housing units and various projects, including roofing and carpet replacement, landscaping, air conditioning, and heating unit improvements.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

Since its inception in 1945, HATC has focused on providing affordable housing opportunities to families in need. Over time, the agency has incorporated numerous programs into its housing portfolio — many of which are funded by different types of agencies, including the U.S. Department of Housing and Urban Development (HUD), U.S. Department of Agriculture, the Tax Credit Allocation Committee of the State Treasurer's Office, California's Rental Housing Construction Program, HOME, City Redevelopment Agencies (RDA) and other local agencies. Currently, HATC provides affordable rental housing to over 5,000 households throughout the County.

Flat Rent Policy

As a participant of MTW — a demonstration program launched by HUD to facilitate program innovations that work towards enhancing the efficacy of Public Housing Authorities (PHAs) — HATC has capitalized on the organizational and procedural flexibility granted to the agency through this program.

Under guidelines of the conventional public housing program, PHAs are required to establish rents based on 30 percent of participant's income. MTW, however, grants HATC flexibility in modifying this policy, which has allowed the agency to establish fixed rents that remain unaffected by a household's increase in income. This policy modification was implemented as an effort to encourage self-sufficiency among participants and has worked to benefit both the agency and the households receiving assistance. The goal behind establishing fixed rents is to prevent participants from being penalized if they search for and obtain higher income jobs. Under conventional public housing program guidelines, participants may be discouraged from earning higher incomes as a result of rent increases that may occur as a result of increased income. HATC's modification to this policy encourages program participants to obtain higher-paying jobs and allows them to use the additional income they receive to fix their credit, save to become home owners, or other activities that allow them to work toward self-sufficiency.

This innovation has also become a cost efficiency measure for HATC, as flat rents have made agency operations for this program much simpler. Clerks no longer have to spend extra time on complicated income formulation requirements. The income formulation process is not only expedited but also becomes more effective as clerks are less likely to make mistakes in formulating the participants' income. Furthermore, this innovation allows for more effective informational outreach to all community stakeholders.

Five-Year Time Limit

Under traditional HUD regulations, recipients of public housing assistance and Section 8 vouchers would have the opportunity to be enrolled in the program indefinitely, as long they remained eligible. This traditional system resulted in minimal turnover, making it difficult to enroll new applicants. Traditional programs did not incentivize participants to become financially self-sufficient, as they would losing their vouchers if their incomes exceeded eligibility levels.

HATC has established a five-year time limit on assistance for non-elderly and non-disabled participants of public housing and Section 8 programs as an approach to promote self-sufficiency. Program participants are better informed and guided to utilize the assistance they receive throughout the course of their enrollment in assistance programs. Participants are referred to agencies that provide services that enhance self-sufficiency (i.e. job training, higher education, first time homeownership programs, and personal finance management). The ongoing turnover that this innovation creates has allowed HATC to maintain open waiting lists for both the public housing and Section 8 programs. By having open and shorter waiting lists, the agency is able to provide a more equitable method of distributing housing subsidies to eligible applicants.

Discussion:

Please see discussion above.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

The Kings/Tulare County Continuum of Care (the Alliance) is a consortium of partners working to address the housing and supportive service needs of the homeless population located in the Kings and Tulare County region. Every year, the Alliance conducts the PIT count — a count of sheltered and unsheltered homeless persons on a single night of the year. Data gathered from the PIT count allows the Alliance and housing and service providers to disseminate this data and publish an annual report that provides an overview of the extent of homelessness in the region, which helps to inform future initiatives to address the housing and service needs of the homeless.

The Alliance also produces a quarterly System and Program Level Indicator Report, which provides detailed information that allows the Alliance to set and evaluate standard performance measures for programs designed to address homelessness in the region.

Table 45 - Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	27	0	32	0	0
Households with Only Adults	11	0	13	9	0
Chronically Homeless Households	0	0	0	9	0
Veterans	0	0	0	0	0
Unaccompanied Youth	0	0	0	0	0

Data Source: 2014 Housing Inventory Chart

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

The City is an active participant in monthly Alliance meetings, which are comprised of various governmental departments and service providers who share updates on their existing programs and needs. Each meeting also includes a speaker and information on services an agency provides. These collaborative efforts result in enhanced coordination, exchange of best practices, and a better understanding of needs.

In addition to these collaborative meetings, each program designs and implements supportive services based on their target homeless population and partnerships leveraged within the community. The overarching goal of the supportive services offered is to link individuals and/or families with mainstream benefits and income support, education and employment services, as well as health and life skills services. These linkages are a critical component to assisting clients in self-sufficiency, reducing episodes of homelessness, and preventing recidivism.

Examples of services that homeless persons are connected to as a part of their Individualized Service Plan can be seen on the table below:

Table 46 – Individualized Service Plan for Homeless Individuals

Agency	Program(s)	Description
Department of VA	VASH Program	Permanent housing for homeless veterans and their families.
Visalia Health Clinic	-	Provide Medi-Cal enrollment and provide health care for persons who do not qualify for Medi-Cal and meet the eligibility criteria.
Family Healthcare Network	-	Provide medical and dental assistance on a sliding scale/ability-to-pay fee structure.
Central Valley Recovery Services	-	Drug addiction help, residential treatment, methamphetamine, withdrawal from opiates, outpatient treatment, drug addiction help.
Tulare County HHSA	Veteran's Service Office	Veterans Services (County HHSA).
Tulare County HHSA	Porterville Adult Clinic	Mental health services.
Turning Point	North Tulare County ONE-STOP	Mental health services.
Tulare County HHSA	Porterville Tulare Works	General Assistance (GA) is for single adults who have little, or no, income.
ABLE Industries	-	ABLE Industries provides job training, employment, life skills education and community supportive services to people with disabilities.
Tulare County Workforce Investment Board	Porterville Employment Connection	Full access to all job search, career search, labor market information, and job training activities.

Data Source: Kings/Tulare County Continuum of Care

Data Source: All data is for the County of Tulare

Comment:

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The City supports and collaborates with local service providers, through the Alliance, to assist homeless individuals and families.

The Alliance, has recently implemented Every Door Open, a Coordinated Entry & Assessment System Serving Kings/Tulare Counties. Every Door Open assists individuals and families who are at-risk of or who are experiencing homelessness within the region. Clients seeking assistance can access the system through any Provider. Within 72 hours of completion and submittal of the Kings/Tulare Housing Assistance Application, staff/case managers complete a Needs Assessment to determine the appropriate level of services. By using the Needs Assessment tool, each applicant is evaluated on a variety of criterion, including rental history, criminal history, domestic violence, mental health challenges, disabling conditions, language barriers, educational attainment, employment status, and length of homelessness. Services are then assigned based on the client level determination. The

coordinated intake and assessment system is a best practice for prioritizing people who are the most vulnerable, which include people who are chronically homeless, families with children, veterans, and unaccompanied youth.

Programs that serve these vulnerable subpopulations can be seen on the table below:

Table 47 – Programs that Serve Vulnerable Populations

Agency	Program(s)	Description
Family Services of Tulare County	Myrtle Court Tracy Court United Way PSH	Permanent supportive housing for homeless individuals and families with a disability.
Family Services of Tulare County	Tulare Housing First Tulare Housing First II Tulare Housing First II Bonus	Permanent housing with supportive services for chronically homeless single males and females.
Family Services of Tulare County	Transitional Housing + Services	Transitional housing for women with children who are victims of domestic violence.
Family Services of Tulare County	Karen's House	Emergency shelter for single women and women with children who are victims of domestic violence.
Central California Family Crisis Center	Porterville Women's Shelter	Emergency shelters with supportive housing programs for victims of domestic violence, dating violence, sexual assault, and stalking. Full case management support and housing.
Community Services & Employment Training	Tulare County PSH	Permanent Supportive Housing for homeless individuals and families with a disability.
Turning Point	Visalia Re-entry Center	Single males only; housing, laundry, transportation, and life skills (all no fee to client); no registered sex offenders or registered arson.
Turning Point	Casa de Robles	Transitional and permanent supportive housing (for individuals with disabilities) for single males.
Turning Point	Court Street	Transitional housing for single men.
Visalia Rescue Mission	Overnight Guest	Overnight emergency shelter for single men who are homeless.
Visalia Rescue Mission	Shelter of Hope	Overnight emergency shelter for single women and women with children who are homeless.
Visalia Rescue Mission	Next Steps	Transitional housing program for single men experiencing homelessness.
Visalia Rescue Mission	House of Hope	Transitional housing program for single women experiencing homelessness.

Agency	Program(s)	Description
Visalia Rescue Mission	Men's Recovery Program	Residential treatment program that serves homeless and non-homeless men.
Department of VA	VASH Program	Permanent housing for homeless veterans and their families.
Aspiranet	THP Plus	Housing and services for transitioning age youth Age 18-24
Bethlehem Center	N/A	Provides hot meals six days a week (breakfast and lunch M-F) and lunch only Saturday and Sunday, emergency food and clothing.
Community Impact Central Valley	EHAP	Transitional housing program for single men, women and families experiencing homelessness.
Visalia Emergency Aid	N/A	Food pantry, clothing, financial counseling and homeless prevention.
Visalia Corps (Salvation Army)	N/A	Food basket distribution, material assistance, youth activities, and emergency and miscellaneous services.
Visalia Health Clinic	N/A	Provide Medi-Cal enrollment and provide health care for persons who do not qualify for Medi-Cal and meet the eligibility criteria.
Family Healthcare Network	N/A	Provide medical and dental assistance on a sliding scale/ability-to-pay fee structure.
Central Valley Recovery Services	N/A	Drug addiction help, residential treatment, methamphetamine, withdrawal from opiates, outpatient treatment, drug addiction help.
Tulare County HHSA	Veteran's Service Office	Veterans Services (County HHSA).
EMQ Families First	TAY Housing	Housing and services for transitioning age youth Age 18-24.
Tulare County HHSA	Porterville Adult Clinic	Mental health services.
Tulare County HHSA	Transitional Living Center	Transitional housing for single men and women with a serious mental illness.
Tulare County HHSA	East Tulare Avenue Cottages	Permanent supportive housing for single men and women with a serious mental illness.
Kings View	One Stop Tulare	Mental health services.
Tulare Youth Service Bureau	N/A	Mental health services.

Data Source: Kings/Tulare County Continuum of Care

Data Source Comment: All data is for the County of Tulare

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

Certain sub-populations often require special accommodations due to their unique characteristics and/or needs. These characteristics may include age, family characteristics, or disability, and can affect their accessibility to decent and affordable housing. For example, elderly individuals are often reliant on a fixed income and experience higher health care costs. Persons with disabilities have physical or mental impairments that substantially limit major life activities and may require accessible housing accommodations. The City offers various resources for seniors, persons with disabilities, and other special needs populations.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Supportive housing needs for these populations generally involve more accessible units, greater access to transportation and healthcare, and possibly larger units to accommodate those who need assistance with one or more daily activities. More challenging or on-going conditions might require supportive services that include long-term assisted living as well as transportation and nursing care.²³

Elderly/Frail Elderly

Elderly and frail elderly residents generally face a unique set of housing needs, largely due to physical limitations, lower household incomes, and the rising costs of health care. They have a range of housing needs, including retrofits to facilitate aging in place, downsizing to more convenient, urban, amenities-rich communities, and more intensive care facilities. Aging in place supports older adults remaining in their homes as long as possible and is an important and cost effective strategy for a growing older adult population.²⁴

Persons with Disabilities

Persons with a disability may have lower incomes and often face barriers to finding employment or adequate housing due to physical or structural obstacles. This segment of the population often needs affordable housing that is located near public transportation, services, and shopping. Persons with disabilities may require units equipped with wheelchair accessibility or other special features that accommodate physical or sensory limitations. Depending on the severity of the disability, people may live independently with some assistance in their own homes, or may require assisted living and supportive services in special care facilities.

²³ Assisted Living Federation of America. “Senior Living Options.” http://www.alfa.org/alfa/Senior_Living_Options.asp

²⁴ Community Housing Resource Center. “Aging in Place: A Toolkit for Local Governments.” <http://www.aarp.org/content/dam/aarp/livable-communities/plan/planning/aging-in-place-a-toolkit-for-local-governments-aarp.pdf>

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

The City has a number of licensed community care facility beds available for persons with health-related conditions. Community Care Facilities: Community care facilities are designed to provide shelter and assistance to individuals and groups who are unable to live on their own but do not require extensive medical services. Services offered at these facilities are catered to meet the needs of the specific groups which they serve and can include assistance with medications and personal hygiene. Community care facilities ensure that children, disabled adults, and the elderly receive the support that they need with day-to-day living. This may include the following type of licensed care facilities:²⁵

- **Small Family Homes:** Small Family Homes provide 24-hour care in the licensee's family residence for six or fewer children who are mentally disabled, developmentally disabled, or physically handicapped, and who require special care and supervision as a result of such disabilities.
- **Group Homes:** Group Homes are facilities of any capacity and provide 24-hour non-medical care and supervision to children in a structured environment. Group Homes provide social, psychological, and behavioral programs for troubled youth.
- **Adult Residential Facility:** Adult Residential Facilities (ARF) are facilities of any capacity that provide 24-hour non-medical care for adults ages 18 through 59, who are unable to provide for their own daily needs. Adults may be physically handicapped, developmentally disabled, and/or mentally disabled.
- **Residential Care Facilities for the Elderly:** Residential Care Facilities for the Elderly (RCFE) provide care, supervision and assistance with activities of daily living, such as bathing and grooming. They may also provide incidental medical services under special care plans.

The facilities provide services to persons 60 years of age and over and persons under 60 with compatible needs. RCFEs may also be known as assisted living facilities, retirement homes, and board and care homes. The facilities can range in size from fewer than six beds to over 100 beds. The residents in these facilities require varying levels of personal care and protective supervision. Because of the wide range of services offered by RCFEs, consumers should look closely at the programs of each facility to see if the services will meet their needs.

- **Social Rehabilitation Facility:** A Social Rehabilitation Facility is any facility that provides 24-hours-a-day non-medical care and supervision in a group setting to adults recovering from mental illnesses who temporarily need assistance, guidance, or counseling.

The tables below provide a list of assisted licensed senior housing projects and a comprehensive list of licensed community care facilities in the City.

²⁵ California Department of Social Services. "Residential Care." <http://www.cdss.ca.gov/cdssweb/pg12.htm>

Table 48 - Licensed Assisted Senior Housing Projects

Facility Name	Address	# of units
Atkins Way Home	1551 N. Atkins Way	5
Autumn Oaks	848 N. Jaye Street	44
Bella Home	403 N. Ryan Terrace	6
Benton Manor Elderly	17980 Road 232	6
Cottage LLC, The	19127 Avenue 150	6
Domingo Home, The	2069 Linda Vista	6
Johnson Home 112 Inc.	22419 Ave 112	4
Johnson's Greenwood Homes #4	2482 W. Cricklewood Court	4
Merzoian Ranch LLC	21402 Avenue 112	6
Price Elderly LLC	17754 Road 232	6
Riversedge Eldercare	285 South Westwood	6
Sue's Care Home	1325 N. Lotas Way	6
Westwood Eldercare	225 "B" S. Westwood St.	6
Total		111

Data Source: California Department of Social Services

Table 49 - Licensed Community Care Facilities

Facility Name	Address	# of units
24-Hour Residential Care For Children		
D & I Morris Children's Home	659 W. Mulberry Ave.	6
Evelyn's Nursery	1403 N. Newcomb	6
Orduno Home #1	11645 S. Orange Belt Drive	6
Robert Morris Small Family Home	1862 W. Santa Maria	4
Orduno Home #2	1187 Howland	6
Turning Point-Porterville Home	1701 West Kanai Street	4
Residential Elder Care Facility		
Atkins Way Home	1551 N. Atkins Way	5
Autumn Oaks	848 N. Jaye Street	44
Bella Home	403 N. Ryan Terrace	6
Benton Manor Elderly	17980 Road 232	6
Cottage LLC, The	19127 Avenue 150	6
Domingo Home, The	2069 Linda Vista	6
Johnson Home 112 Inc.	22419 Ave 112	4
Johnson's Greenwood Homes #4	2482 W. Cricklewood Court	4
Merzoian Ranch LLC.	21402 Avenue 112	6
Price Elderly LLC.	17754 Road 232	6
Riversedge Eldercare	285 South Westwood	6
Sue's Care Home	1325 N. Lotas Way	6
Westwood Eldercare	225 "B" S. Westwood St.	6
Adult Residential Facilities And Day Programs		
Agda Residential Care Home	1846 Pamela Avenue	6

Facility Name	Address	# of units
Angie Edwards Residential Services	2442 W. Nancy	4
Baxter Adult Residential	860 Gerry Lane	6
Bledsoe Home-2	68 North Corona Drive	6
Cobbs Family Care	1922 N. Newcomb	6
Curry Family Care	1658 W. North Grand	6
Denton Adult Home	1120 W. San Lucia Ave.	5
Employ America	340 N. Fourth St	90
Farmer Residential Home	2156 W. White Chapel Way	5
Gibson Home #1	1517 E. Springville Drive	6
Gibson Home #3	1731 Success Drive	6
Gurrola Home	1300 State Street	6
Gurrola Home #3	287 B Teapot Dome	6
Gurrola Home #4	8 East Gibson	6
Harp Home	922 N. Jaye Street	5
Jeffries Home	2545 White Chapel Ave.	6
Jeffries Home 2	1220 Lotas Way	6
Johnson's Greenwood Home #1	361 South Greenwood	6
Jones Home	525 West Morton	6
Kg's Care Home	586 N. Balmoral	6
Lemmeyer Family Care	585 West Kanai	6
Luis-Waddle Residential	237 N. Newcomb	6
Morris Family Care Home, The	1740 Belaire	6
Orduno Country Home	11600 S. Orange Belt Drive	6
Orduno Home #3	515 N. Plano	6
Orduno Home #4	11667 S. Orange Belt Drive	6
Orduno Home #6	375 North Mathew Avenue	6
P. Christine Thomas Home	761 E. Sutter Avenue	6
Porterville Adult Day Services	227 Oak	75
Porterville Sheltered W/S#2 (Behavior Mod).	130 North E Street	49
Porterville Sheltered Workshop	621 South E Street	270
Promise Care #3	1260 West Monache	6
Rico Residential Fac. #2,LLC	32 N. Olive Terrace	6
Rico Residential Facility/LLC	381 N. York St.	6
Rogers Agape Care Home	1206 W. North Grand	6
Ruf Adult Residential	940 North Belmont Street	5
Ruf Rickman Residential	2042 W. Orange Ave.	6
Siegel House	2230 W. Putnam Ct.	6
Siegel House #3	1421 West Union Avenue	6
Smithcare Home #1 Cottage Street	829 S Cottage Street	6
Timmerman D & M Family Care Home	22547 Ave. 178	6
Todd Family Home	22755 Ave. 178	6

Facility Name	Address	# of units
Travis Home #2	711 Sandra Lane	6
Travis Home #3	669 W. Kanai	6
Travis Home #4	2423 W. Westfield Avenue	6
Turner Home	12593 Road 252	4
Twin Acres	1811 W. No. Grand Avenue	4
Tynes Residential Facility	300 E. Heatherwood Circle	6
Wiggins Care Home	2266 S. Leggett	6
Total		887

Data Source: California Department of Social Services

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

Youth services and the provision of youth activities is a high priority for the City. The Youth Center is a free, drop-in recreation program that meets this need within the City's lowest income areas. The program prevents and diverts youth ages 10-18 from negative behavior and surrounds them in a positive and productive environment. A few program objectives include: enhancing self-esteem, building leadership skills, and learning teamwork and the ability to cooperate with others. A sample of the activities for the youth include: participation in City athletic leagues, homework tutoring, arts & crafts, cooking classes, community service projects, and an assortment of video and traditional games.

An additional special needs group the City will focus on is youth exiting from the foster care system. The City will work closely with the Alliance in reaching out to this vulnerable group.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

Please see discussion above.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

The disparity between income and housing costs stand as the greatest barriers for households seeking to obtain affordable housing in the City. Other barriers to affordable housing in the City may include permit and development impact fees, building codes, and off-street parking standards stand, as these public policies may negatively affect the development of affordable housing and residential investment in jurisdictions across the state.

1. **Permit and Development Impact Fees:** As with many other jurisdictions across California, the City collects permit and development impact fees to offset the administrative and service costs generated from these projects, such as processing permits and building inspections. California law requires that City-enforced fees be reasonable and relative to the cost of providing specific services. These fees, however, may limit the supply of affordable housing produced due to the additional costs associated with housing construction.
2. **Building Codes:** Building codes set guidelines that identify minimum standards to ensure that building and non-building structures protect the health and safety of the community. Local building codes, however, often mandate that costly improvements be made to meet regulation requirements. The City adopted the 2010 California Building Code (CBC), which is grounded on the International Building Code. The City's building codes prove to be in line with those of other California jurisdictions and do not have significant negative consequences on the development of affordable housing in the City.
3. **Off-street Parking Standards:** Parking standards for housing units may stand as a limitation to the development of affordable housing, as these requirements increase development costs and diminish the availability of land for additional units. According to Development Ordinance Section 304.04, the City Council shall have the authority to allow a reduction in the number of required multi-family parking spaces if a developer can demonstrate that the project will not generate a need for as much parking as such a project designed for a general market.²⁶

That said, governmental constraints to the production of housing are minimal in Porterville. In sum, the City's land use regulations, expedited permit processing, and relatively low development fees serve to encourage the construction of lower-cost dwelling units compared to other Central Valley communities. This conclusion is supported by the following facts:

- The City allows for a broad range of residential densities, up to 30 dwelling units per acre, and in no way discourages proposals for higher density housing through burdensome permit processes or exactions.
- Expedited permit processing times. In 2008, the City of Porterville updated the project review and plan check process for a more efficient and expedited turnaround period. The revised plan check process included input from the local developers, consultants and contractors. Submitted projects are now returned to project proponents within two weeks with comments or permits where the previous process took at least three (3) weeks.

²⁶ City of Porterville. "Porterville Development Ordinance."

<http://www.ci.porterville.ca.us/depts/communitydevelopment/PortervilleDevelopmentOrdinance.cfm>

- City fees are relatively low, and there are minimal development exactions.
- Most residential zones allow for alternative housing types, including mobile homes, second dwelling units, and group homes.
- Zoning and parking standards are not overly restrictive; the minimum single family lot size is sufficient to induce homebuilders to construct single family dwelling units for low- and moderate-income first-time home buyers.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

The City's current economic contributors, land availability, and business incentive programs stand as non-housing community development assets. As a city of the agricultural Central Valley, the City is able to prosper from the abundance of crops and farm products, making the agribusiness industry a key component of the City's economy. With 280 acres of light industrial land available of a total of 700 acres, it can also expand its existing industries and tap into new areas for economic growth. Additionally, the City has crafted various business incentive programs to stimulate economic activity, including the Development Fee Payment Plan, Historically Underutilized Business (HUB) Zone, Recycling Market Development Zone, and Foreign Trade Zone Programs.

According to the City's 2012 Economic Development Strategic Plan (Economic Development Strategic Plan), the City's strengths include its quality of life, educational opportunities, and workforce. The City's Economic Development Strategic Plan includes the following three key initiatives:²⁷

1. Enhancing competitiveness to attract new business investment (manufacturing, processing)
2. Seizing the 'seeds of opportunity' with proposed Catalyst Projects
3. Addressing business climate and image issues to build a reputation as a unique, rural community

In addition to identifying its strongest community development assets, the City has also identified areas that must be addressed to achieve long-term economic prosperity, which include the following:

- Responding to and preventing any issues that could be raised as a result of the drought, which has affected many households in the City and surrounding areas.²⁸
- Ensuring that land within the City is "shovel ready" and available for development.²⁹
- Educating and training the City's workforce to continue to fill any new jobs that may be coming into the City.

Based on the Business Activity table below, what are the major employment sectors within your jurisdiction?

As the table below indicates, Agriculture, Mining, Oil, and Gas Extraction; Retail Trade; Education and health Care Services; and Arts, Entertainment, Accommodations represent the top four employment sectors within the City.

²⁷ City of Porterville. "2012 Economic Development Strategy."

http://classic.edsuite.com/proposals/proposals_346/executive_summary_fi_187.pdf

²⁸ Huffington Post. "California Drought Leaves Homes Without Water." August 2014.

http://www.huffingtonpost.com/2014/08/23/california-drought-water_n_5703273.html

²⁹ City of Porterville. "2012 Economic Development Strategy."

http://classic.edsuite.com/proposals/proposals_346/executive_summary_fi_187.pdf

Table 50 - Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	3,080	1,844	28	17	-12
Arts, Entertainment, Accommodations	1,035	1,247	9	11	2
Construction	320	274	3	2	0
Education and Health Care Services	1,510	1,680	14	15	1
Finance, Insurance, and Real Estate	318	435	3	4	1
Information	87	130	1	1	0
Manufacturing	994	989	9	9	0
Other Services	489	514	4	5	0
Professional, Scientific, Management Services	381	538	3	5	1
Public Administration	0	0	0	0	0
Retail Trade	1,305	1,831	12	17	5
Transportation and Warehousing	470	960	4	9	4
Wholesale Trade	359	298	3	3	-1
Total	10,348	10,740	--	--	--

Data Source: 2007-2011 ACS (Workers), 2011 Longitudinal Employer-Household Dynamics (Jobs)

Data Source Comment: HUD data for Public Administration sector not available.

Table 51 - Labor Force

Total Population in the Civilian Labor Force	23,487
Civilian Employed Population 16 years and over	20,266
Unemployment Rate	13.71%
Unemployment Rate for Ages 16-24	23.34%
Unemployment Rate for Ages 25-65	8.75%

Data Source: 2007-2011 ACS

Table 52 – Occupations by Sector

Occupations by Sector	Number of People
Management, business and financial	2,713
Farming, fisheries and forestry occupations	1,459
Service	2,421
Sales and office	4,532
Construction, extraction, maintenance and repair	3,645
Production, transportation and material moving	1,448

Data Source: 2007-2011 ACS

Table 53 - Travel Time

Travel Time	Number	Percentage
< 30 Minutes	13,892	73%
30-59 Minutes	3,942	21%
60 or More Minutes	1,212	6%
Total	19,046	100%

Data Source: 2007-2011 ACS

Table 54 - Educational Attainment by Employment Status

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	4,256	779	2,551
High school graduate (includes equivalency)	3,756	491	1,456
Some college or Associate's degree	6,300	831	1,580
Bachelor's degree or higher	2,579	78	244

Data Source: 2007-2011 ACS

Table 55 - Educational Attainment by Age

	Age				
	18-24	25-34	35-44	45-65	65+
Less than 9th grade	455	772	940	2,464	1,308
9th to 12th grade, no diploma	1,052	1,358	873	1,179	563
High school graduate, GED, or alternative	1,826	1,952	1,803	1,948	1,237
Some college, no degree	1,639	2,121	1,636	3,009	1,051
Associate's degree	306	585	429	931	284
Bachelor's degree	22	612	484	923	466
Graduate or professional degree	0	110	256	516	212

Data Source: 2007-2011 ACS

Table 56 - Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	15,750
High school graduate (includes equivalency)	25,485
Some college or Associate's degree	31,936
Bachelor's degree	48,432
Graduate or professional degree	66,681

Data Source: 2007-2011 ACS

Describe the workforce and infrastructure needs of the business community:

According to the Economic Development Element of the City's General Plan, the city must capitalize on its physical, institutional, and social capacity to respond to the needs of the business community. This includes ensuring that there is an adequate amount of available land or buildings for development,

responding to applications for development in a timely manner, and securing an adequate housing supply that is affordable to residents of the City.³⁰

To ensure that the needs of the workforce and business community are met, the City is part of various incentive programs to promote business activity in the City, including the following:³¹

- **Development Fee Payment Plan:** Companies may take advantage of the City's Payment Plan which allows for most development fees to be financed over a 10-year period, with zero percent interest.
- **Historically Underutilized Business (HUB) Zone:** The City's HUB Zone program promotes economic development in areas that are designated as underutilized business zones. Thirty-five percent of the program participants must live in the HUB Zone area.
- **Recycling Market Development Zone:** As part of the Greater South San Joaquin Valley Recycling Market Development Zone, the City is involved in efforts to expand its market opportunities by strengthening its connection to the Central Valley region. The Recycling Market Development Zone program is designed to encourage economic activity for recyclables and provide incentives to companies using secondary waste materials for manufacturing.
- **Foreign Trade Zone (FTZ):** The City is part of the Central San Joaquin Valley Region FTZ. An FTZ "is a designated location in the United States where companies can use special procedures that help encourage U.S. activity and value added - in competition with foreign alternatives - by allowing delayed or reduced duty payments on foreign merchandise, as well as other savings."³²

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Various local and regional initiatives have affected and will affect job and business growth opportunities in the City during the term of this Consolidated Plan. These initiatives may require a educated and/or skilled workforce. These initiatives also present opportunities for the creation of partnerships between schools and local and regional organizations to work together to build a workforce that meets the needs of current and future public and private sector investment initiatives. The following local and regional initiatives have had and/or are expected to have a significant impact on the economic growth of the City:

- **Porterville Courthouse:** South County Justice Center, a three-story, 95,000 square-foot courthouse opened in October 2013. The courthouse replaced the Porterville Government Center and the Tulare-Pixley Courthouse.³³

³⁰ City of Porterville. "General Plan, Economic Development Element." 2008.

³¹ City of Porterville. "Choose Porterville." <http://www.chooseporterville.com/>

³² International Trade Administration. "Foreign Trade Zones." <http://enforcement.trade.gov/ftzpage/info/zone.html>

³³ The Business Journal. "New Porterville Courthouse Welcomed with Ceremony Oct. 7." October 2013.

<http://www.thebusinessjournal.com/news/legal/9020-new-porterville-courthouse-welcomed-with-ceremony-oct-7>

- **Tulare County Jail:** The construction of the new Tulare County Jail in Porterville is expected to begin in May 2016. The new jail will be constructed on a 60-acre parcel. Fifteen acres will be used for the jail and the remainder may be used to construct other government buildings.³⁴
- **High Speed Rail (HSR):** In February 2015, the Tulare County Board of Supervisors voted to resume the process of signing a Cooperative Agreement with the High-Speed Rail Authority (HSRA). Twenty-three miles of the 118-mile Fresno-Bakersfield section of the HSR will cross the southwestern area of Tulare County.³⁵

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

As shown in the table above, the educational attainment for residents 25 years of age and older is as follows:

- 31 percent have not graduated high school
- 26 percent have graduated high school (including equivalency), but no further education
- 27 percent have some college but no degree
- 7 percent have an associate's degree
- 7 percent have a bachelor's degree
- 3 percent have a graduate or professional degree

Overall, about 70 percent of Porterville residents have at least a high school diploma or higher; however, 10 percent have a bachelor's degree or higher. As a result, about 90 percent of the workforce 25 years of age and older are without an advanced or professional degree, making it more difficult for them to compete for jobs requiring higher education or technical skills.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The City partners with various organizations focused on workforce development efforts, including training, recruitment, and placement activities for unemployed, underemployed, and LMI individuals. The City works closely with the following organizations:

- Tulare County Workforce Investment Board
- Employment Development Department
- Proteus
- Community Services Employment Training
- Porterville Chamber of Commerce

³⁴ Visalia Times-Delta. "County Takes Next Step in South County Jail Development." May 2014.
<http://www.visaliatimesdelta.com/story/news/local/2014/05/20/county-takes-next-step-south-county-jail-development/2295378/>

³⁵ Our Valley Voice. "Tulare County Moves Forward with HSR."
<http://www.ourvalleyvoice.com/2015/02/05/tulare-county-moves-forward-hsr/>

These organizations focus on linking residents of the City with jobs, which is a significant factor in addressing the economic development needs of the City.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

The City participates in the Comprehensive Economic Development Strategy (CEDS), which is compiled and submitted by the Tulare county Economic Development Corporation.

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

As previously discussed, the Porterville Courthouse, Tulare County Jail, and High Speed Rail are local and regional initiatives that will have a significant impact on the economic growth of the City.

Discussion

Please see discussions above.

MA-50 Needs and Market Analysis Discussion

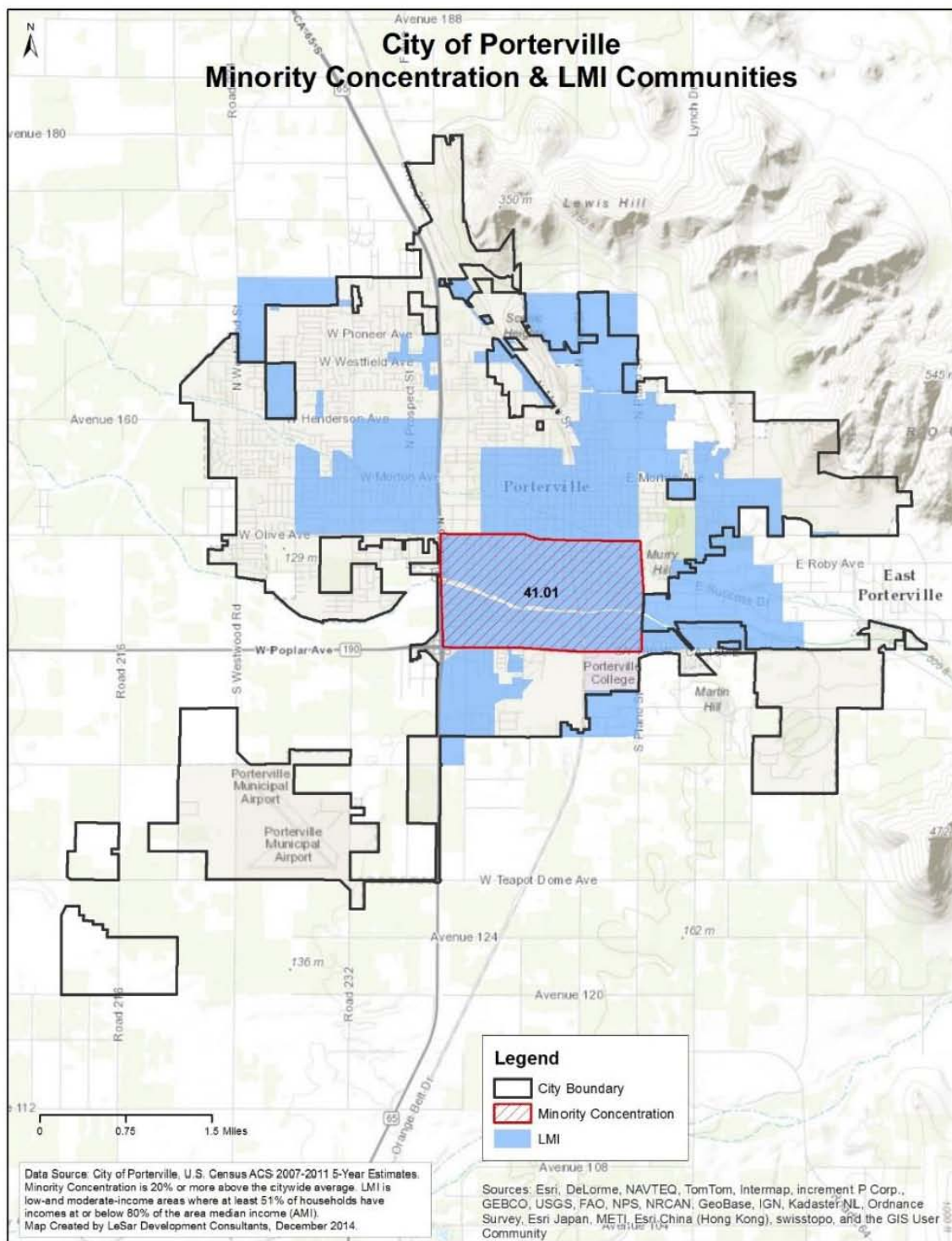
Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Housing problems disproportionately affect low income and minority populations. For the disproportionate needs by racial/ethnic group, please see the discussion for NA-15, NA-20, and NA-25. In summary:

- Eighty-one percent of Hispanic households (1,120 households) in the 50-80% AMI category experience housing problems, compared to 71 percent (1,715 households) of the jurisdiction as a whole.
- Fifty-five percent of Asian households (30 households) in the 50-80% AMI category experience severe housing problems, compared to 26 percent (825 households) of the jurisdiction as a whole.
- Among severely cost burdened households paying more than 50 percent of their income toward housing costs, Black/African American households are the only group that experience a disproportionate need, with 35 percent (35 households) experiencing severe cost burden, compared to 18 percent (2,665 households) of the jurisdiction as a whole.

Map 2 shows concentration of minority and LMI populations within Porterville. Minority concentration is defined as census tracts whose proportion of any one racial/ethnic group is 20 percent or greater than the overall City average. LMI concentration is defined as census tracts where the median household income is 80% or less than the jurisdiction as a whole.

Map 2: Minority Concentration and LMI Communities



Data Source: ACS 2007-2011

Data Source Minority concentration is defined as census tracts where the percentage of individuals of a particular racial or ethnic minority group is at least 20 percentage points higher than the citywide average. Low-Mod Income (LMI)

Comment: concentration is defined as census tracts where at least 51% of the median household income is 80% or less than the jurisdiction as a whole.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

Please see discussions above.

What are the characteristics of the market in these areas/neighborhoods?

The City of Porterville's housing market is unique to other communities in the State of California. The housing inventory is usually low compared to the surrounding areas. The predominant size for a single-family dwelling is three (3) bedrooms. The median sales price for homes in Porterville, CA for December 2014 to March 2015 was \$140,000. This represents a decline of 6.7%, or \$10,000, compared to the prior quarter. Smaller, older units are also available for sale for a median price of \$130,000. Mobile homes continue to sell significantly at a lower price ranging from \$65,000 to \$75,000.

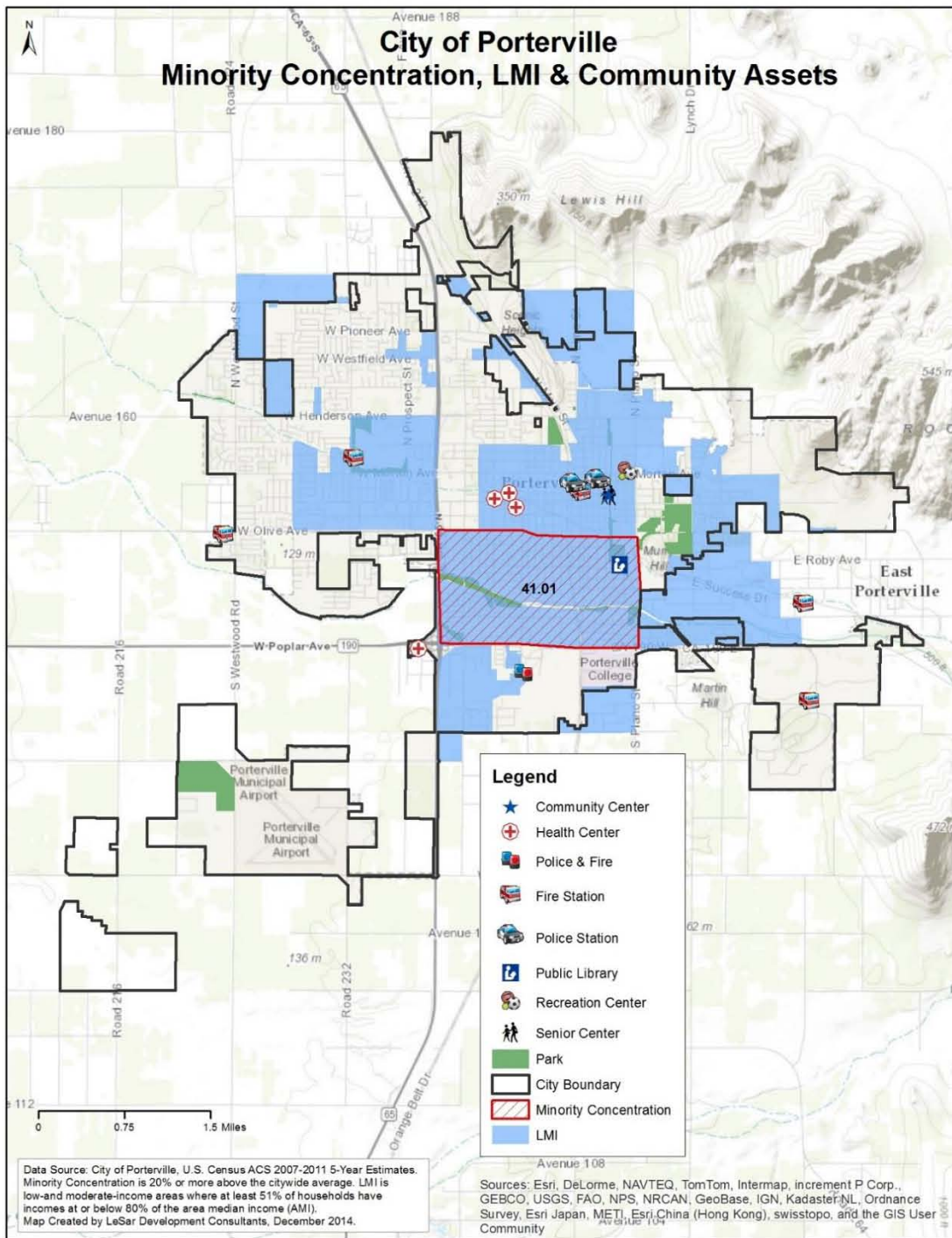
The City continues to offer assistance to first time homebuyers with its gap financing program which can lend up to \$40,000 in down payment and closing costs assistance to those that qualify as low-income and meet the other program requirements. The maximum purchase price is \$139,000 which truly restricts first time homebuyers since the median for-sale price is higher.

Are there any community assets in these areas/neighborhoods?

Map 3 displays a sample of community assets and amenities that may represent strategic investment opportunities for these areas, including:

1. Community centers
2. Health centers
3. Police and fire
4. Fire stations
5. Public libraries
6. Recreation centers
7. Senior centers
8. Parks

Map 3: Minority Concentration, CDBG Eligible Tracts, and Community Assets



Data Source: ACS 2007-2011

Data Source Comment: Minority concentration is defined as census tracts where the percentage of individuals of a particular racial or ethnic minority group is at least 20 percentage points higher than the citywide average. Low-Mod Income (LMI) concentration is defined as census tracts where at least 51% of the median household income is 80% or less than the jurisdiction as a whole.

Are there other strategic opportunities in any of these areas?

The City has been and will continue to capitalize on strategic opportunities in many of the areas shown on the map above. These include improvements to the Murry and Lime Street parks, and development of city-owned vacant parcels located at the former Porterville Hotel site, and at the Porterville Airport Industrial Park. These opportunities are discussed in more detail in SP-35.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

Five-Year Goals

Based on the Needs Assessment, Market Analysis, and community outreach conducted for the current Consolidated Plan cycle, goals were established to meet the identified priority needs. The goals for Community Development Block Grant (CDBG) allocation, listed in no particular order, are:

1. Assist in the creation and preservation of affordable housing opportunities.
2. Support activities to prevent and end homelessness.
3. Support activities that strengthen neighborhoods.
4. Expand economic development and employment opportunity programs.

Section 108 Loan Repayment

To meet the need for permanent facilities within the community to provide broad based youth activities, the City received a \$3.885 million Section 108 loan guarantee to fund the construction of the Heritage Community Center in one of the lowest income areas of the City. The original Section 108 loan was executed in late 2003-2004 with repayments starting in the 2004-2005 program year; they are anticipated to end in 2023-2024.

Per the U.S. Department of Housing and Urban Development (HUD): “Section 108 is the loan guarantee component of the Community Development Block Grant (CDBG) Program. Section 108 provides communities with a source of financing for economic development, housing rehabilitation, public facilities, and large-scale physical development projects. This flexibility makes it one of the most potent and important public investment tools that HUD offers to local governments. The Section 108 loan guarantee program allows local governments to transform a small portion of their CDBG funds into federally guaranteed loans large enough to pursue physical and economic revitalization projects capable of renewing entire neighborhoods. Such public investment is often needed to inspire private economic activity, providing the initial resources or simply the confidence that private firms and individuals may need to invest in distressed areas. Local governments borrowing funds guaranteed by HUD through the Section 108 program must pledge their current and future CDBG allocations as security for the loan.”³⁶

The construction of the Heritage Community Center building was completed in 2005-2006, and the ancillary project of developing a parking lot adjacent to the future ball fields was completed in 2008-

³⁶ U.S. Department of Housing and Urban Development. “Section 108 Loan Guarantee Program.” <https://www.hudexchange.info/section-108/>

2009. The Heritage Center was developed in partnership with the Porterville School District as it was constructed adjacent to the newest elementary school, Santa Fe. This allows for joint use of both City and School facilities for library and recreation activities, thereby leveraging available resources. The Porterville Youth Center is located at the Heritage Center along with other City programs. Several years ago, the City completed the construction of the Rails to Trails improvements adjacent to the Heritage Center that was partially funded with CDBG-R stimulus funding of \$191,221. This trail was planned as part of the Heritage Center complex.

While the infrastructure and community and economic development needs within the City remain great, debt payments on the Section 108 loan average 50-55 percent of the City's annual CDBG allocation; this significantly limits the programs and activities the City is able to fund on a year-by-year basis.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Not applicable. The City has not established specific target areas to focus the investment of CDBG funds.

General Allocation Priorities

The Consolidated Plan allocates federal entitlement dollars according to low-and moderate-income (LMI) census tracts without target areas.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

The priority needs below serve as the basis for the strategic actions the City will use to meet the five-year goals. Projects will only be considered for funding within the Consolidated Plan period if they address these high priority needs, summarized in the table below.

Table 57 – Priority Needs Summary

Sort Order	Priority Need	Priority Level	Description	Population	Goal	Basis for Relative Priority
1	Affordable Housing	High	<p>Nearly one-half of households (49 percent or 7,765) in the City are LMI with incomes ranging from 0-80% area median income (AMI).</p> <p>As stated in the Needs Assessment, cost burden is the most common housing problem, with 43 percent of households in the City experiencing either cost burden or severe cost burden. Additionally, 80 percent of cost burdened households have incomes at or below 80% AMI.</p>	<p>Income Level:</p> <ul style="list-style-type: none"> • Extremely Low • Low • Moderate <p>Family Types:</p> <ul style="list-style-type: none"> • Large Families • Families with Children • Elderly <p>Non-homeless Special Needs:</p> <ul style="list-style-type: none"> • Elderly • Frail Elderly • Persons with Mental Disabilities • Persons with Physical Disabilities • Persons with Alcohol or Other Addictions • Persons with HIV/AIDS and their Families • Victims of Domestic Violence 	Assist in the creation and preservation of affordable housing opportunities.	Qualitative feedback collected through the community forums and community needs survey, which were substantiated by quantitative data reported in the Needs Assessment and Market Analysis, served as the basis for prioritization.

Sort Order	Priority Need	Priority Level	Description	Population	Goal	Basis for Relative Priority
2	Homelessness	High	The 2014 Point in Time count found 140 homeless persons on a single night in Porterville. There is a need for housing and supportive service opportunities for homeless persons and persons at-risk of becoming homeless in the City.	Homeless: <ul style="list-style-type: none"> • Chronic Homelessness • Individuals • Families with Children • Mentally Ill • Chronic Substance Abuse • Veterans • Persons with HIV/Aids • Victims of Domestic Violence • Unaccompanied Youth 	Support activities to prevent and end homelessness	Qualitative feedback collected through the community forums and community needs survey, which were substantiated by quantitative data reported in the Needs Assessment and Market Analysis, served as the basis for prioritization.
3	Community Services, Public Facilities, and Public Improvements	High	Consolidated Plan forum and survey participants emphasized the need to support a broad range of community services. Low income households and special needs populations require a multifaceted network to address needs such as food, clothing, health, and shelter, as well as other services outlined in NA-50 Non-Housing Community Development Needs. Additionally, community forum and survey participants expressed the need for ongoing maintenance and upgrades to local public facilities, such as parks,	Income Level: <ul style="list-style-type: none"> • Extremely Low • Low • Moderate Family Types: <ul style="list-style-type: none"> • Large Families • Families with Children • Elderly Non-homeless Special Needs: <ul style="list-style-type: none"> • Elderly • Frail Elderly • Persons with Mental Disabilities • Persons with Physical Disabilities • Persons with Alcohol or Other Addictions • Persons with HIV/AIDS and their Families 	Support activities that strengthen neighborhoods	Qualitative feedback collected through the community forums and community needs survey, which were substantiated by quantitative data reported in the Needs Assessment and Market Analysis, served as the basis for prioritization.

Sort Order	Priority Need	Priority Level	Description	Population	Goal	Basis for Relative Priority
			community centers, youth and senior centers, sidewalks and lighting, recreation facilities, and others.	<ul style="list-style-type: none"> • Victims of Domestic Violence • Non-housing Community Development 		
4	Economic Development	High	Activities that reduce poverty and increase self-sufficiency and high priority needs within the City. Cost burden and severe cost burden affect 43 percent of households in the City, and activities that create more jobs was most frequently identified as a high need in the community survey.	<p>Income Level:</p> <ul style="list-style-type: none"> • Extremely Low • Low • Moderate <p>Family Types:</p> <ul style="list-style-type: none"> • Large Families • Families with Children • Elderly <p>Homeless:</p> <ul style="list-style-type: none"> • Chronic Homelessness • Individuals • Families with Children • Mentally Ill • Chronic Substance Abuse • Veterans • Persons with HIV/Aids • Victims of Domestic Violence • Unaccompanied Youth <p>Non-homeless Special Needs:</p> <ul style="list-style-type: none"> • Elderly • Frail Elderly • Persons with Mental Disabilities 	Expand economic development and employment opportunity programs.	Qualitative feedback collected through the community forums and community needs survey, which were substantiated by quantitative data reported in the Needs Assessment and Market Analysis, served as the basis for prioritization.

Sort Order	Priority Need	Priority Level	Description	Population	Goal	Basis for Relative Priority
				<ul style="list-style-type: none"> • Persons with Physical Disabilities • Persons with Alcohol or Other Addictions • Persons with HIV/AIDS and their Families • Victims of Domestic Violence 		

SP-30 Influence of Market Conditions – 91.215 (b)

Table 58 – Influence of Market Conditions

Affordable Housing Type	Market Characteristics that Will Influence the Use of Funds Available for Housing Type
Tenant Based Rental Assistance (TBRA)	<p>As per the Needs Assessment, 19 percent of households (3,035 households) are severely cost-burdened, with 1,510 renter households and 1,525 owner households spending more than 50 percent of their incomes toward housing costs.</p> <p>Additionally, from 2000 to 2012 there was a 70 percent increase in median home values and a 95 percent change in median contract rent, yet the median household income increased by only 33 percent during the same time period. This indicates that household income in the City is not keeping pace with the cost of housing. Tenant Based Rental Assistance programs help bridge the gap between market rents and affordability for lower income households.</p>
TBRA for Non-Homeless Special Needs	<p>As discussed in the Needs Assessment and Market Analysis, special needs populations generally face unique housing needs, such as physical limitations, low household incomes, and rising costs of healthcare and/or childcare. Housing affordability may be a key issue for those living on fixed incomes. Rising housing costs within the City can make it difficult to transition from Community Care Facilities into the private rental market without rental subsidies. This may put those special needs groups at a higher risk of becoming homeless. Tenant Based Rental Assistance Programs may help bridge the affordability gap for special needs households.</p>
New Unit Production	<p>As per the Market Analysis, there is a disparity between the need and availability of affordable housing in the City for those in the lower income brackets. Approximately 1,440 renter households are at 0-30% AMI, yet there are only 170 rental units available that are affordable to these households (no data is available on owner household units). The data is similar for households earning 30-50% AMI; there are 2,825 households yet only 2,045 units affordable to those households. Households earning less than 50% AMI make up 31 percent of total households, yet the units affordable to this group are only 20 percent of total units. The production of new units is an important tool for growing the affordable housing stock.</p>
Rehabilitation	<p>As discussed in the Market Analysis, approximately 29 percent of the homes (5,042 units) within Porterville are over 45 years old and may require maintenance and repair. Additionally, 44 percent of all units (7,773 units) in the City were built before 1980 and provide potential exposure to LBP.</p>
Acquisition, Including Preservation	<p>As stated above, the City needs approximately 2,700 additional affordable housing units to match the needs of the population earning 50% AMI or less without a dependent funding source for new unit production, acquisition and preservation are also important tools for growing the affordable housing stock.</p>

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

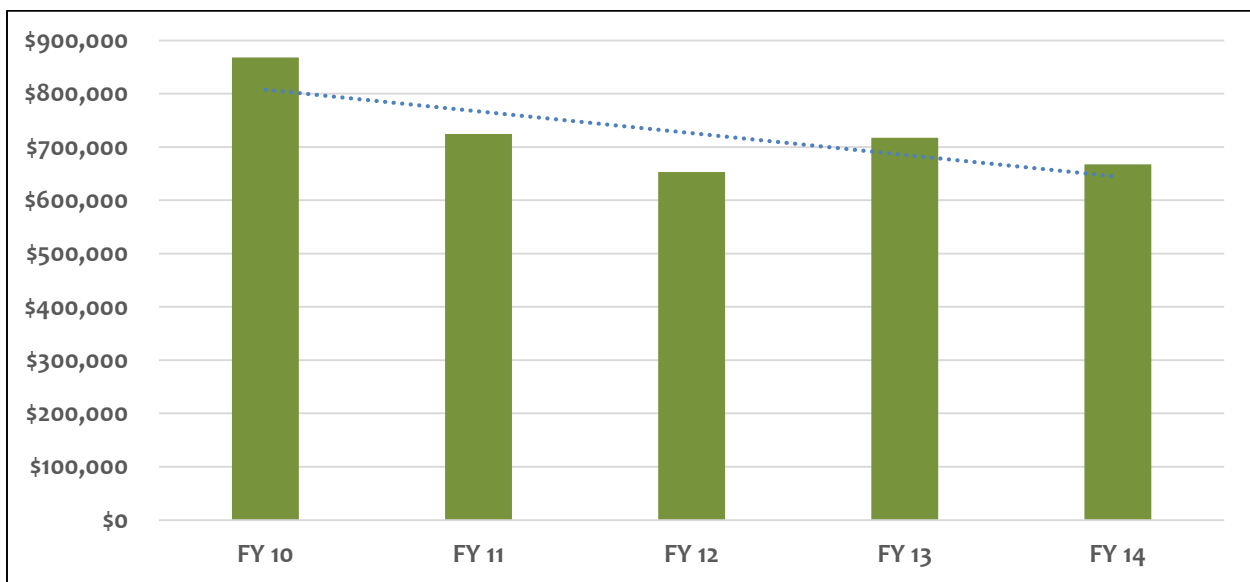
Introduction

As seen on the table below, the City's federal entitlement funding has decreased overall by approximately 23 percent in the five year period from Fiscal Years (FY) 2010-2014. The City conservatively anticipates an annual entitlement of \$660,000 per year over the five-year period.

Table 59 – Entitlement Funding Received FY2010-FY2014

	FY 10	FY 11	FY 12	FY 13	FY 14	Total
CDBG	\$868,099	\$724,320	\$653,362	\$717,586	\$667,621	\$3,630,988

Figure 1 –Entitlement Funding Received FY 2010 - FY 2014



In addition to its annual CDBG entitlement, the City anticipates annual HOME Investment Partnerships Program (HOME) funds will be available to meet the goals of the Consolidated Plan. The City's HOME dollars come from program income, and will be used to meet affordable housing needs.

Table 60 - Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Approximate Amount Expected Remainder of ConPlan *	Narrative Description
			Annual Allocation:	Program Income:	Prior Entitlement Resources:	Total:		
CDBG	Public Federal	<ul style="list-style-type: none"> • Admin and Planning • Acquisition • Economic Development • Housing • Public Improvements • Public Service 	\$663,697	\$70,037	\$764,901	\$1,498,635	\$345,042	CDBG funds will be used for public improvements, economic development, and public services that benefit low income and special needs households.

*Expected Amount Available Remainder of ConPlan includes an estimated \$660,000 in entitlement dollars per year, less 20 percent for administration, less \$1,766,958 for Section 108 repayments.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Porterville is proactive in prioritizing the needs of the community. Staff continues to dedicate time, collaborating with non-profit agencies through the Homeless Alliance whose main target is to house homeless individuals. The City uses \$15,000 in CDBG funds to contribute to the hiring of a social worker for the Shelter-Plus-Care Program administered by Family Services of Visalia. When available, funds will also be allocated to the Alliance to continue the efforts to end homelessness. Staff works closely with local non-profit agencies using an active referral system where a pool of resources is made available to those in need. City staff continuously promotes the housing programs through various methods as well as within several faith-based organizations. When available, the City uses state funding, such as CalHome in conjunction with CDBG funds to create safe and suitable living environments for the low- and moderate- income members of the Porterville community.

Leverage, in the context of entitlement funding, means bringing other local, state, and federal financial resources to maximize the reach and impact of the City's HUD Programs. HUD, like many other federal agencies, encourages the recipients of federal monies to demonstrate that efforts are being made to strategically leverage additional funds in order to achieve greater results. Leverage is also a way to increase project efficiencies and benefit from economies of scale that often come with combining sources of funding for similar or expanded scopes. Funds will be leveraged if financial commitments toward the costs of a project from a source other than the originating HUD program are documented.

As previously discussed, in addition to its annual CDBG entitlement, the City anticipates annual HOME Investment Partnerships Program (HOME) funds will be available to meet the goals of the Consolidated Plan. HOME funding is intended to be used for various housing-related programs and activities. HOME funds are generally used to address the housing needs of jurisdictions through the preservation or creation of affordable housing. New construction, housing rehabilitation, assistance to homebuyers, and tenant-based rental assistance are all eligible uses of HOME funds.³⁷ The City's HOME dollars come from program income, and will be used to meet affordable housing needs.

Below is a list of potential financial resources considered a part of the City's overall financial plan to address priority needs and specific objectives identified in the Consolidated Plan. The number and availability of these programs to assist cities is limited, and funding for new projects is unpredictable. The following programs are local, state, and federal programs. None of these are managed locally by the City through funds accessed directly from HUD:

- **Housing Authority of Tulare County (HATC):** HATC is a public housing authority with jurisdiction within the City and the County. It administers federal and state funds for its public housing projects and government-assisted housing units, such as the Section 8 Housing Choice Voucher Program and Veterans Affairs Supportive Housing (VASH) vouchers.

³⁷ The U.S. Department of Housing and Urban Development. "The HOME Program: HOME Investment Partnerships." <http://portal.hud.gov/hudportal/HUD?src=/hudprograms/home-program>

- **Low-Income Housing Tax Credit Program (LIHTC):** The LIHTC program provides federal and state tax credits for private developers and investors who agree to set aside all or an established percentage of their rental units for low-income households for no less than 30 years. Tax credits may also be utilized on rehabilitation projects, contributing to the preservation program. The program begins when developers and investors apply for an allocation of tax credits from the California Tax Credit Allocation Committee (CTCAC). Tax credits are awarded on a competitive basis at varying times. Compliance is monitored according to Internal Revenue Service (IRS) rules and regulations.
- **Multi-Family Housing Program:** If California's Housing and Community Development Department awards Multi-Family Housing Program loans to assist rental housing developments affordable to low-income households in the City, the City will assist the developers with identifying local funding.
- **National Housing Trust Fund (HTF):** States and state-designated entities are eligible grantees for the HTF. HUD will allocate HTF funds by formula annually. A State must use at least 80 percent of each annual grant for rental housing; up to 10 percent for homeownership; and up to 10 percent for the grantee's reasonable administrative and planning costs. During 2015, States will begin developing their HTF Allocation Plans and solicit input from their constituents and submit these plans to HUD along with their 2016 Annual Action Plans. HUD anticipates that grantees will receive their HTF allocations by summer 2016.

Other Federal Grant Programs

In addition to the entitlement dollars, the federal government has several other funding programs for community development and affordable housing activities. These include: Section 202, Section 811, the Affordable Housing Program (AHP) through the Federal Home Loan Bank, and others.

State Housing and Community Development Sources

In California, the Department of Housing and Community Development (HCD) and the California Housing Finance Agency (CalHFA) administer a variety of statewide public affordable housing programs that offer assistance to nonprofit affordable housing developers. Examples of HCD's programs include the Multifamily Housing Program (MHP), Affordable Housing Innovation Fund (AHIF), Building Equity and Growth in Neighborhoods Program (BEGIN), and CalHOME. Many HCD programs have historically been funded by one-time State bond issuances and, as such, are subject to limited availability of funding. CalHFA offers multiple mortgage loan programs, down payment assistance programs, and funding for the construction, acquisition, and rehabilitation of affordable ownership units. The State also administers the federal Low Income Housing Tax Credit (LIHTC) program, a widely used financing source for affordable housing projects.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

During Fiscal Year 2014-2015 the City acquired a property located at the corner of Olive Avenue and Main Street in downtown Porterville. The property was the former site of the Porterville Hotel; a fire destroyed the abandoned building, and the land is now vacant. The City's intent is to market the property and find a developer willing to create new retail and office space in the downtown business

corridor. The desired outcome of the project would be retail opportunities, job creation and elimination of slum and blight.

The City also owns approximately nine (9) acres of undeveloped property located at the Porterville Airport Industrial Park, as well seven (7) acres of property located at the Jaye Street Industrial Complex. These properties are marketed in cooperation with the Tulare County EDC for recruitment of manufacturing and industrial uses to Porterville. The desired outcome of these projects is job creation.

Discussion

Please see discussions above.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Table 61 - Institutional Delivery Structure

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Porterville, Community Development Department	Lead Agency	<ul style="list-style-type: none">• Affordable housing – ownership• Affordable housing – rental• Homelessness• Non-homeless special needs• Community development: public facilities• Community development : neighborhood improvements• Community development: public services• Community development: economic development• Planning	City
Housing Authority of Tulare	PHA	<ul style="list-style-type: none">• Affordable housing – rental• Affordable housing – ownership• Public housing	Region
Kings/Tulare Counties Continuum of Care	Continuum of Care	<ul style="list-style-type: none">• Homelessness	Region

Assess of Strengths and Gaps in the Institutional Delivery System

Strengths

The City manages the institutional delivery structure surrounding the acceptance and allocation of federal grant funds for Consolidated Plan programs. To assure widespread information and access to the programs, especially by LMI households, the funding process involves the participation of representatives from each of the neighborhoods in the City.

The City of Porterville will continue to work with local profit and nonprofit organizations as well as the HATC and the County of Tulare to strengthen the reciprocal transfer of information and to maximize the efforts directed to assist the low- and moderate-income families of the community. Further, the City will continue to evaluate its delivery system and those of the agencies it works with to see if improvements can be made.

Running concurrently with the City review process is a series of hearings and meetings at the local level. These meetings provide information to local residents, specifically of targeted neighborhoods, regarding the process for preparation, submission, and selection of project proposals. During this project development phase, City staff members may work with the local citizens to assess local needs and develop project proposals. The City typically holds at least one public meeting to discuss potential projects.

Gaps

Nonprofit affordable housing developers and service providers provide an important role in promoting community development within the City. However, they are often at a disadvantage in the housing development arena, as they compete with developers in the private sector for the limited land available for the development of housing. Affordable housing developers must adhere to noticing, outreach and evaluation processes associated with the use of public funds. Private market rate developers do not have such requirements and are able to purchase sites quickly. Many market rate developers have funds available to purchase properties rather than needing to seek financing, which saves time. The market realities of increased value due to scarcity of land and the ability to acquire sites quickly provide advantages to market rate developers, while posing challenging constraints to affordable housing developers.

Additionally, as was previously mentioned, the City's needs far exceeds the resources available. As such, the highest priorities for each program year will be evaluated in order to continue to provide the greatest community and economic impact with limited funds.

The City realizes there are other services that are lacking, such as services for veterans, services for seniors, and for youth exiting from the Foster Care system. These service delivery gaps exist due to the limited resources available in Tulare County as well as in the City. As discussed earlier, the cost burden experienced by these groups is great and there are limited low- and moderate-income housing resources to meet this gap.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Table 62 - Homeless Prevention Services Summary

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X		
Mobile Clinics			
Other Street Outreach Services	X	X	

Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X		
Education	X	X	X
Employment and Employment Training	X	X	X
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	
Mental Health Counseling	X	X	X
Transportation	X		

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The Kings/Tulare County Continuum of Care (Alliance) is comprised of a group of service providers, advocates, public agencies, and homeless individuals to address the needs of the homeless population in the Kings and Tulare County regions. The City is an active participant in monthly Alliance meetings, which are intended to enhance coordination, share information on best practices, and develop a better understanding of the needs of the homeless population in jurisdictions across both counties.

The Alliance recently implemented Every Door Open, a coordinated entry and assessment system to serve Kings and Tulare counties. Every Door Open is designed to help individuals at-risk of or currently experiencing homelessness. The coordinated entry and assessment system prioritizes the most vulnerable homeless individuals, including the chronically homeless, families with children, veterans, and unaccompanied youth.

As part of the institutional delivery system, the City participates in and financially supports the Alliance, a 501(c)(3) consortium of partners that includes homeless service providers, advocacy groups, housing and shelter providers, government agencies and homeless individuals who are working together to address the housing and support service needs of the homeless in Kings and Tulare counties.

The Alliance serves as the local Continuum of Care and holds monthly meetings, which serve as a forum for discussing community-wide issues while providing opportunities for participants to learn about services available in the community for the homeless population. Additionally, the Alliance works to expand understanding of the services needed by those who are homeless, to facilitate consolidation and coordination of such services, to reduce duplication of such services, and to improve service delivery to homeless people. The Housing Specialist of the City's Community Development Department regularly attends Alliance meetings.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

All programs within the Alliance, including emergency, transitional, and permanent housing programs provide supportive services for clients. Each program designs and implements supportive services

based on their target population and partnerships leveraged with the community. The overarching goal of the supportive services offered is to link individuals and/or families with mainstream benefits and income support, education and employment services, as well as health and life skills services. These linkages are a critical component to assisting clients in self-sufficiency, reducing episodes of homelessness, and preventing recidivism. Programs that serve these vulnerable subpopulations include:

- CSET, Central California Family Crisis Center, Family Services, Turning Point and Tulare County Health and Human Services Agency provide permanent supportive housing programs for chronically homeless individuals and families and/or families with children.
- The Veterans' Administration, in conjunction with HATC, operates the VASH program, which provides permanent supportive housing vouchers for homeless veterans and their families.
- Turning Point of Central California operates a permanent supportive housing program for transitioning age youth.

Additionally, in 2012 the City partnered with the City of Tulare and the City of Visalia to submit a HUD application for 10-15 housing vouchers for the homeless through the Shelter Plus Care program. This was an expansion of the successful Shelter Plus Care program administered by the City of Tulare and Family Services of Tulare County. Implementation of the grant is now in its fourth year and has proven to be extremely successful in housing chronically homeless. Each city pledged \$15,000 annually for 5 years to fund a case manager to serve the three cities. Family Services of Tulare County will continue to be the administering agency with assistance in Porterville from Central California Family Crisis Center. Consequently, the FY 2015-2016 Action Plan allocates \$15,000 for the fifth year to this program. The objective for this project/outcome for this program is “availability/accessibility for the purpose of providing decent affordable housing.”

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City will continue to work closely with, and in support of, the community service providers in meeting the special needs of its homeless and LMI populations. The City will also continue to participate in the Kings/Tulare Continuum of Care to ensure coordination and implementation of the strategic plan. Coordination with local lending institutions assisting lower income first time home buyers will be continued through public meetings and periodic Housing Fairs or Workshops. The City will also be working with the lenders to research various lending programs for approval to use with the City's assistance programs. The City will continue to work with the HATC to support the maintenance of adequate Section 8 Vouchers and other public housing within the City in proportion to the City's LMI population. The City will also be working closely with the Tulare County Economic Development Corporation, Tule River Economic Development, CSET, Proteus, and Workforce Investment Board (WIB) and with the development community to facilitate and enhance economic development opportunities in the City. Additionally, Community Development Department staff will continue to work closely with the Parks and Leisure Services Department to administer the ongoing youth recreational programs, and the Economic Development Division to administer the CDBG-funded Business Assistance Program and Small Business Revolving Loan Fund.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Table 63 – Five-Year Goals Summary

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Assist in the creation and preservation of affordable housing opportunities.	2015	2020	Affordable Housing	N/A	Affordable Housing	CDBG: \$553,103	<p>Homeowner housing rehabilitated: 5 Housing Units</p> <p>Direct financial assistance to homebuyers: 5 Households Assisted</p> <p>Public service activities for low/mod income housing benefit: 500 Persons Assisted</p> <p>Homeowner housing added: 2 Housing Units</p>
2	Support activities to prevent and end homelessness.	2015	2020	Homeless	N/A	Homelessness	CDBG: \$129,057	<p>Public service activities other than for low/mod income housing benefit: 1500 Persons Assisted</p> <p>Public service</p>

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
								activities for low/mod income housing benefit: 3 households assisted Tenant-based rental assistance/rapid rehousing: 12 households assisted
3	Support activities that strengthen neighborhoods.	2015	2020	<ul style="list-style-type: none"> Non-Housing Community Development Non-Homeless Special Needs 	N/A	Community Services, Public Facilities, and Public Improvements	CDBG: \$331,862	Public service activities other than for low/mod income housing benefit: 500 persons assisted Public facility or infrastructure activities other than for low/mod income housing benefit: 15,415 households assisted
4	Expand economic development and employment opportunity programs.	2015	2020	<ul style="list-style-type: none"> Non-Housing Community Development 	N/A	Economic Development	CDBG: \$829,655	Façade treatment/business building rehabilitation: 3 businesses Businesses Assisted loan: 5 businesses

Estimate the number of extremely low income, low income, and moderately low income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City anticipates that CDBG funds will be used to provide affordable housing to 27 households over the 2015-2020 timeframe.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

Not applicable. HATC is not under the terms outlined in the Section 504 Voluntary Compliance Agreement. Such terms are not a regulatory requirement for HATC. However, HATC and its staff members shall adhere to its fair housing policy, which is to: Obey all applicable federal, state and local fair housing laws; refrain from discrimination regarding any application for housing on the basis of race, color, religion, sex, age, source of income, marital or familial status, national origin, or physical or mental disability (applicants must have capacity to execute a legal contract); and affirmatively promote fair housing. Governing laws shall include the provisions of Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 78 Stat. 241), Title VIII of the Civil Rights Act of 1968, and the Fair Housing Amendments of 1988, E. O. 11246, and the Equal Credit Opportunity Act of 1974, as they relate to the United States Department of Agriculture, Rural Development.

There are 105 public housing units in the City — 4 percent of which (four units) are fully accessible for individuals who are physically handicapped and require special accommodation. There are currently 17 applicants on HATC's public housing accessible unit waiting list. HATC indicated that it will continue to monitor the number of applicants on its public housing waiting list, which are requesting accessible units. HATC will continue to analyze whether the available number of set aside accessible units is adequate to meet the need of the population.

Activities to Increase Resident Involvements

HATC is proactive in the inclusion of public housing residents in the policy making process. The agency has an equitable and transparent policy-making process that includes the opinions of public housing residents, which is achieved through the participation of two tenant commissioners on the HATC Board. Furthermore, HATC has installed a Resident Counsel, which is made up of five residents from all HUD funded programs (Multifamily Housing, LIHTC, HOME, Section 8 Housing Choice Vouchers and public housing). The Resident Counsel works with HATC staff on evaluating the effectiveness and efficiency of HATC rental assistance programs. This provides members the opportunity to provide input on necessary program modifications.

Furthermore, HATC indicated that it arranges and promotes at least two public hearings on an annual basis. The first is to inform and discuss the agency's submittal of the MTW Annual Plan to HUD, this plan outlines any proposed budgetary and policy modifications to the rental assistance programs and affordable housing programs the agency administers. Lastly, HATC hosts a public hearing to review and discuss the agency's submission of its MTW Annual Report to HUD. The report analyzes the outcomes and outputs of the objectives outlined in the aforementioned MTW Annual Plan. Public notices, informing residents of Tulare County of the time and date of the public hearings are published by HATC in the local newspaper.

Is the public housing agency designated as troubled under 24 CFR part 902?

No.

Plan to remove the ‘troubled’ designation

Not applicable.

SP-55 Barriers to affordable housing – 91.215(h)

Introduction

The disparity between income and housing costs stand as the greatest barriers for households seeking to obtain affordable housing in the City. Other barriers to affordable housing in the City may include permit and development impact fees, building codes, and off-street parking standards stand, as these public policies may negatively affect the development of affordable housing and residential investment in jurisdictions across the state.

1. **Permit and Development Impact Fees:** As with many other jurisdictions across California, the City collects permit and development impact fees to offset the administrative and service costs generated from these projects, such as processing permits and building inspections. California law requires that City-enforced fees be reasonable and relative to the cost of providing specific services. These fees, however, may limit the supply of affordable housing produced due to the additional costs associated with housing construction.
2. **Building Codes:** Building codes set guidelines that identify minimum standards to ensure that building and non-building structures protect the health and safety of the community. Local building codes, however, often mandate that costly improvements be made to meet regulation requirements. The City adopted the 2010 California Building Code (CBC), which is grounded on the International Building Code. The City's building codes prove to be in line with those of other California jurisdictions and do not have significant negative consequences on the development of affordable housing in the City.
3. **Off-street Parking Standards:** Parking standards for housing units may stand as a limitation to the development of affordable housing, as these requirements increase development costs and diminish the availability of land for additional units. According to Development Ordinance Section 304.04, the City Council shall have the authority to allow a reduction in the number of required multi-family parking spaces if a developer can demonstrate that the project will not generate a need for as much parking as such a project designed for a general market.³⁸

That said, governmental constraints to the production of housing are minimal in Porterville. In sum, the City's land use regulations, expedited permit processing, and relatively low development fees serve to encourage the construction of lower-cost dwelling units compared to other Central Valley communities. This conclusion is supported by the following facts:

- The City allows for a broad range of residential densities, up to 30 dwelling units per acre, and in no way discourages proposals for higher density housing through burdensome permit processes or exactions.
- Expedited permit processing times. In 2008, the City of Porterville updated the project review and plan check process for a more efficient and expedited turnaround period. The revised plan check process included input from the local developers, consultants and contractors.

³⁸ City of Porterville. "Porterville Development Ordinance."

<http://www.ci.porterville.ca.us/depts/communitydevelopment/PortervilleDevelopmentOrdinance.cfm>

Submitted projects are now returned to project proponents within two weeks with comments or permits where the previous process took at least three (3) weeks.

- City fees are relatively low, and there are minimal development exactions.
- Most residential zones allow for alternative housing types, including mobile homes, second dwelling units, and group homes.
- Zoning and parking standards are not overly restrictive; the minimum single family lot size is sufficient to induce homebuilders to construct single family dwelling units for low- and moderate-income first-time home buyers.

Actions planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City through its Certificates of Participation, California Infrastructure loans, and other funding sources strives to provide new wells, major sewer and water trunk connections, and expansion of the Wastewater Treatment Facility to accommodate residential growth, and ensure maintenance of affordable housing.

Notwithstanding this fact, the City will continue to evaluate its zoning ordinance and general plan policies to ensure no undue hardship is created in the development of LMI housing. Specifically, the adopted Housing Element establishes, as one of its action plan goals, “to reduce governmental constraints to the development, improvement, and preservation of housing, particularly to housing affordable to lower and moderate income households.”³⁹ To accomplish this goal, zoning ordinances have been adopted to ensure that the City is compliant with second unit law and global warming solutions and will include green building material incentives or alternative to construction materials.

Additionally, the Development Ordinance (formerly called the Zoning Ordinance) now addresses the following:

- Minimum lot sizes and densities consistent with the Plan’s land use classifications;
- Development standards that permit townhouses and zero-lot line attached or detached single-family dwellings on sites designated for low-medium, medium, or medium-high densities;
- Development standards that permit second units, small family daycares, and residential care homes in neighborhoods in accordance with State law;
- Sustainable design standards that will achieve compact, walkable neighborhoods and provide an interconnected network of local streets;
- Provisions for emergency shelters, transitional housing, supportive housing, and residential care facilities for six or fewer persons;

³⁹ City of Porterville. “2009-2014 Housing Element.” May 2010.

- Provisions for Single-Room Occupancy units; and
- Provisions for farmworker housing

The Housing Element also addresses other actions to be taken to preserve the existing housing stock, conserve existing affordable housing opportunities, provide adequate residential sites through appropriate land use designation and zoning to accommodate the City's share of regional housing needs, identify and encourage mixed-use and infill development, and ensure adequate services to infrastructure and housing.

Moreover, through its First Time Low Income Home Buyers Assistance Program, the City has attempted to mitigate one of the greatest barriers to affordable housing, namely the need for a substantial down payment. It is the City's intent to continue this program with program income funds during the Consolidated Plan timeframe and apply for future grant opportunities as they arise.

SP-60 Homelessness Strategy – 91.215(d)

Introduction

As previously discussed, the Alliance is a consortium of partners working to address the housing and supportive service needs of the homeless population located in the Kings and Tulare County region. The bi-county region's 10- year plan to end homelessness, Connecting the Dots, was developed by the Alliance in 2011. The goals of the Plan include:

1. Create and implement action steps to reduce and prevent future homelessness;
2. Form and/or expand the collaborations needed to successfully develop new housing units and connect homeless individuals with services;
3. Capitalize on existing resources and leverage new sources of funding in order to be efficient in addressing the needs of at-risk and homeless community members;
4. Expand the capacity of local agencies by utilizing existing best practices and educating on the effectiveness of a Housing First model;
5. Be proactive in the Alliance's approach to addressing homelessness.

To accomplish these goals, the Plan objectives are organized into three strategic categories: 1) Housing; 2) Supportive Services and Income Supports; and 3) Prevention and Outreach. The full plan is available at <http://kingstularecoc.org/connecting-the-dots/>.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

On an annual basis, the Alliance conducts a Point in Time (PIT) count in conjunction with the Project Homeless Connect (PHC) event. Through these two events, the Alliance is able to acquire a snapshot of the adults, children in households and unaccompanied youth living in the City who meet HUD's definition of homelessness. Information gathered through the PIT is used to understand the causes and trends over time of homelessness, as well as to determine the unmet shelter and service needs of the homeless.

The Alliance has a three-prong street outreach approach, which includes events such as PHC and the PIT Count, coordination with law enforcement for referrals of street homeless, and coordination with programs serving daily meals, which is an opportunity to identify clients in need of emergency services.

PHC is a national best practice that is a one-stop-shop of comprehensive support services for people experiencing homelessness. Guests attending the event are partnered with volunteers who assist in identifying and accessing necessary resources.

In addition to these events, homeless outreach is regularly conducted by City staff in collaborations with local non-profit agencies and faith based organizations to provide meals and other quality of life services on a weekly basis.

Addressing the emergency and transitional housing needs of homeless persons

Emergency shelter and transitional housing programs that serve clients in Porterville include:

Table 64 – Regional Emergency Shelter and Transitional Housing Facilities

Agency	Program(s)	Description
Central California Family Crisis Center	Porterville Women's Shelter	Emergency shelters with supportive housing programs for victims of domestic violence, dating violence, sexual assault, and stalking. Full case management support and housing.
Family Services of Tulare County	Transitional Housing + Services	Transitional housing for women with children who are victims of domestic violence.
Family Services of Tulare County	Karen's House	Emergency shelter for single women and women with children who are victims of domestic violence.
Turning Point	Casa de Robles	Transitional and permanent supportive housing (for individuals with disabilities) for single males.
Turning Point	Court Street	Transitional housing for single men.
Visalia Rescue Mission	Overnight Guest	Overnight emergency shelter for single men who are homeless.
Visalia Rescue Mission	Shelter of Hope	Overnight emergency shelter for single women and women with children who are homeless.
Visalia Rescue Mission	Next Steps	Transitional housing program for single men experiencing homelessness.
Visalia Rescue Mission	House of Hope	Transitional housing program for single women experiencing homelessness.
Visalia Rescue Mission	Men's Recovery Program	Residential treatment program that serves homeless and non-homeless men.
Aspiranet	THP Plus	Housing and services for transitioning age youth Age 18-24
Bethlehem Center	N/A	Provides hot meals six days a week (breakfast and lunch M-F) and lunch only Saturday and Sunday, emergency food and clothing.
Community Impact Central Valley	EHAP	Transitional housing program for single men, women and families experiencing homelessness.
Central Valley Recovery Services	N/A	Drug addiction help, residential treatment, methamphetamine, withdrawal from opiates, outpatient treatment, drug addiction help.

Agency	Program(s)	Description
EMQ Families First	TAY Housing	Housing and services for transitioning age youth Age 18-24.
Tulare County HHSA	Transitional Living Center	Transitional housing for single men and women with a serious mental illness.

Data Source: Kings/Tulare County Continuum of Care

Data Source Comment: All data is for the County of Tulare

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Permanent supportive housing programs that serve clients in Porterville include:

Table 65 – Regional Permanent Supportive Housing Facilities

Agency	Program(s)	Description
Family Services of Tulare County	Myrtle Court Tracy Court United Way PSH	Permanent supportive housing for homeless individuals and families with a disability.
Family Services of Tulare County	Tulare Housing First Tulare Housing First II Tulare Housing First II Bonus	Permanent housing with supportive services for chronically homeless single males and females.
Community Services & Employment Training	Tulare County PSH	Permanent Supportive Housing for homeless individuals and families with a disability.
Department of VA	VASH Program	Permanent housing for homeless veterans and their families.
Tulare County HHSA	East Tulare Avenue Cottages	Permanent supportive housing for single men and women with a serious mental illness.

Data Source: Kings/Tulare County Continuum of Care

Data Source Comment: All data is for the County of Tulare

Help low income individuals and families avoid becoming homeless, especially extremely low income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

Affordable housing, sufficient income and supportive services are critical to assisting a household transition to permanent housing and independent living. In an effort to ensure that housing providers are aware of community resources, the Alliance hosts monthly meetings to collaborate on topics such

as accessing mainstream benefits, low-barrier employment opportunities, and affordable housing opportunities.

Through Every Door Open, Housing Assistance Applications are evaluated within 72 hours. The policy is structured to evaluate all applicants quickly, conduct a responsible assessment, and either enroll or refer the applicant to the appropriate service. The strategy includes a focus on prevention, diversion, and rapid re-housing, in the hopes of effectuating a quick Housing First response with follow-up case management and services to ensure longer term stability. The Alliance conducts landlord training annually, to provide information and resources for residents that are being evicted. With early and immediate intervention, providers are able to prevent homelessness, or reduce a household's length of homelessness.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

Currently the City of Porterville does not directly oversee a lead based paint (LBP) eradication program unless it is in conjunction with CDBG, HOME, or CalHome funded owner occupied housing rehabilitation projects. However the City is exploring the possibility of applying for a LBP abatement grant directly from HUD. The Tulare County Health Department conducts follow-up investigations on documented incidents of childhood lead poisoning and implements eradication action as required by law.

How are the actions listed above related to the extent of lead poisoning and hazards?

As per the Market Analysis, building age is used to estimate the number of homes with LBP, as LBP was prohibited on residential units after 1978. Units built before 1980 are used as a baseline for units that contain LBP. Forty-eight percent of all units (7,773 units) in the City were built before 1980 and provide potential exposure to LBP. Additionally, almost half of households in the City (49 percent) are LMI, with incomes ranging from 0-80% AMI. Using this percentage as a baseline, we can estimate that 3,808 units at risk of LBP hazard may be occupied by LMI households.

How are the actions listed above integrated into housing policies and procedures?

All properties being rehabilitated or acquired for affordable housing are inspected for LBP. No federally funded rehabilitation is allowed to occur without due screening for LBP hazards. The City conducts visual assessment, paint testing or risk assessment on all of its projects. Lead hazard reduction activities include paint stabilization, interim controls, standard treatments, lead abatement, safe work practices and clearance to confirm that no LBP hazards remain when work is complete.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

As stated in SP-05, the City is implementing the following goal in an effort to increase family self-sufficiency through economic development:

- Expand economic development and employment opportunity programs.

Additionally, as discussed in the Market Analysis, the City has identified areas that must be addressed to achieve long-term economic prosperity, which include the following:

- Responding to and preventing any issues that could be raised as a result of the drought, which has affected many households in the City and surrounding areas.
- Ensuring that land within the City is “shovel ready” and available for development.
- Educating and training the City’s workforce to continue to fill any new jobs that may be coming into the City.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

As discussed in SP-40, the City will continue to work with the HATC to support the maintenance of adequate Section 8 Vouchers and other public housing within the City in proportion to the City’s LMI population. The City will also be working closely with the Tulare County Economic Development Corporation, Tule River Economic Development, CSET, Proteus, and Workforce Investment Board (WIB) to facilitate and enhance economic workforce development opportunities in the City. Additionally, Community Development Department staff will continue to work closely with the Economic Development Division to administer the CDBG-funded Business Assistance Program and Small Business Revolving Loan Fund.

The City will continue to work closely with, and in support of, the community service providers in meeting the special needs of its homeless and low- and moderate-income populations. Further, the City will continue to evaluate its delivery system and those of the agencies it works with to see if improvements can be made. The City anticipates that at least one (1) household will qualify for the purchase of a home under the City’s First Time Low-Income Homebuyer Program funded with CDBG, HOME or CalHome funds.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring

The City's Community Development Department will review its CDBG programs on an ongoing basis for performance evaluation and to ensure long-term compliance with program requirements. The City will enter accomplishment data into the IDIS system and will annually complete the Consolidated Annual Performance Evaluation Report (CAPER) that will detail and quantify the number of households and families assisted, jobs created, improvements provided, and any other measurement of performance applicable to the program activities. The reports will include an evaluation of each program in terms of the outcomes/objectives assigned to the program under HUD's performance measurement system. The report will be reviewed by HUD and presented at a public hearing as per the policies established in the adopted Citizen Participation Plan.

Minority Outreach (MBE/WBE)

The City strives to give priority to minority contractors whenever possible, as identified under the Section 3 Guidelines adopted by the City. If a minority contractor is not qualified or does not meet the criteria of the project, the hired contractor will be encouraged to hire Section 3 area residents.

First Year Action Plan

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Overview

The City's Fiscal Year (FY) 2015-2016 Action Plan covers the time period from July 1, 2015 to June 30, 2016 (HUD Program Year 2015). For FY 2015-2016, the City estimates it will have a total of up to \$1,498,635 in CDBG funds eligible to allocate. The estimated total is comprised of the 2015-2016 entitlement amount of \$663,697, \$70,037 Program Income (PI), and \$764,901 of available uncommitted funds from the prior FY 2014-2015. While HUD allocations are critical, they are often not sufficient to address the community needs that low income individuals and families face in attaining self-sufficiency.

Additionally, while the infrastructure and community and economic development needs within the City remain great, debt payments on the Section 108 loan (\$347,886) equal over 52 percent of the City's FY 2015-2016 CDBG budget; this significantly limits the programs and activities the City is able to fund in this Program Year. However, the City will continue to make every effort to leverage additional resources in order to successfully provide support and services to the populations in need.

CDBG administrative funds will not exceed the 20 percent cap of the estimated 2015-2016 entitlement amount, and the anticipated PI, thus a total of \$146,740 is estimated to be allocated for administrative costs to cover salary and benefits of staff who assist with the operation of the CDBG program.

CDBG public service funds will not exceed the 15 percent cap of the FY 2015-2016 entitlement amount and received PI, thus a total of \$122,055 is estimated to be allocated toward eligible public service activities. \$102,055 will be allocated to the Youth Center, \$15,000 to the Shelter+Care Program and \$5,000 to the Kings/Tulare County Continuum of Care (the Alliance), a consortium of partners working to address the housing and supportive service needs of the homeless population located in the Kings and Tulare County region.

The remainder of the FY 2015-2016 CDBG entitlement grant funds is proposed to be allocated toward eligible CDBG housing, economic development, and capital projects. The table below is a summary of how the CDBG funds are proposed to be allocated for FY 2015-2016:

Table 66 - CDBG Fiscal Year 2015-2016 Budgetary Priorities

CDBG Fiscal Year 2015-2016 Budgetary Priorities	
FY 2015-2016 New Entitlement	
Administration and Planning	\$146,740
Public Services (Youth Center, Shelter+Care & Alliance)	\$122,055
Section 108 Debt Payment	\$347,886
Land Acquisition	\$47,016
Total	\$663,697
FY 2014-2015 Unused Funds (Carryover, Received Program Income, and Anticipated Program Income)	
Housing Programs (First Time Homebuyer and Housing Rehabilitation)	\$260,589
Homebuyer Education Program	\$1,400
Business Assistance Programs	\$497,334
Parks Improvement Programs	\$75,615
Total	\$834,938
Total Available to Allocate	\$1,498,635

Section 108 Loan Repayment

To meet the need for permanent facilities within the community to provide broad based youth activities, the City received a \$3.885 million Section 108 loan guarantee to fund the construction of the Heritage Community Center in one of the lowest income areas of the City. The original Section 108 loan was executed in late 2003-2004 with repayments starting in the 2004-2005 program year; they are anticipated to end in 2023/2024.

Per the U.S. Department of Housing and Urban Development (HUD): “Section 108 is the loan guarantee component of the Community Development Block Grant (CDBG) Program. Section 108 provides communities with a source of financing for economic development, housing rehabilitation, public facilities, and large-scale physical development projects. This flexibility makes it one of the most potent and important public investment tools that HUD offers to local governments. The Section 108 loan guarantee program allows local governments to transform a small portion of their CDBG funds into federally guaranteed loans large enough to pursue physical and economic revitalization projects capable of renewing entire neighborhoods. Such public investment is often needed to inspire private economic activity, providing the initial resources or simply the confidence that private firms and individuals may need to invest in distressed areas. Local governments borrowing funds guaranteed by HUD through the Section 108 program must pledge their current and future CDBG allocations as security for the loan.”⁴⁰

⁴⁰ U.S. Department of Housing and Urban Development. “Section 108 Loan Guarantee Program.” <https://www.hudexchange.info/section-108/>

The construction of the Heritage Community Center building was completed in 2005-2006, and the ancillary project of developing a parking lot adjacent to the future ball fields was completed in 2008-2009. The Heritage Center was developed in partnership with the Porterville School District as it was constructed adjacent to the newest elementary school, Santa Fe. This allows for joint use of both City and School facilities for library and recreation activities, thereby leveraging available resources. The Porterville Youth Center is located at the Heritage Center along with other City programs. Several years ago, the City completed the construction of the Rails to Trails improvements adjacent to the Heritage Center that was partially funded with CDBG-R stimulus funding of \$191,221. This trail was planned as part of the Heritage Center complex.

HOME Investment Partnerships Program Resources

In addition to its annual CDBG entitlement, the City anticipates annual HOME Investment Partnerships Program (HOME) funds will be available to meet the goals of the Consolidated Plan. The City's HOME dollars come from program income, and will be used to meet affordable housing needs.

Table 67 - Expected Resources – Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Approximate Amount Expected Remainder of ConPlan *	Narrative Description
			Annual Allocation:	Program Income:	Prior Entitlement Resources:	Total:		
CDBG	Public Federal	<ul style="list-style-type: none"> • Admin and Planning • Acquisition • Economic Development • Housing • Public Improvements • Public Service 	\$663,697	\$70,037	\$764,901	\$1,498,635	\$345,042	CDBG funds will be used for public improvements, economic development, and public services that benefit low income and special needs households.

*Expected Amount Available Remainder of ConPlan includes an estimated \$660,000 in entitlement dollars per year, less 20 percent for administration, less \$1,766,958 for Section 108 repayments.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Porterville is proactive in prioritizing the needs of the community. Staff continues to dedicate time, collaborating with non-profit agencies through the Homeless Alliance whose main target is to house homeless individuals. The City uses \$15,000 in CDBG funds to contribute to the hiring of a social worker for the Shelter-Plus-Care Program administered by Family Services of Visalia. When available, funds will also be allocated to the Alliance to continue the efforts to end homelessness. Staff works closely with local non-profit agencies using an active referral system where a pool of resources is made available to those in need. City staff continuously promotes the housing programs through various methods as well as within several faith-based organizations. When available, the City uses state funding, such as CalHome in conjunction with CDBG funds to create safe and suitable living environments for the low- and moderate- income members of the Porterville community.

Leverage, in the context of entitlement funding, means bringing other local, state, and federal financial resources to maximize the reach and impact of the City's HUD Programs. HUD, like many other federal agencies, encourages the recipients of federal monies to demonstrate that efforts are being made to strategically leverage additional funds in order to achieve greater results. Leverage is also a way to increase project efficiencies and benefit from economies of scale that often come with combining sources of funding for similar or expanded scopes. Funds will be leveraged if financial commitments toward the costs of a project from a source other than the originating HUD program are documented.

As previously discussed, in addition to its annual CDBG entitlement, the City anticipates annual HOME Investment Partnerships Program (HOME) funds will be available to meet the goals of the Consolidated Plan. HOME funding is intended to be used for various housing-related programs and activities. HOME funds are generally used to address the housing needs of jurisdictions through the preservation or creation of affordable housing. New construction, housing rehabilitation, assistance to homebuyers, and tenant-based rental assistance are all eligible uses of HOME funds.⁴¹ The City's HOME dollars come from program income, and will be used to meet affordable housing needs.

Below is a list of potential financial resources considered a part of the City's overall financial plan to address priority needs and specific objectives identified in the Consolidated Plan. The number and availability of these programs to assist cities is limited, and funding for new projects is unpredictable. The following programs are local, state, and federal programs. None of these are managed locally by the City through funds accessed directly from HUD:

- **Housing Authority of Tulare County (HATC):** HATC is a public housing authority with jurisdiction within the City and the County. It administers federal and state funds for its public housing projects and government-assisted housing units, such as the Section 8 Housing Choice Voucher Program and Veterans Affairs Supportive Housing (VASH) vouchers.

⁴¹ The U.S. Department of Housing and Urban Development. "The HOME Program: HOME Investment Partnerships." <http://portal.hud.gov/hudportal/HUD?src=/hudprograms/home-program>

- **Low-Income Housing Tax Credit Program (LIHTC):** The LIHTC program provides federal and state tax credits for private developers and investors who agree to set aside all or an established percentage of their rental units for low-income households for no less than 30 years. Tax credits may also be utilized on rehabilitation projects, contributing to the preservation program. The program begins when developers and investors apply for an allocation of tax credits from the California Tax Credit Allocation Committee (CTCAC). Tax credits are awarded on a competitive basis at varying times. Compliance is monitored according to Internal Revenue Service (IRS) rules and regulations.
- **Multi-Family Housing Program:** If California's Housing and Community Development Department awards Multi-Family Housing Program loans to assist rental housing developments affordable to low-income households in the City, the City will assist the developers with identifying local funding.
- **National Housing Trust Fund (HTF):** States and state-designated entities are eligible grantees for the HTF. HUD will allocate HTF funds by formula annually. A State must use at least 80 percent of each annual grant for rental housing; up to 10 percent for homeownership; and up to 10 percent for the grantee's reasonable administrative and planning costs. During 2015, States will begin developing their HTF Allocation Plans and solicit input from their constituents and submit these plans to HUD along with their 2016 Annual Action Plans. HUD anticipates that grantees will receive their HTF allocations by summer 2016.

Other Federal Grant Programs

In addition to the entitlement dollars listed above, the federal government has several other funding programs for community development and affordable housing activities. These include: Section 202, Section 811, the Affordable Housing Program (AHP) through the Federal Home Loan Bank, and others.

State Housing and Community Development Sources

In California, the Department of Housing and Community Development (HCD) and the California Housing Finance Agency (CalHFA) administer a variety of statewide public affordable housing programs that offer assistance to nonprofit affordable housing developers. Examples of HCD's programs include the Multifamily Housing Program (MHP), Affordable Housing Innovation Fund (AHIF), Building Equity and Growth in Neighborhoods Program (BEGIN), and CalHOME. Many HCD programs have historically been funded by one-time State bond issuances and, as such, are subject to limited availability of funding. CalHFA offers multiple mortgage loan programs, down payment assistance programs, and funding for the construction, acquisition, and rehabilitation of affordable ownership units. The State also administers the federal Low Income Housing Tax Credit (LIHTC) program, a widely used financing source for affordable housing projects.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

During Fiscal Year 2014-2015 the City acquired a property located at the corner of Olive Avenue and Main Street in downtown Porterville. The property was the former site of the Porterville Hotel; a fire destroyed the abandoned building, and the land is now vacant. The City's intent is to market the property and find a developer willing to create new retail and office space in the downtown business

corridor. The desired outcome of the project would be retail opportunities, job creation and elimination of slum and blight.

The City also owns approximately nine (9) acres of undeveloped property located at the Porterville Airport Industrial Park, as well seven (7) acres of property located at the Jaye Street Industrial Complex. These properties are marketed in cooperation with the Tulare County EDC for recruitment of manufacturing and industrial uses to Porterville. The desired outcome of these projects is job creation.

Discussion

Please see discussion above.

AP-20 Annual Goals and Objectives

Goals Summary Information

Table 68 – One-Year Goals Summary

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Assist in the creation and preservation of affordable housing opportunities.	2015	2016	Affordable Housing	N/A	Affordable Housing	CDBG: \$309,005	<p>Homeowner housing rehabilitated: 2 Housing Units</p> <p>Direct financial assistance to homebuyers: 1 Households Assisted</p> <p>Public service activities for low/mod income housing benefit: 100 Persons Assisted</p> <p>Homeowner housing added: 1 Housing Units</p>
2	Support activities to prevent and end homelessness.	2015	2016	Homeless	N/A	Homelessness	CDBG: \$20,000	<p>Public service activities other than for low/mod income housing benefit: 300 Persons Assisted</p> <p>Public service activities for low/mod income housing</p>

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
								benefit: 2 Persons Assisted
3	Support activities that strengthen neighborhoods.	2015	2016	<ul style="list-style-type: none"> • Non-Housing Community Development • Non-Homeless Special Needs 	N/A	Community Services, Public Facilities, and Public Improvements	CDBG: \$177,670	Public service activities other than for low/mod income housing benefit: 100 persons assisted Public facility or infrastructure activities other than for low/mod income housing benefit: 15,415 households assisted
4	Expand economic development and employment opportunity programs.	2015	2016	<ul style="list-style-type: none"> • Non-Housing Community Development 	N/A	Economic Development	CDBG: \$497,334	Façade treatment/business building rehabilitation: 1 business Businesses assisted: 1 businesses

AP-35 Projects – 91.220(d)

Introduction

The Consolidated Plan goals below represent high priority needs for the City and serve as the basis for the strategic actions the City will use to meet these needs. The goals, listed in no particular order are:

1. Assist in the creation and preservation of affordable housing opportunities.
2. Support activities to prevent and end homelessness.
3. Support activities that strengthen neighborhoods.
4. Expand economic development and employment opportunity programs.

Table 69 - Project Information

#	Project Name
1	CDBG Planning and Administration
2	City-Operated Youth Center
3	Shelter + Care Program for the Homeless
4	Continuum of Care
5	First Time Low Income Homebuyer
6	Homebuyer Education Program
7	Owner Occupied Housing Rehab & Public Utilities Loan Program
8	Business Assistance Programs
9	Section 108 Loan Repayment
10	Parks Improvement Program
11	Land Acquisition

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

As previously discussed, the City is tasked both with determining the areas of greatest need and those in which community investment can have the most impact given the limited resources available.

The City utilized the qualitative feedback collected through the community forums and community needs survey, which were substantiated by quantitative data reported in the Needs Assessment and Market Analysis, as the basis for allocation prioritization

AP-38 Project Summary

Project Summary Information

Table 70 - Project Summary

Sort Order	Project Name	Target Area	Goals Supported	Needs Addressed	Funding
1	CDBG Planning and Administration	N/A	N/A	N/A	CDBG: \$146,740
2	City-Operated Youth Center	N/A	Support activities that strengthen neighborhoods.	Community Services, Public Facilities, and Public Improvements	CDBG: \$102,055
3	Shelter + Care Program for the Homeless	N/A	Support activities to prevent and end homelessness.	Homelessness	CDBG: \$15,000
4	Continuum of Care	N/A	Support activities to prevent and end homelessness.	Homelessness	CDBG: \$5,000
5	First Time Low Income Homebuyer	N/A	Assist in the creation and preservation of affordable housing opportunities.	Affordable Housing	CDBG: \$50,883
6	Homebuyer Education Program	N/A	Assist in the creation and preservation of affordable housing opportunities.	Affordable Housing	CDBG: \$1,400
7	Owner Occupied Housing Rehab & Public Utilities Loan Program	N/A	Assist in the creation and preservation of affordable housing opportunities.	Affordable Housing	CDBG: \$209,706
8	Business Assistance Programs	N/A	Expand economic development and employment opportunity programs.	Economic Development	CDBG: \$497,334
9	Section 108 Loan Repayment	N/A	N/A	N/A	CDBG: \$347,886
10	Parks Improvement Program	N/A	Support activities that strengthen neighborhoods.	Community Services, Public Facilities, and Public Improvements	CDBG: \$75,615
11	Land Acquisition	N/A	Assist in the creation and preservation of affordable housing opportunities.	Affordable Housing	CDBG: \$47,016

1	Project Name	CDBG Planning and Administration
	Target Area	N/A
	Goals Supported	N/A
	Needs Addressed	N/A
	Funding	CDBG: \$146,740
	Description	A portion of the CDBG grant allocation will be used for reasonable planning and administrative costs associated with the administration of the CDBG funds and other related federal requirements. Administration funds will support oversight activities of the housing department, legal services from the City Attorney's Office, and environmental reviews.
	Target Date	06/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	291 N. Main St. Porterville, CA 93257
	Planned Activities	CDBG Planning and Administration

2	Project Name	City-Operated Youth Center
	Target Area	N/A
	Goals Supported	Support activities that strengthen neighborhoods.
	Needs Addressed	Community Services, Public Facilities, and Public Improvements
	Funding	CDBG: \$102,055
	Description	Youth services and the provision of youth activities is a high priority for the City. The Youth Center is a free, drop-in recreation program that meets this need within the City's lowest income areas. The program prevents and diverts youth ages 10-18 from negative behavior and surrounds them in a positive and productive environment.
	Target Date	06/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	A minimum of 100 unduplicated youth will participate in the Youth Center activities each quarter of the one-year grant period.
	Location Description	256 E. Orange Ave., Porterville, CA 93257
	Planned Activities	A few program objectives include: enhancing self-esteem, building leadership skills, and learning teamwork and the ability to cooperate with others. A sample of the activities for the youth include: participation in City athletic leagues, homework tutoring, arts & crafts, cooking classes, community service projects, and an assortment of video and traditional games.

3	Project Name	Shelter Plus Care Program for the Homeless
	Target Area	N/A
	Goals Supported	Support activities to prevent and end homelessness.
	Needs Addressed	Homelessness
	Funding	CDBG: \$15,000
	Description	The S+C voucher functions like a Section 8 voucher; the client pays 30% of their income towards housing, and the remaining balance of the Fair Market Rent is paid by the voucher. All of the units in the program are existing scattered site market rate apartments. The program requires a dollar for dollar match of supportive services for each dollar of housing provided through the S+C voucher, and Family Services has committed to providing the balance of the services.
	Target Date	06/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	At least two (2) very-low income families/individuals will benefit from this program in FY 2015/2016. Five (5) vouchers are assigned to each of the participating cities, and the remaining vouchers will be available based on need.
	Location Description	Citywide
	Planned Activities	The City of Porterville executed a subrecipient agreement with Family Services of Tulare County to administer this voucher program that provides services within the City of Porterville with the City funding up to \$15,000 annually for the case manager services.

4	Project Name	Continuum of Care
	Target Area	N/A
	Goals Supported	Support activities to prevent and end homelessness.
	Needs Addressed	Homelessness
	Funding	CDBG: \$5,000
	Description	The Kings/Tulare Continuum of Care is a consortium of partners working to address the housing and supportive service needs of the homeless population located in the Kings and Tulare County region.
	Target Date	06/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	Up to two very-low income individuals/families will benefit from this program

	Location Description	Citywide
	Planned Activities	The City of Porterville executed a Subrecipient Agreement with Kings/Tulare Continuum of Care on Homelessness for funding of \$5,000 to continue services to prevent homelessness, including: 1) Within the consolidated Application on behalf of the member agencies of the CoC. Organize and facilitate two Continuum of Care application trainings. Provide ongoing technical assistance to the agencies preparing for the 2014 HUD Continuum of Care NOFA process. Submit completed Consolidated Application, all attachments, and project applications according to the HUD NOFA timeline. 2) Provide targeted technical assistance and training to local agencies that serve the homeless.

5	Project Name	First Time Low Income Homebuyer
	Target Area	N/A
	Goals Supported	Assist in the creation and preservation of affordable housing opportunities.
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$50,883
	Description	CDBG funds will be used to facilitate movement of low-income, renter households into the home ownership category with affordable mortgages through a revolving loan program.
	Target Date	06/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	One (1) low- to moderate-income family/individual will benefit from the purchase of their first home
	Location Description	Citywide
	Planned Activities	Using the funding allocations, the City plans to assist in the purchase of newly constructed or existing homes.

6	Project Name	Homebuyer Education Program
	Target Area	N/A
	Goals Supported	Assist in the creation and preservation of affordable housing opportunities.
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$1,400
	Description	CDBG funds will be used to prepare low-income renter households for the responsibilities and challenges of homeownership which will facilitate the use of the City's First Time Homebuyer Low Income Loan Program. The City is requiring this eight to nine hour training course as a prerequisite to applying for City assistance in the purchase of their first home.
	Target Date	06/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	It is anticipated that seventy five (75) low- to moderate-income families will benefit from attending the First Time Homebuyer classes offered by the City.
	Location Description	Citywide
	Planned Activities	The curriculum includes, but is not limited to the following topics: advantages/disadvantages of homeownership, what the applicant can afford, developing budgets, determining debt ratios, explanation of the loan process, down payments, and closing costs, selection of a real estate agent, selection of property, lead base paint visual assessment certification, writing an offer, the escrow process, and maintenance of the home. Using the funding allocation, the City plans to provide this homebuyer education course free of charge to qualified low income persons.

7	Project Name	Owner Occupied Housing Rehab & Public Utilities Loan Program
	Target Area	N/A
	Goals Supported	Assist in the creation and preservation of affordable housing opportunities.
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$209,706
	Description	The City will participate in a meaningful and effective housing rehabilitation program including connection to City water and/or sewer service, to assist low and moderate-income homeowners and to supplement previous funding allocated over the past 27 years to the Housing Rehabilitation Loan Program (HRLP).
	Target Date	06/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	At least two (2) very-low, low-, or moderate-income families are expected to benefit from this program.
	Location Description	Citywide
	Planned Activities	Once an applicant is income qualified, an inspection of the premises is made to identify building code deficiencies, applicable lead based paint mitigations, and zoning violations. For water and/or sewer connection feasibility verification will be performed by Engineering Department. The applicant is then counseled as to the extent and cost of the work covered by a rehabilitation loan, maintaining an equity reserve after rehabilitation construction, and the process of selecting a contractor. A systemized program evaluating work completed through on-site inspections and progress payment issuance is administered by the City to ensure that abuses of the program do not occur. Final payment is held until the City Building Inspector, Rehabilitation Specialist, and homeowner have indicated completion and satisfaction with the work.

8	Project Name	Business Assistance Programs
	Target Area	N/A
	Goals Supported	Expand economic development and employment opportunity programs.
	Needs Addressed	Economic Development
	Funding	CDBG: \$497,334
	Description	<p>Commercial and Industrial Development:</p> <p>The rehabilitation of commercial, commercial/residential, industrial, and professional office structures on a city-wide basis and/or the acquisition of vacant land for commercial and industrial use.</p> <p>Small Business Revolving Loan Fund:</p> <p>The main objective of this program is to provide “gap” funding for small businesses that are either just starting business in Porterville or are trying to expand their business.</p> <p>Public Facilities Program for Commercial/Industrial Areas (Parking Lot and Park Improvement and Development):</p> <p>The parking lot reconstruction and new construction development projects will result in the local community being enhanced by removing blighted conditions thereby encouraging viable businesses to become established, expand, or relocate to the area.</p>
	Target Date	06/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	At least one (1) small business is expected to benefit from this program.
	Location Description	Citywide

Planned Activities	<p>Commercial and Industrial Development:</p> <p>The goal of the program is to encourage business owners to partake in façade improvements, which will lead to increased business activity and job creation.</p> <p>Small Business Revolving Loan Fund:</p> <p>RLP assistance is a minimum of \$1,000 and a maximum of \$50,000 and will be directed towards businesses that have the greatest potential for long-term job creation.</p> <p>Public Facilities Program for Commercial/Industrial Areas (Parking Lot and Park Improvement and Development):</p> <p>If funds are available, it is proposed that this program will also provide improvements to downtown public parking lots, acquisition of property and construction of new public parking lots, and the development of a park in the downtown area. Use of these funds will assist in enhancing the infrastructure needed to attract employers to currently vacant and underutilized buildings.</p>
---------------------------	--

9	Project Name	Section 108 Loan Repayment
	Target Area	N/A
	Goals Supported	N/A
	Needs Addressed	N/A
	Funding	CDBG: \$347,886
	Description	CDBG Entitlement funds are allocated to provide the annual debt service payment on the Section 108 loan for the Heritage Center
	Target Date	06/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	The center is located in Census Tract 41
	Planned Activities	Section 108 Repayment

10	Project Name	Parks Improvement Program
	Target Area	N/A
	Goals Supported	Support activities that strengthen neighborhoods.
	Needs Addressed	Community Services, Public Facilities, and Public Improvements
	Funding	CDBG: \$75,615
	Description	The main objective of this project is to improve the deteriorated amenities and infrastructure in the park in order to continue to keep the Park as a safe, clean, and attractive recreation facility.
	Target Date	06/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	The approximate number of low- to moderate-income individuals that are serviced by Murry Park is 15, 415
	Location Description	Murry Park is in Census Tract 39.01, but also serves 38.02, and 41.01
	Planned Activities	Now that the environmental report has been completed, the City plans to continue making improvements to the north portion of the Park.

11	Project Name	Land Acquisition
	Target Area	N/A
	Goals Supported	Assist in the creation and preservation of affordable housing opportunities.
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$47,016
	Description	<p>The City may utilize CDBG funds to purchase real property to be used for low and moderate-income for the acquisition of land for new development. The City expects the project developed to meet the low-moderate income housing national objective.</p> <p>At the time of acquisition, if the specific project is not yet identified, the City will document the intended use of the property; the national objective expected to be met; and make a written commitment to use the property only for a specific project under that general use that will meet the low-moderate income housing objective.</p>
	Target Date	06/30/2016
	Estimate the number and type of families that will benefit from the proposed activities	Two (2) very-low to low-income families are expected to benefit from this project
	Location Description	Possible sites include one property on East Orange Avenue and one property on South G Street.
	Planned Activities	Donate properties to Habitat for Humanity Porterville Build Program for the construction of two new homes.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low income and minority concentration) where assistance will be directed

Not applicable. The City has not established specific target areas to focus the investment of entitlement funds.

Table 71 - Geographic Distribution

Target Area	Percentage of Funds
Not applicable	Not applicable.

Rationale for the priorities for allocating investments geographically

Not applicable.

Discussion

Please see discussion above.

AP-55 Affordable Housing – 91.220(g)

Introduction

Although entitlement resources are limited, the City does anticipate expending a significant portion of its CDBG entitlement on the preservation and provision of affordable housing. A detailed discussion of how HUD entitlements will be used to support community and economic development needs within the City is provided in AP-38, with the number of households to be assisted itemized by goal.

Table 72 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households to be Supported	
Homeless (Shelter+Care rental assistance)	2
Non-Homeless (Owner-occupied rehab and 1 st time homebuyer)	3
Special-Needs	0
Total	5

Table 73 - One Year Goals for Affordable Housing by Support Type

One Year Goals for the Number of Households Supported Through	
Rental Assistance	2
The Production of New Units	0
Rehab of Existing Units	2
Acquisition of Existing Units	1
Total	5

Discussion

Please see discussions above.

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of Tulare County of Tulare (HATC) was established in 1945 and is committed to providing rental housing assistance to LMI households, seniors, the disabled, and special-needs populations throughout the region. The agency administers various housing assistance programs, including the public housing program, housing choice voucher program, farm labor program, and senior housing program. HATC currently provides affordable and well-maintained rental housing to over 5,000 households countywide.

Additionally, HATC is a participant of HUD's Moving to Work (MTW) demonstration program, which grants participating public housing authorities (PHAs) the ability to test innovative approaches to delivering housing assistance to households in need. MTW is a HUD effort to build and support innovative programs that enhance the efficacy of PHAs. HATC has capitalized on the organizational and procedural flexibility it has gained through MTW to become a more efficient agency.

Actions planned during the next year to address the needs to public housing

HATC will continue to own and manage 179 units in the City. According to HATC, there is no plan to purchase additional public housing units, nor is there a plan to remove any units from its inventory. In the Fiscal Year 2014 - 2015, HATC invested a total of \$514,000 in Capital Fund improvements for its Public Housing Stock located in the City in 2014. The noted expenditures will cover maintenance and rehabilitation in public-housing units within the City of Visalia. Capital Fund expenditures will cover a large range of projects, including roofing replacement, landscaping improvements, carpet replacement along with Air Conditioning and Heating unit improvements.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HATC is proactive in the inclusion of public-housing residents in the policy making process. An equitable and transparent policy making process that includes the opinions of public housing residents is achieved through the participation of two tenant commissioners on the HATC Board. Furthermore, HATC has installed a Resident Counsel, which is made up of five residents from all of HUD funded programs (Multifamily Housing, LIHTC, HOME, Section 8 Housing Choice Vouchers and public-housing). The Resident Counsel works with HATC staff on evaluating the effectiveness and efficiency of HATC rental assistance programs. This provides members the opportunity to provide input on necessary program modifications.

A vital driving factor in the implementation of HATC programs is the promotion of tenant self-sufficiency. HATC views the goal of homeownership for program participants as one of the long term goals for all of our clients. HATC staff works with tenants to effectively provide them with the necessary resources to achieve homeownership and its Annual Re-Examination Notice provides public-housing participants with an extensive referral list that provides assistance with homeownership. This list includes programs managed by: CSET, City of Porterville, Habitat for Humanity, CalHFA, and Self Help Enterprises. HATC's program coordinator works with any interested public housing tenant in order to effectively inform them of all the different programs that are available to them. Effective

collaboration between the agency and other public and nonprofit agencies is imperative to help promote homeownership among all of its tenants. Lastly, the agency has consistently been a sponsor and active participant of the Tulare County Housing Resource Fair, an event that provides participants the opportunity to access available public/private programs to purchase their first home.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion

Please see discussions above.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

As previously discussed, the Alliance is a consortium of partners working to address the housing and supportive service needs of the homeless population located in the Kings and Tulare County region. The bi-county region's 10- year plan to end homelessness, Connecting the Dots, was developed by the Alliance in 2011. The goals of the Plan include:

1. Create and implement action steps to reduce and prevent future homelessness;
2. Form and/or expand the collaborations needed to successfully develop new housing units and connect homeless individuals with services;
3. Capitalize on existing resources and leverage new sources of funding in order to be efficient in addressing the needs of at-risk and homeless community members;
4. Expand the capacity of local agencies by utilizing existing best practices and educating on the effectiveness of a Housing First model;
5. Be proactive in the Alliance's approach to addressing homelessness.

To accomplish these goals, the Plan objectives are organized into three strategic categories: 1) Housing; 2) Supportive Services and Income Supports; and 3) Prevention and Outreach. The full plan is available at <http://kingstularecoc.org/connecting-the-dots/>.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

On an annual basis, the Alliance conducts a Point in Time (PIT) count in conjunction with the Project Homeless Connect (PHC) event. Through these two events, the Alliance is able to acquire a snapshot of the adults, children in households and unaccompanied youth living in the City who meet HUD's definition of homelessness. Information gathered through the PIT is used to understand the causes and trends over time of homelessness, as well as to determine the unmet shelter and service needs of the homeless. The City contributes CDBG funds to support the Alliance efforts and City staff participates in the annual bi-county PIT count.

The Alliance has a three-prong street outreach approach, which includes events such as PHC and the PIT Count, coordination with law enforcement for referrals of street homeless, and coordination with programs serving daily meals, which is an opportunity to identify clients in need of emergency services.

PHC is a national best practice that is a one-stop-shop of comprehensive support services for people experiencing homelessness. Guests attending the event are partnered with volunteers who assist in identifying and accessing necessary resources.

In addition to these events, homeless outreach is regularly conducted by City staff in collaborations with local non-profit agencies and faith based organizations to provide meals and other quality of life services on a weekly basis.

Addressing the emergency shelter and transitional housing needs of homeless persons

Although the City's CDBG funding is limited to directly contribute to applicable programs, a high priority is given to the need of providing permanent support housing, emergency shelters and transitional housing, as well as, substance abuse treatment, case management, mental health care, life skills training, etc. through collaboration with the Alliance and its members. Being an active participant in the Alliance, the City plays an important part in the strategic planning for the organization and for applications for funding resources. The City will continue to support the efforts of the Alliance and will continue cooperating with the operators of the Central Valley Family Crisis Center, Salvation Army, Red Cross, the PAAR Center, Porterville Area Coordinating Council and other such facilities within the City in providing adequate facilities to meet the emergency and transitional housing needs of the homeless and those threatened with homelessness. One focus is youth exiting from the foster care system. The City will work closely with the Alliance in reaching out to this vulnerable group.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

In 2012 the City partnered with the City of Tulare and the City of Visalia to submit a HUD application for 10-15 housing vouchers for the homeless through the Shelter Plus Care program. This was an expansion of the successful Shelter Plus Care program administered by the City of Tulare and Family Services of Tulare County. Implementation of the grant is now in its fourth year and has proven to be extremely successful in housing chronically homeless. Each city pledged \$15,000 annually for 5 years to fund a case manager to serve the three cities. Family Services of Tulare County will continue to be the administering agency with assistance in Porterville from Central California Family Crisis Center. Consequently, the FY 2015-2016 Action Plan allocates \$15,000 for the fifth year to this program. The objective for this project/outcome for this program is "availability/accessibility for the purpose of providing decent affordable housing."

Helping low income individuals and families avoid becoming homeless, especially extremely low income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City will continue its efforts to combat homelessness by awarding funding to the Alliance to assist in Project Homeless Connect, and the Point-In-Time homeless census. The City will also continue to support applications for HUD funding, and providing technical assistance and training local agencies that serve the homeless. In addition, the City will sponsor Project Homeless Connect for the eighth (8) consecutive year. The objective for this project/outcome is “availability/accessibility for the purpose of providing decent affordable housing.”

Discussion

Please see discussion above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

The disparity between income and housing costs stand as the greatest barriers for households seeking to obtain affordable housing in the City. Other barriers to affordable housing in the City may include permit and development impact fees, building codes, and off-street parking standards stand, as these public policies may negatively affect the development of affordable housing and residential investment in jurisdictions across the state.

1. **Permit and Development Impact Fees:** As with many other jurisdictions across California, the City collects permit and development impact fees to offset the administrative and service costs generated from these projects, such as processing permits and building inspections. California law requires that City-enforced fees be reasonable and relative to the cost of providing specific services. These fees, however, may limit the supply of affordable housing produced due to the additional costs associated with housing construction.
2. **Building Codes:** Building codes set guidelines that identify minimum standards to ensure that building and non-building structures protect the health and safety of the community. Local building codes, however, often mandate that costly improvements be made to meet regulation requirements. The City adopted the 2010 California Building Code (CBC), which is grounded on the International Building Code. The City's building codes prove to be in line with those of other California jurisdictions and do not have significant negative consequences on the development of affordable housing in the City.
3. **Off-street Parking Standards:** Parking standards for housing units may stand as a limitation to the development of affordable housing, as these requirements increase development costs and diminish the availability of land for additional units. According to Development Ordinance Section 304.04, the City Council shall have the authority to allow a reduction in the number of required multi-family parking spaces if a developer can demonstrate that the project will not generate a need for as much parking as such a project designed for a general market.⁴²

That said, governmental constraints to the production of housing are minimal in Porterville. In sum, the City's land use regulations, expedited permit processing, and relatively low development fees serve to encourage the construction of lower-cost dwelling units compared to other Central Valley communities. This conclusion is supported by the following facts:

- The City allows for a broad range of residential densities, up to 30 dwelling units per acre, and in no way discourages proposals for higher density housing through burdensome permit processes or exactions.
- Expedited permit processing times. In 2008, the City of Porterville updated the project review and plan check process for a more efficient and expedited turnaround period. The revised plan check process included input from the local developers, consultants and contractors.

⁴² City of Porterville. "Porterville Development Ordinance."

<http://www.ci.porterville.ca.us/depts/communitydevelopment/PortervilleDevelopmentOrdinance.cfm>

Submitted projects are now returned to project proponents within two weeks with comments or permits where the previous process took at least three (3) weeks.

- City fees are relatively low, and there are minimal development exactions.
- Most residential zones allow for alternative housing types, including mobile homes, second dwelling units, and group homes.
- Zoning and parking standards are not overly restrictive; the minimum single family lot size is sufficient to induce homebuilders to construct single family dwelling units for low- and moderate-income first-time home buyers.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City through its Certificates of Participation, California Infrastructure loans, and other funding sources strives to provide new wells, major sewer and water trunk connections, and expansion of the Wastewater Treatment Facility to accommodate residential growth, and ensure maintenance of affordable housing.

Notwithstanding this fact, the City will continue to evaluate its zoning ordinance and general plan policies to ensure no undue hardship is created in the development of LMI housing. Specifically, the adopted Housing Element establishes, as one of its action plan goals, “to reduce governmental constraints to the development, improvement, and preservation of housing, particularly to housing affordable to lower and moderate income households.”⁴³ To accomplish this goal, zoning ordinances have been adopted to ensure that the City is compliant with second unit law and global warming solutions and will include green building material incentives or alternative to construction materials.

Additionally, the Development Ordinance (formerly called the Zoning Ordinance) now addresses the following:

- Minimum lot sizes and densities consistent with the Plan’s land use classifications;
- Development standards that permit townhouses and zero-lot line attached or detached single-family dwellings on sites designated for low-medium, medium, or medium-high densities;
- Development standards that permit second units, small family daycares, and residential care homes in neighborhoods in accordance with State law;
- Sustainable design standards that will achieve compact, walkable neighborhoods and provide an interconnected network of local streets;
- Provisions for emergency shelters, transitional housing, supportive housing, and residential care facilities for six or fewer persons;

⁴³ City of Porterville. “2009-2014 Housing Element.” May 2010.

- Provisions for Single-Room Occupancy units; and
- Provisions for farmworker housing

The Housing Element also addresses other actions to be taken to preserve the existing housing stock, conserve existing affordable housing opportunities, provide adequate residential sites through appropriate land use designation and zoning to accommodate the City's share of regional housing needs, identify and encourage mixed-use and infill development, and ensure adequate services to infrastructure and housing.

Moreover, through its First Time Low Income Home Buyers Assistance Program, the City has attempted to mitigate one of the greatest barriers to affordable housing, namely the need for a substantial down payment. It is the City's intent to continue this program with program income funds during the Consolidated Plan timeframe and apply for future grant opportunities as they arise.

AP-85 Other Actions – 91.220(k)

Introduction

This section discusses the City's efforts in addressing the underserved needs, expanding and preserving affordable housing, reducing lead-based paint hazards, and developing institutional structure for delivering housing and community development activities.

Actions planned to address obstacles to meeting underserved needs

Please see activities in AP-35 and AP-38 to address the housing and community development needs in the City. Also, please see AP-75 regarding potential actions to address barriers to meet the City's affordable housing needs.

Actions planned to foster and maintain affordable housing

Please see AP-15 for actual and potential housing resources available, and AP-35 and AP-38 for activities that will be funded to address the housing and community development needs in the City. Also, please see AP-75 regarding potential actions to address barriers to meet the City's affordable housing needs.

Actions planned to reduce lead-based paint hazards

While the City of Porterville currently does not directly oversee a lead based paint (LBP) eradication program unless it is in conjunction with CDBG, HOME, or CalHome funded owner occupied housing rehabilitation projects. However the City is exploring the possibility of applying for a LBP abatement grant directly from HUD.

All properties being rehabilitated or acquired for affordable housing are inspected for LBP. No federally funded rehabilitation is allowed to occur without due screening for LBP hazards. The City conducts visual assessment, paint testing or risk assessment on all of its projects. Lead hazard reduction activities include paint stabilization, interim controls, standard treatments, lead abatement, safe work practices and clearance to confirm that no LPB hazards remain when work is complete.

Actions planned to reduce the number of poverty-level families

The City, in its continuing effort to reduce poverty, is implementing the following goal in an effort to increase family self-sufficiency through economic development:

- Expand economic development and employment opportunity programs.

Additionally, the City has identified areas that must be addressed to achieve long-term economic prosperity, which include the following:

- Responding to and preventing any issues that could be raised as a result of the drought, which has affected many households in the City and surrounding areas.
- Ensuring that land within the City is “shovel ready” and available for development.
- Educating and training the City's workforce to continue to fill any new jobs that may be coming into the City.

The City will continue to work with the HATC to support the maintenance of adequate Section 8 Vouchers and other public housing within the City in proportion to the City's LMI population. The City will also be working closely with the Tulare County Economic Development Corporation, Tule River Economic Development, CSET, Proteus, and Workforce Investment Board (WIB), to facilitate and enhance economic workforce development opportunities in the City. Additionally, Community Development Department staff will continue to work closely with the Economic Development Division to administer the CDBG-funded Business Assistance Program and Small Business Revolving Loan Fund.

The City will continue to work closely with, and in support of, the community service providers in meeting the special needs of its homeless and low- and moderate-income populations. Further, the City will continue to evaluate its delivery system and those of the agencies it works with to see if improvements can be made. The City anticipates that at least one (1) household will qualify for the purchase of a home under the City's First Time Low-Income Homebuyer Program funded with CDBG, HOME or CalHome funds.

Actions planned to develop institutional structure

The City will continue to work closely with, and in support of, the community service providers in meeting the special needs of its homeless and LMI populations. The City will also continue to participate in the Kings/Tulare Continuum of Care to ensure coordination and implementation of the strategic plan. Coordination with local lending institutions assisting lower income first time home buyers will be continued through public meetings and periodic Housing Fairs and/or Workshops. The City will also be working with the lenders to research various lending programs for approval to use with the City's assistance programs. Additionally, Community Development Department staff will continue to work closely with the Parks and Leisure Services Department to administer the ongoing youth recreational programs. The provision of youth activities is a high priority within the community. The Youth Center is a free, drop-in recreation program that meets this need within the City's lowest income areas. The program prevents and diverts youth ages 10-18 from negative behavior and surrounds them in a positive and productive environment. A few program objectives include: enhancing self-esteem, building leadership skills, and learning teamwork and the ability to cooperate with others. A sample of the activities for the youth include: participation in City athletic leagues, homework tutoring, arts & crafts, cooking classes, community service projects, and an assortment of video and traditional games.

Actions planned to enhance coordination between public and private housing and social service agencies

The City benefits from a strong jurisdiction and region-wide network of housing, homeless and community development partners, such as the Kings/Tulare Continuum of Care and Porterville Unified School District, and HATC. To improve intergovernmental and private sector cooperation, the City will continue to participate with other local jurisdictions and developers in sharing information and resources.

As discussed in AP-65, one successful example of coordination includes the Shelter Plus Care program. In 2012 the City partnered with the City of Tulare and the City of Visalia to submit a HUD application for

10-15 housing vouchers for the homeless through the Shelter Plus Care program. This was an expansion of the successful Shelter Plus Care program administered by the City of Tulare and Family Services of Tulare County. Implementation of the grant is now in its fourth year and has proven to be extremely successful in housing chronically homeless. Each city pledged \$15,000 annually for 5 years to fund a case manager to serve the three cities. Family Services of Tulare County will continue to be the administering agency with assistance in Porterville from Central California Family Crisis Center. Consequently, the FY 2015-2016 Action Plan allocates \$15,000 for the fifth year to this program. The objective for this project/outcome for this program is “availability/accessibility for the purpose of providing decent affordable housing.”

In addition to the actions listed above, the City will continue to be an active participant in the Alliance. The City plays an important part in the strategic planning for the organization and for applications for funding resources. The City will continue to support the efforts of the Alliance and will continue cooperating with the operators of the Central Valley Family Crisis Center, Salvation Army, Red Cross, the PAAR Center, Porterville Area Coordinating Council and other such facilities within the City in providing adequate facilities to meet the emergency and transitional housing needs of the homeless and those threatened with homelessness. One focus is youth exiting from the foster care system. The City will work closely with the Alliance in reaching out to this vulnerable group.

Discussion

Please see discussions above.

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The following provides additional information about the CDBG program income and program requirements.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$70,037
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	\$0
3. The amount of surplus funds from urban renewal settlements	\$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	\$0
5. The amount of income from float-funded activities	\$0
Total Program Income	\$70,037

Other CDBG Requirements

1. The amount of urgent need activities	\$0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income	100%
3. Overall Benefit – A consecutive period of one, two, or three years may be used to determine that a minimum overall benefit of 70 percent of CDBG funds is used to benefit persons of low and moderate income. Specify the years that include this Annual Action Plan	2015, 2016, 2017

Appendix A: Citizen Participation Plan

Introduction

The City of Porterville (City) is a federal entitlement jurisdiction that receives federal grant funding from the U.S. Department of Housing and Urban Development (HUD).

The City receives federal entitlement grant funding for the following programs:

- Community Development Block Grant (CDBG)

As an entitlement jurisdiction, the City is required to prepare:

- A Five Year Consolidated Plan (Consolidated Plan)
- A Citizen Participation Plan (CPP)
- An annual Action Plan (Action Plan)
- An annual Consolidated Annual Performance Evaluation Report (CAPER)

Under HUD's Code of Final Regulations for the Consolidated Plan (24 CFR Part 91 Sec. 91.105), the City must adopt a Citizen Participation Plan that sets forth the City's policies and procedures for citizen participation in the planning, execution, and evaluation of the Consolidated Plan, Action Plans, and CAPER. This CPP provides guidelines for the City to provide and encourage public participation by residents, community stakeholders, and grant beneficiaries in the process of drafting, implementing, and evaluating the Consolidated Plan and related documents. The citizen participation process includes outreach, public hearings, community forums, and opportunities for comment.

Definitions

- **Action Plan (Action Plan):** The Action Plan summarizes the activities that will be undertaken in the upcoming Fiscal Year (FY) to meet the goals outlined in the Consolidated Plan. The Action Plan also identifies the federal and non-federal resources that will be used to meet the goals of the approved Consolidated Plan.
- **Citizen Participation Plan (CPP):** The CPP provides guidelines by which the City will promote engagement in the planning, implementation, and evaluation of the distribution of federal funds as outlined in the Consolidated Plan, Action Plan, and CAPERs.
- **Community Development Block Grant (CDBG):** HUD's CDBG program provides communities with resources to address a wide range of housing and community development needs that benefit very low and low income persons and areas.
- **Consolidated Annual Performance Evaluation Report (CAPER):** The CAPER assesses the City's annual achievements relative to the goals in the Consolidated Plan and proposed activities in the Action Plan. HUD requires the City to prepare a CAPER at the end of each fiscal year.
- **Department of Housing and Urban Development (HUD):** HUD is the federal government agency that creates and manages programs pertaining to federal home ownership, affordable housing, fair housing, homelessness, and community and housing development.

- **Displacement:** Displacement refers to the involuntary relocation of individuals from their residences due to housing development and rehabilitation activities paid for by federal funds.
- **Eligible Activity:** Activities that are allowable uses of the CDBG funds covered by the CPP as defined in the Code of Federal Regulations Title 24 for HUD.
- **Entitlement Jurisdiction:** A city with a population of at least 50,000, a central city of a metropolitan area, or a qualified City with a population of at least 200,000 that receives grant funding from HUD.
- **Five Year Consolidated Plan (Consolidated Plan):** HUD requires entitlement jurisdictions to prepare a Consolidated Plan every five years. The Consolidated Plan is a strategic plan that identifies housing, economic, and community development needs and prioritizes funding to address those needs over a five-year period.
- **Low and Moderate Income (LMI):** As defined annually by HUD, Low and Moderate Income (LMI) is 0-80 percent of area median family income (AMI) for a jurisdiction, with adjustments for smaller or larger families. This includes those individuals presumed by HUD to be principally LMI (abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers). HUD utilizes three income levels to define LMI households:
 - Extremely low income: Households earning 30 percent or less than the AMI (subject to specified adjustments for areas with unusually high or low incomes)
 - Very low income: Households earning 50 percent or less than the AMI (subject to specified adjustments for areas with unusually high or low incomes)
 - Low and moderate income: Households earning 80 percent or less than the AMI (subject to adjustments for areas with unusually high or low incomes or housing costs)
- **Public Hearing:** Public hearings are designed to provide the public the opportunity to make public testimony and comment. Public hearings related to the Consolidated Plan are to be advertised in local newspapers and made accessible to non-English speakers and individuals with disabilities.
- **Substantial Amendments:** Amendments are considered “Substantial” whenever one of the following is proposed:
 - A change in the allocation priorities or a change in the method of fund distribution
 - A substantial change which increases or decreases the amount allocated to a category of funding within the City’s entitlement grant programs by 25 percent
 - To implement an activity using CDBG funds for new programs that were not described in the Consolidated Plan
 - To change the purpose or intended beneficiaries of an activity approved for CDBG funding, e.g., instead of primarily benefitting lower income households the activity instead proposes to benefit mostly moderate income households

Roles, Responsibilities, and Contact Information

The City is a federal entitlement jurisdiction and is a recipient of grant funding from the federal government.

The City's Charter established a council and manager form of government. Porterville's City Council is the elected legislative body of the City and is responsible for approving its Consolidated Plan, Action Plans, Substantial Amendments, and CAPERs prior to their submission to HUD.

It is the intent of the City to provide for and encourage citizen participation, with particular emphasis on participation by lower income persons who are beneficiaries, of or impacted by entitlement-funded activities. The City encourages participation in all stages of the Consolidated Planning process by all residents, including minorities and non-English speaking persons, as well as persons with mobility, visual or hearing impairments, and residents of assisted housing developments and recipients of tenant-based assistance.

In general, hearings will be held at City Hall due to its central location, convenient access, and disability accessibility. Translation services will be provided when there is an indication that non-English speaking persons will be attending. Other reasonable accommodations will be provided on a case-by-case basis.

The General Contact Information for the City's HUD Entitlement Programs is:

City of Porterville

Jennifer M. Byers

Interim Director

Community Development Department

jbyers@ci.porterville.ca.us

291 N. Main Street

Porterville, CA 9325

Citizen Participation Policies

Scope of Citizens Participation

Citizens will be involved in all stages of the Community Development Block Grant Program, including the development of the consolidated plan, inclusive of the annual action plan, substantial amendments to the plan, program implementation, assessment of performance, and design of the citizen participation plan. Mechanisms for the citizen involvement include: The Citizens' Advisory and Housing Opportunity Committee, public hearings and ad hoc community meetings, individual citizen efforts in the form of comments, complaints, or inquiries submitted directly to the Mayor and/or Community Development Department, located in City Hall, 291 N. Main Street, or by telephone, (559) 782-7460.

Public Hearings

At least two (2) public hearings, open to the entire community, will be held annually. The hearings will provide an opportunity for citizens to identify community development needs, proposed projects, and

assist in the development of an overall strategy for Porterville. The hearings will also be used to solicit comments on the citizen participation plan more sensitive to local needs and realign the plan with changes in Federal regulations, and to review the HUD annual community assessment, if available. The hearings are typically held in February or March and April or May of each program year.

The City will hold public hearings for Consolidated Plans, Annual Action Plans, CAPERs, amendments made to the CPP, and Substantial Amendments.

The Consolidated Plans, Annual Action Plans, CPP amendments, and Substantial Amendments require two public hearings. One required hearing is a City-staffed community meeting and one required hearing is before City Council for document adoption. The CAPER requires one hearing before City Council for document adoption.

Community hearings will be held in a community space with consideration for the convenience to beneficiaries of the entitlement program resources.

The City Council public hearings will be held at City Hall Council Chambers located at 291 N. Main Street, Porterville, CA 93257. Listening devices, interpretation services, and other assistance to disabled persons or those with limited English proficiency will be provided upon request, ranging up to five business days prior notification to the City Clerk. Requests for disability-related modifications or accommodations required to facilitate meeting participation, including requests for auxiliary aids, services or interpreters, require different lead times, ranging up to five business days. For this reason, it is important to provide as much advance notice as possible to ensure availability. Assistive Listening Devices (ALDs) are available upon request.

Notice of Hearings and Review Periods

The City will also undertake the following public information efforts to promote citizen participation:

- The public noticing pertaining to the community meetings, Council work session and public hearing are published in both English and Spanish. Public notices of all public hearings will be published in the Porterville Recorder and Noticiero Semanal at least ten (10) days before the scheduled hearing and fifteen (15) days prior to the final public hearing. These notices will indicate the date, time, location, and topics to be considered. Upon notification, arrangements will be made by the City to accommodate persons with disabilities. The public notices also will be made available in the form of press releases and as a public service announcement to local radio stations. Public hearing notices will indicate that summary statements of projected use of CDBG and/or HOME funds will be available in Spanish, the predominant non-English language spoke within the city. Additionally efforts will be made by providing notices to our local non-profit partners to share and publish for public viewing, and publishing on the City website which includes the Agenda and meeting minutes.
- Notices will also be published in the Porterville Recorder to notify the public of the period, not less than thirty (30) days for the consolidated plan or substantial amendments to the plan, or fifteen (15) days for the performance report, in which to receive comments from citizens before submission of the plan or report to HUD. All notices will include information that complete copies of the proposed plan or report will be available for public review at City Hall

(291 N. Main Street) or at the City Library (41 W. Thurman Avenue). A reasonable number of free copies of the plan or report will be provided to citizens and groups that request it.

- Orientation information will be provided at the first public hearing conducted by the Citizens' Advisory and Housing Opportunity Committee. City staff will make a presentation which covers: the total amount of funds available and the basis for award; the range of eligible activities and those previously funded in the community; the planning process and the schedule of meetings and hearings, the role of citizens in the program, a summary of other important program requirements, such as: environmental policies, fair housing provisions, and contracting procedures. Some of these topics will be covered in written materials.
- A public file containing program documentation for the preceding five (5) years will be available for review at City Hall during normal business hours. Included will be copies of the Consolidated Plan, Environmental Review Record, the Citizen Participation Plan, and the Consolidated Annual Performance Evaluation Report. Other program documents are also available for citizen review on request at City Hall, consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality. Upon request, materials will be made available in a form accessible to persons with disabilities.

Comments/Complaints on Adopted Plans

Comments or complaints from residents, public agencies, and other stakeholders regarding the adopted Consolidated Plan or related amendments and performance reports may be submitted in writing or verbally to the General Contact at the Community Development Department, 291 N. Main Street, Porterville, CA 93257. Written comments or complaints will be referred to appropriate City staff for consideration and response. The City will attempt to respond to all comments or complaints within fifteen (15) business days and maintain a correspondence file for this purpose.

Availability of Draft and Approved Documents

The draft and final versions of the Consolidated Plan, Action Plan, CAPER, all related amendments, records, and regulations will be available online at the City's website: www.ci.porterville.ca.us. Hard copies of all documents will be available at the Community Development Department, 291 N. Main Street, Porterville, CA 93257 and upon written request. If the City is unable to provide immediate access to the documents requested, it will make every effort to provide the documents and reports within 15 business days from the receipt of the request.

During the 30-day public review and comment period, copies of the document will be available to the public for review at City Hall (291 N. Main Street), the Porterville Library (41 W. Thurman), and through the City's website at www.ci.porterville.ca.us.

Substantial Amendments

In the case of proposed substantial amendments to the consolidated plan, the City shall provide reasonable notice and an opportunity to comment on substantial amendments. The public will be notified of the period, not less than thirty (30) days, in which to receive comments on the substantial amendments before the amendment is implemented. The meetings regarding the proposed

amendments are not required to be public hearings, but will be open to the public to attend. The City will consider any comments or views of citizens received in writing, or orally, at public hearings, if any, in preparing the substantial amendment of the consolidated plan. A summary of these comments or views, and a summary of any comments or views not accepted, and the reasons therefore, will be attached to the substantial amendment of the consolidated plan. Per the definition for a substantial amendment, amendments are considered “Substantial” whenever one of the following is proposed:

- A change in the allocation priorities or a change in the method of fund distribution
- A substantial change which increases or decreases the amount allocated to a category of funding within the City’s entitlement grant programs by 25 percent
- To implement an activity using CDBG funds for new programs that were not described in the Consolidated Plan
- To change the purpose or intended beneficiaries of an activity approved for CDBG funding, e.g., instead of primarily benefitting lower income households the activity instead proposes to benefit mostly moderate income households

Performance Report

Reasonable notice and an opportunity to comment on performance reports will be given to the public. The public will be notified of the period, not less than fifteen (15) days, in which to receive comments from citizens on the performance report that is to be submitted to HUD before its submission. Any comments or views of citizens received in writing or orally at public meetings will be considered, and a summary of the comments and views will be attached to the performance report.

Other Methods of Participation

Informal, individual contact with citizens, initiated either by citizens or program officials, will also provide input for the Consolidated Plan. For example, an individual may contact the Community Development Department at (559) 782-7460 to request consideration of a special project; or program officials may seek the opinion of local business persons as to the need for commercial revitalization. Program officials will also be available to advise citizens of the procedures for filing objections to the consolidated plan with the U.S. Department of Housing and Urban Development Area Office. Citizen participation in program implementation will occur primarily through consultation with the Citizens’ Advisory and Housing Opportunity Committee. Citizens will be asked to review and comment on specific strategies for approved projects. They will also meet to review any substantial program amendments. All such changes will be discussed with the committee and their comments considered prior to the City taking final action. These meetings will be held on an as-needed basis. Program assessment activities by citizens will occur in a variety of ways. Citizens will have the opportunity to comment on the City’s performance for the prior program year during the public hearings for the consolidated and action plan adoption. The public will also be notified of the public comment period for the annual performance report before its submission to HUD. The Citizens’ Advisory and Housing Opportunity Committee shall function as a forum for public participation in the City’s efforts to affirmatively further fair housing. Prior to the submission of the consolidated plan, the Committee shall discuss and recommend for Council adoption suggested methods of furthering fair housing. As part of the orientation to the program offered at the public hearing, citizens will be invited to submit

comments on all aspects of the program performance throughout the program year. Public comments or complaints regarding the consolidated plan, substantial amendments to the Plan, the Performance Report, or the Citizen Participation Plan should be submitted in writing to the Community Development Director, City of Porterville, 291 N. Main Street, Porterville CA 93257. If a public hearing is held, comments should be submitted within fifteen (15) working days from the date of the public hearing. A timely, substantive written response will be provided by the City within fifteen (15) working days. If the response is unsatisfactory, correspondence may then be addressed directly to the Mayor, City of Porterville, 291 N. Main Street, Porterville, CA 93257. The Mayor shall respond within fifteen (15) working days. If the citizen is still dissatisfied, he/she should write to the U.S. Department of Housing and Urban Development Area Office, 1 Sansome Street, Suite 1200, San Francisco, CA 94104, requesting investigation of the issue. Program staff will also be available during normal business hours to respond to citizen inquiries.

Additional Policies

Displacement Policy

As part of the CPP, the City must maintain a displacement policy. Displacement refers to the involuntary relocation of individuals from their residence due to housing development and rehabilitation paid for with federal funds. The City will continue to use existing federal and state relocation guidelines, as applicable, to minimize displacement and to alleviate the problems caused by displacement. Both the federal government and the State of California have specific requirements dictating the amount of benefits and assistance that must be provided to lower income persons and households relocated from their homes as a result of displacement. Depending on the funding source, displaced persons may be offered one or more of the following:

- A rent subsidy for another unit
- A cash payment to be used for rent or a down payment on the purchase of a dwelling unit
- Moving and related expenses

The City's rehabilitation programs may also incur relocation issues when they provide minor additions to existing dwellings in order to address overcrowding. Any temporary relocation costs are included in the rehabilitation loan package offered to clients.

Technical Assistance

Technical assistance which may be provided by City staff is limited to proposals that are considered eligible uses of CDBG funds, and not intended to assist citizen organizations, non-profit organizations, and groups of low/moderate income persons or target area residents applying for funding from other grant sources. The Citizens' Advisory and Housing Opportunity Committee may direct staff to provide technical assistance that may consist of staff or local expert presentations, informational handouts, research of a specific issue, or other short-term efforts.

Appendix B: Citizen Participation Summary

Community Needs Survey

To identify the highest priority needs of the City, a Community Needs Survey was designed and distributed to residents, workers, service providers, and businesses in the City. The public was informed that the City was in the process of preparing the 2015-2020 Consolidated Plan and community stakeholders were encouraged to complete the Community Needs Survey to help the City prioritize areas for investment using federal entitlement funds over the next five years.

The survey asked respondents to rate the level of need for improvements in the following areas:

- Overall needs
- Housing
- Public facilities
- Infrastructure and neighborhood improvements
- Public services
- Economic development

English and Spanish versions of the survey were available in electronic and hard copy formats from September through November 2014.

It is estimated that 4,732 entities, organizations, or persons were informed of the preparation of the Consolidated Plan. Information on public and public forums was disseminated through the following methods:

- The survey link was emailed to over 129 entities, organizations, agencies, or individuals with a request to share the survey with their network.
- The survey link was sent to 800 members of the City's Chamber of Commerce.
- The survey link was posted to the City's webpage: www.ci.porterville.ca.us.
- Information on the survey was shared on various social media pages.
- The survey link was distributed to the City's Parks and Leisure Services Department contact list (potential reach of 539) and posted to the City's Parks and Leisure Services Department Facebook page (potential reach of 1,857).
- The survey link was distributed to the Chamber of Commerce's newsletter contact list (potential reach of 800) and posted to the Chamber of Commerce's Facebook page (potential reach of 183).*

*Estimate reflects the number of "Likes" or "Followers" of organization's Facebook and/or Twitter page.

- Survey information was also distributed through local media sources, including The Porterville Recorder.
- Approximately 300 hard copy surveys were distributed to residents of the City at various locations, including public housing sites, school districts, health care providers, libraries, and community centers.

Community Forums

The City hosted three community forums to gather community input and feedback for the creation of the City's Consolidated Plan and Analysis of Impediments. A total of 30 individuals attended at least one of the community forums. These forums provided stakeholders with the opportunity to discuss their priorities for investing federal funds in the City and experiences with issues related to fair housing choice. These meetings were open to the public and held at the following locations:

- City Hall
291 North Main Street
Porterville, CA 93257
October 14, 2014, 5:30 p.m. to 7:30 p.m.
- Fire Station #2
500 North Newcomb Street
Porterville, CA 93257
October 9, 2014, 10:00 a.m. to 12:00 p.m.
- Heritage Center
256 E. Orange Ave.
Porterville, CA
October 8, 2014, 5:30 p.m. to 7:30 p.m.

Additionally, City staff leveraged existing events to engage the community and encourage participation and feedback:

- Porterville Chamber of Commerce First Friday Coffee, October 3, 2014
- Step-Up Event, October 9, 2014
- City of Porterville Youth Commission Meeting, October 13, 2014
- Orange Belt Board of Realtors Luncheon, October 15, 2014

Community Needs Survey Results

A total of 220 Community Needs Survey responses were gathered between September 2014 and November 2014. This section provides an overview of the results of the City's Community Needs Survey responses.

Needs Ratings in Overall Areas

The survey asked respondents to rate the level of need for improvement types that fall into five distinct categories. These five categories are public facilities, infrastructure and neighborhood improvements, public services, economic development: job creation in low income neighborhoods, and housing. The average need rating of each item within these categories provides an indicator of broad community needs priorities. Among these categories, creating more jobs available for low income residents received the highest ratings. When asked to identify the strongest overall need areas, creating more jobs available to low income residents was identified as the greatest overall need area.

Overall Need Area	Medium Need for Improvement or High Need for Improvement
Create more jobs available to low income residents	86%
Improve non-profit-community facilities providing community services (such as senior centers, youth centers, food banks)	83%
Improve City facilities providing public services	83%
Create more affordable housing	72%

Ten Highest Priority Needs in All Categories

Priority Rank	Specific Need	Medium or High Need for Improvement	Need Category
1	Street improvements	93%	Infrastructure and Neighborhood Improvements
2	Youth services	88%	Public Services
3	Crime awareness/prevention services	87%	Public Services
4	Youth centers	85%	Public Facilities
5	Parks and recreational facilities	84%	Public Facilities
6	Educational facilities	84%	Public Facilities
7	Energy efficiency and sustainability improvements	83%	Housing
8	Neighborhood cleanups (trash, graffiti, etc.)	82%	Public Services
9	Employment training services	81%	Public Services
10	Abused, abandoned, and neglected children services	81%	Public Services

Housing Needs

Respondents rated the need for ten different housing-related improvement areas in their neighborhoods and each improvement was rated highly. The five highest priorities in this area were:

1. Energy efficiency and sustainability improvements
2. Housing for special needs (such as elders and persons with disabilities)
3. Code enforcement activities in low income neighborhoods
4. Permanent housing for homeless
5. Increase affordable rental housing inventory

The table below shows the average need rating given to each of the housing needs and the share of respondents who rated each category as “medium” or “high” need.

Priority Rank	Housing: Specific Need	Medium or High Need
1	Energy Efficiency and Sustainability Improvements	83%
2	Housing for Special Needs (such as elders and persons with disabilities)	80%
3	Code Enforcement Activities in Low Income Neighborhoods	80%
4	Permanent Housing for Homeless	75%
5	Increase Affordable Rental Housing Inventory	74%
6	Downpayment Assistance to Purchase a Home	71%
7	Rental Assistance (Tenant Based Rental Assistance)	67%
8	Owner-occupied Housing Rehabilitation	66%
9	Rental Housing Rehabilitation	66%
10	Housing Accessibility Improvements	66%
11	Fair Housing Outreach and Testing	62%

Public Services Needs

Respondents rated the level of need for 21 various public service improvements within their neighborhoods. The five highest priorities in this area were:

1. Youth services
2. Crime awareness/prevention services
3. Neighborhood cleanups (trash, graffiti, etc.)
4. Employment training services
5. Abused, abandoned, and neglected children services

Priority Rank	Public Services: Specific Need	Medium or High Need
1	Youth services	88%
2	Crime awareness/prevention services	87%
3	Neighborhood cleanups (trash, graffiti, etc.)	82%

Priority Rank	Public Services: Specific Need	Medium or High Need
4	Employment training services	81%
5	Abused, abandoned, and neglected children services	81%
6	Food banks	79%
7	Battered and abused spouses services	79%
8	Homeless services	78%
9	Health services	78%
10	Senior services	76%
11	Substance abuse services	76%
12	Mental health services	75%
13	Child care services	75%
14	Disability services	74%
15	Transportation services	72%
16	Legal services	65%
17	Tenant/landlord counseling services	63%
18	Housing counseling	62%
19	Services for persons with HIV/AIDS	56%
20	Lead Based Paint/Lead Hazard Screens	54%

Public Facilities

Respondents rated their neighborhoods' level of need for 14 public facility types. The five highest priorities in this area were:

1. Youth centers
2. Parks and recreation facilities
3. Educational facilities
4. Libraries
5. Homeless facilities (transitional housing and emergency shelters)

Priority Rank	Public Facilities: Specific Need	Medium or High Need
1	Youth centers	85%
2	Parks and recreational facilities	84%
3	Educational facilities	84%
4	Libraries	80%
5	Homeless facilities (transitional housing and emergency shelters)	80%
6	Facilities for abused, abandoned, and neglected children	79%
7	Child care centers	74%
8	Senior centers	74%
9	Centers for the disabled	74%
10	Mental health care facilities	72%
11	Parking facilities	70%
12	Police stations	68%
13	Fire stations	64%

Priority Rank	Public Facilities: Specific Need	Medium or High Need
14	Facilities for persons with HIV/AIDS	49%

Infrastructure and Neighborhood Improvements

Respondents rated the level of need for 13 infrastructure and neighborhood improvements. The top five priorities in this area were:

1. Street improvements
2. Lighting improvements
3. Water/sewer improvements
4. Sidewalk improvements
5. Stormwater and drainage improvements

Priority Rank	Infrastructure and Neighborhood Improvements: Specific Need	Medium or High Need
1	Street improvements	93%
2	Lighting improvements	82%
3	Water/sewer improvements	81%
4	Sidewalk improvements	80%
5	Stormwater and drainage improvements	77%
6	New or renovated playgrounds	75%
7	Cleanup of contaminated sites	74%
8	Tree planting	70%
9	Acquisition and clearance of vacant lots	70%
10	Landscaping Improvements	67%
11	Neighborhood signage	67%
12	ADA accessibility to public facilities	64%
13	Public Art	59%

Economic Development: Job Creation in Low Income Neighborhoods

Respondents rated the level of need in four economic development areas within their neighborhoods. The top two priorities in this area were:

1. Store front improvements in low income neighborhoods
2. Public improvements to commercial/industrial sites

Priority Rank	Economic Development: Specific Need	Medium or High Need
1	Store front improvements in low income neighborhoods	78%
2	Public improvements to commercial/industrial sites	74%
3	Financial assistance for low income residents for business expansion and job creation	74%
4	Micro-enterprise assistance for business expansion (5 or fewer employees)	71%

Community Forum Results

The City held three community forums to gather public input regarding community needs that could potentially be addressed by utilizing federal entitlement program funding. Throughout the community forums, meeting participants had the opportunity to provide feedback through the voting and open-ended dialogue activities.

Voting Activity

During the voting activity, community members were provided with a list of categories and asked to identify those which they considered to have the highest needs. Votes for each category were tallied.

The top six most frequently identified needs during the voting activity, in order of importance, were:

1. Street improvements (including streets, curbs, and sidewalks) (38)
2. Water/sewer improvements (34)
3. Code enforcement (33)
4. Microenterprise development (fewer than 5 employees) (24)
5. Crime prevention and public safety (22)
6. Rehabilitation of commercial properties (22)

Other needs that were identified included:

- Job creation (21)
- Recreational services (21)
- Home purchase activities (20)
- Homeowner rehabilitation (19)
- Youth centers (16)
- Small business loans for business expansion (more than 5 employees) (14)
- Rental housing rehabilitation (12)
- Senior centers (12)
- Services for senior citizens (11)
- Employment training (11)
- Technical assistance to business (10)
- Facilities for persons with special needs (such as domestic violence shelters, nursing homes, or group homes for the disabled) (10)

- New construction (10)
- Educational programs (10)
- Substance abuse services (10)
- Housing counseling (10)

Less frequently identified needs include:

- Child care (9)
- Legal services (6)
- ADA accessibility to public facilities (5)
- Homelessness (4)
- Health care facilities (4)
- Health services (4)
- Acquisition (2)
- Energy saving: construction with basements on poured concrete (basement dwelling) (2)
- Additional options and funds available to underserved populations, primarily homeless and at-risk (2)

Open-Ended Dialogue Activity

During the breakout groups, forum participants were asked to identify what they viewed as the highest priority community needs. Answers given were both what currently existed (i.e. cracked sidewalks) and what was needed (i.e. gang prevention services). All answers were transcribed, grouped, and categorized. The number of times each item was identified as a community need was recorded and counted to identify the most frequently stated needs (i.e. “rental housing rehabilitation” was mentioned 12 times throughout all three community forums). Below is a brief summary of the feedback received at the community forums during the dialogue breakout groups. The number enclosed in parenthesis “()” refers to the number of times each item was identified as a community need.

The top six most frequently identified needs, in order of importance, were:

7. Street improvements (including streets, curbs, and sidewalks) (38)
8. Water/sewer improvements (34)
9. Code enforcement (33)
10. Microenterprise development (fewer than 5 employees) (24)
11. Crime prevention and public safety (22)
12. Rehabilitation of commercial properties (22)

Other needs that were identified included:

- Job creation (21)
- Recreational services (21)
- Home purchase activities (20)
- Homeowner rehabilitation (19)

- Youth centers (16)
- Small business loans for business expansion (more than 5 employees) (14)
- Rental housing rehabilitation (12)
- Senior centers (12)
- Services for senior citizens (11)
- Employment training (11)
- Technical assistance to business (10)
- Facilities for persons with special needs (such as domestic violence shelters, nursing homes, or group homes for the disabled) (10)
- New construction (10)
- Educational programs (10)
- Substance abuse services (10)
- Housing counseling (10)

Less frequently identified needs include:

- Child care (9)
- Legal services (6)
- ADA accessibility to public facilities (5)
- Homelessness (4)
- Health care facilities (4)
- Health services (4)
- Acquisition (2)
- Energy saving: construction with basements on poured concrete (basement dwelling) (2)
- Additional options and funds available to underserved populations, primarily homeless and at-risk (2)

Appendix C: Table of Acronyms

CAPER	Consolidated Annual Performance Evaluation Report
CDBG	Community Development Block Grant Program
CIP	Capital Improvement Projects
CoC	Continuum of Care
FY	Fiscal Year
HATC	Housing Authority of Tulare County
HEARTH	Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009
HIF	Housing Impact Fee
HMIS	Homeless Management Information System
HOME	HOME Investment Partnerships Program
HUD	United States Department of Housing and Urban Development
LBP	Lead-Based Paint
LMI	Low and Moderate Income
MTW	Moving to Work
RHNA	Regional Housing Needs Allocation
Section 8	Section 8 Housing Choice Voucher Program
TBRA	Tenant-Based Rental Assistance
VASH	Veterans Affairs Supportive Housing

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE APPROVING THE 2015 FIVE-YEAR CONSOLIDATED
PLAN AND 2015-2016 ACTION PLAN, ACCOMPANYING PROGRAM MODELS AND
PROPOSED USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

BE IT HEREBY RESOLVED that the City Council of the City of Porterville does hereby
approve the 2015 Five-Year Consolidated Plan and 2015-2016 Action Plan, accompanying Program
Models, and proposed use of Community Development Block Grant Funds with a 2015 Program
Year Entitlement Allocation as follows:

City-Operated Youth Center	\$ 102,055
Shelter Plus Care Program	\$ 15,000
Continuum of Care on Homeless	\$ 5,000
Section 108 Debt Service	\$ 347,886
Administration	\$ 146,740
Land Acquisition	<u>\$ 47,016</u>
Total Funding:	\$ 663,697

PASSED, APPROVED AND ADOPTED this 16th day of June, 2015.

Milt Stowe, Mayor

ATTEST:

John Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Consideration of How City Employees and Utility Customers May Donate and Support Local Non-Profit Organizations

SOURCE: City Manager's Office

COMMENT: City Council Member Ward requested, and the City Council approved, the consideration of how City employees may donate and support non-profit organizations. This Scheduled Matter was continued from the June 2, 2015, Council meeting to this meeting.

Currently, the United Way of Tulare County is an authorized vendor of the City, through which employees may make voluntary pre-tax contributions via payroll deduction. Per United Way guidelines, an employee may designate their contribution to a specific non-profit organization if they are registered with the United Way, or an employee may make a general contribution to the United Way, which in turn is distributed equally to the registered organizations.

Not all local non-profit organizations are registered with the United Way of Tulare County, which either they could register to receive employee contributions, or they could submit documentation to be added as an authorized City vendor.

As for City utilities customers, the City's utilities financial management system does contain a feature to allow individual customers to voluntarily round up their monthly utilities payment to the next dollar. For example, a monthly utilities bill of \$39.27 would be rounded up to \$40. The system allows for only a single account to be established for the transfer of round up contributions, thus a manual process would need to be utilized if contributions are to be distributed to more than one account.

RECOMMENDATION: That the City Council consider how City employees and utilities customers may donate and support local non-profit organizations, and provide direction as appropriate.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:

Item No. 22.

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Consideration of Establishing a Moratorium on New Residential Development Exceeding Ten (10) Units, as Well as Commercial Projects That Require Significant Water Usage

SOURCE: City Manager's Office

COMMENT: City Council Member Ward requested, and the City Council approved, the consideration of establishing a moratorium on new residential development exceeding ten (10) units, as well as commercial projects that require significant water usage. This Scheduled Matter was continued from the June 2, 2015, Council meeting to this meeting.

The recently completed water system hydraulic study commissioned by the City sought to analyze the viability of the City's water distribution system to serve both current and planned future residential development. The study established that the City currently continues to have the ability to meet current system demands, though with ongoing challenges during periods of elevated temperatures and hours of peak water use. The study also concluded that planned new residential development projects can be served as expected new water sources are connected to the system. However, should the current drought conditions continue into the 2016 calendar year, then the system should again be analyzed.

RECOMMENDATION: That the City Council consider establishing a moratorium on new residential development exceeding ten (10) units, as well as commercial projects that require significant water usage.

ATTACHMENTS:

Appropriated/Funded: N/A

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Consideration of Prohibiting the Installation of Natural Grass in Commercial and Industrial Zoned Areas, and to Require a Permit for the Installation of Natural Grass Exceeding 300 Square Feet in Residential Zoned Areas

SOURCE: City Manager's Office

COMMENT: City Council Member Ward requested, and the City Council approved, the consideration of prohibiting the installation of natural grass in commercial and industrial zoned areas, and to require a permit for the installation of natural grass exceeding 300 square feet in residential zoned areas. This Scheduled Matter was continued from the June 2, 2015, Council meeting to this meeting.

As part of Executive Order B-29-15, Governor Brown ordered that the State Model Water Efficient Landscape (MWEL) Ordinance be updated through expedited regulation by the State Water Resources Control Board. The updated Ordinance shall increase water efficiency standards for new and existing landscapes through more efficient irrigation systems, greywater usage, onsite storm water capture, and by limiting the portion of landscapes that can be covered in turf. Local ordinances will be required to implement and update existing ordinances by December 31, 2015. The City of Porterville's Development Ordinance Chapter 303 Landscaping is in compliance with the current State Model Water Efficient Landscape Ordinance.

The Water Resources Control Board has released a schedule for the 2015 Ordinance update. The Public Draft is anticipated to be released on June 12th, and there will be a Public Meeting on June 16th in Southern California (Los Angeles), and June 19th in Northern California (Sacramento). Though perhaps most impacted by the Ordinance, no Public Meetings are currently scheduled to occur in the Central Valley. Public Comments will end on June 26th, and be before the California Water Commission on July 15th, with the Ordinance adoption to follow.

One of the specific purposes of the City's landscaping regulations is to promote conservation of water resources through the use of native and drought-tolerant plants, and water-conserving irrigation practices. The standards within the chapter apply to: 1) new construction and rehabilitated common area landscapes with more than twenty-five hundred (2,500) square feet of landscaped areas; and 2) new construction landscapes (includes new construction, as well as rehabilitation of existing) of single-unit and multi-unit residential projects with more than five thousand (5,000) square feet of landscaped areas. Throughout the chapter are requirements to use native and drought-resistant plantings. Plant

materials shall be selected from those species and varieties known to thrive in the Porterville climate and/or listed in Sunset's Western Garden Book, Region No. 9. Section 303.06 specifically limits lawns or turf in required landscape areas to be less than 25%. Water efficiency is also mandated in Section 303.07, and requires landscaped areas to calculate total water use value. Section 303.08 includes requirements for irrigation specifications, and states that irrigation systems shall be designed, maintained, and managed to meet or exceed 0.71 efficiency.

For the City Council's information and reference, an Ordinance amendment requires a 10-day Notice of Public Hearing and Second Reading, followed by a 30-day implementation period. If a proposed amendment to the Ordinance was considered by the Council at its June 16th meeting, Second Reading could be given at the July 7th meeting, and would become effective August 6, 2015.

RECOMMENDATION: That the City Council provide direction, as appropriate.

ATTACHMENTS: 1. City Landscaping Ordinance

Appropriated/Funded: N/A

Review By:

Department Director:

Final Approver: John Lollis, City Manager

ARTICLE 303. LANDSCAPING

303.01: PURPOSE:

The specific purposes of the landscaping regulations are to:

- A. Improve the appearance of the community by requiring aesthetically pleasing landscaping on public and private sites;
- B. Aid in energy conservation by providing shade from the sun and shelter from the wind;
- C. Soften the appearance of parking lots and other development through landscaping;
- D. Promote conservation of water resources through the use of native and drought tolerant plants, and water conserving irrigation practices; and
- E. Minimize or eliminate conflicts between potentially incompatible but otherwise permitted land uses on adjoining lots through visual screening. (Ord. 1801, 12-3-2013)

303.02: APPLICABILITY:

- A. The standards of this chapter apply to all new development or improvements subject to city review as specified herein.
- B. "Qualified landscape areas" are those areas meeting one or more of the following criteria:
 - 1. New construction and rehabilitated common area landscapes with more than two thousand five hundred (2,500) square feet of landscaped area.

2. New construction landscapes which are homeowner provided and/or homeowner hired in single-unit and multi-unit residential projects with more than five thousand (5,000) square feet of landscaped area. (Ord. 1801, 12-3-2013)

303.03: LANDSCAPE DESIGN PRINCIPLES:

The following design principles are general standards to be used by city staff in evaluating whether landscape plans conform to the requirements of this article:

- A. **Natural Landscapes:** Landscape designs shall incorporate and enhance existing natural landscapes and existing specimen trees and native vegetation (including canopy, understory, and ground cover). Particular care shall be given to preserve intact natural landscapes. Where previous landscaping has dramatically altered natural landscapes, new designs shall seek to reestablish natural landscape patterns and plantings. Natural landscapes and native vegetation do not include weeds.
- B. **Composition:** The quality of a landscape design is dependent not only on the quantity and selection of plant materials but also on how that material is arranged. Landscape materials shall include a combination of ground covers, shrubs, vines and trees with a variety of plant heights and colors.
- C. **Buffering And Screening:** The placement of natural landscape materials (trees, shrubs, and hedges) is the preferred method for buffering differing land uses, for providing a transition between adjacent properties, and for screening the view of any parking or storage area, refuse collection, utility enclosures, or other service area visible from a public street, alley, or pedestrian area. Plants may be used with fences or berms to achieve the desired screening or buffering effect. When used to screen an activity area such as a parking lot, landscaping shall not interfere with public safety.
- D. **Responsive To Local Context And Character:** Landscape designs shall build on the site's and area's unique physical characteristics, conserving and complementing existing natural features. Naturalistic design elements such as irregular plant spacing, undulating berm contours, and mixed proportions of plant species shall be used to ensure that new landscaping blends in and contributes to the quality of the surrounding area. Selection and spacing of plant material shall be reflective of the surrounding area's character.

- E. Use Of Native And Drought Resistant Plants: Landscape designs shall feature native and/or related plant species and avoid invasive species, especially in areas adjacent to existing native vegetation, to take advantage of the unique natural character and diversity of the region and the adaptability of native plants to local environmental conditions. Where feasible, the reestablishment of native habitats shall be incorporated into the landscape design. In the same manner, landscape designs shall utilize drought tolerant plant materials to the maximum extent feasible. The use of drought tolerant plants shall enrich the existing landscape character, conserve water and energy, and provide as pleasant and varied a visual appearance as plants that require more water.
- F. Continuity And Connection: Landscaping shall be designed within the context of the surrounding area, provided that the landscaping is also consistent with these design principles. Where the design intent and the surrounding landscape is naturalistic, plant materials shall blend well with adjacent properties, particularly where property edges meet, to create a seamless and natural landscape. Where the design intent and the surrounding landscape is formal, consistent or similar plant material and spacing shall be utilized. Exceptions shall be made when seeking to create a transition between uses, districts, and tiers.
- G. Enhancing Architecture: Landscape designs shall be compatible with and enhance the architectural character and features of the buildings on site, and help relate the building to the surrounding landscape. Major landscape elements shall be designed to complement architectural elevations and rooflines through color, texture, density, and form on both vertical and horizontal planes. Landscaping shall be in scale with on site and adjacent buildings. Plant material shall be installed at an appropriate size and allowed to accomplish these intended goals. When foundation planting is required, plantings and window boxes shall incorporate artistic elements and be compatible with a building's architectural character. (Ord. 1801, 12-3-2013)

303.04: LANDSCAPE PLANS:

- A. Information Required: A landscape plan shall be submitted with the permit application for all projects for which landscaping is required. Landscape plans shall be drawn to scale and shall at a minimum indicate: proposed plant locations, species, and sizes; any additional proposed landscape elements; soil preparation measures; and any other measures to facilitate plant growth or control erosion. Landscape plans shall include verification that the soil type, depth, and other characteristics are appropriate for the proposed landscaping and irrigation. Landscape plans shall also indicate the location of any existing trees over six inches (6") in diameter, and whether each such tree is proposed for retention or removal. Each landscape plan shall be accompanied by an irrigation plan that at a minimum indicates the location, type and size of all components

of the irrigation system, including automatic controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, and backflow prevention devices.

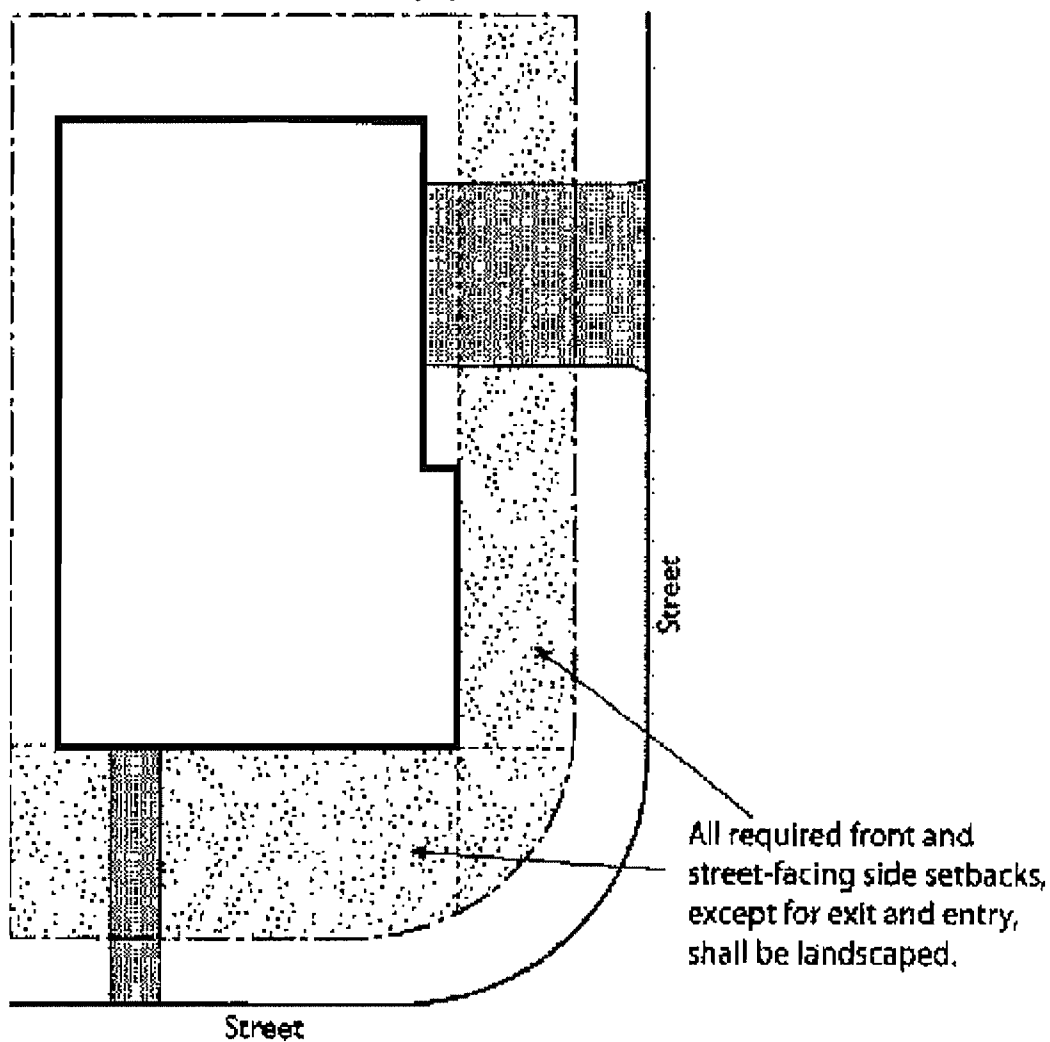
- B. Preparation By Qualified Person: Landscaping for commercial projects, industrial projects, institutional projects, and residential projects consisting of more than twelve (12) units shall be prepared by a California licensed landscape contractor or California registered architect or landscape architect. (Ord. 1801, 12-3-2013)

303.05: AREAS TO BE LANDSCAPED:

The following areas shall be landscaped, and may count toward the total area of site landscaping required by the zoning district regulations:

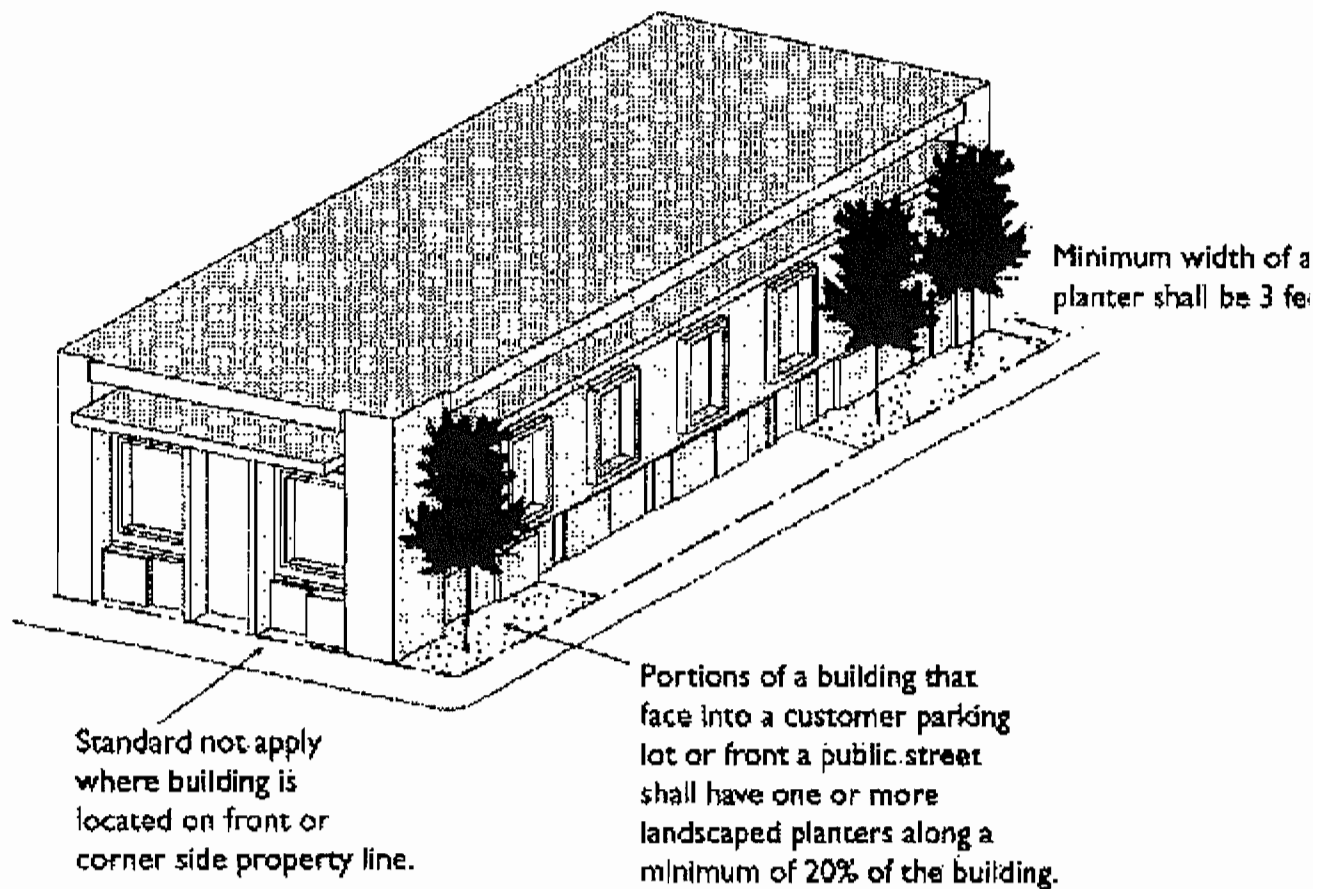
- A. Required Setbacks: All required front and street facing side setbacks, except for areas used for exit and entry, shall be landscaped.

FIGURE 303.05A: REQUIRED SETBACKS



- B. Interior Property Lines Abutting R Districts: A minimum five foot (5') wide landscape buffer shall be provided along interior property lines, where no building abuts a property line, in districts adjacent to an R district.
- C. Building Perimeters: The portions of a building facade that face onto a customer parking lot or front a public street shall have one or more landscape planters installed along a minimum twenty percent (20%) of that building face. The minimum width of the planter shall be three feet (3'). This standard does not apply where a building is located on the front or corner side property line and there is no setback between the building and the property line.

FIGURE 303.05C: BUILDING PERIMETERS



D. Landscaping In Parking Areas: Parking areas shall be landscaped as required by article 304, "On Site Parking And Loading", of this series.

E. Orchards And Gardens: Areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens.

F. Unused Areas: All areas of a project site not intended for a specific use, including areas planned for future phases of a phased development, shall be landscaped or left in a natural state. Access to the unused portion of the site shall be prohibited by a concrete curb, timber barrier or other barrier not less than six inches (6") high. (Ord. 1801, 12-3-2013)

303.06: GENERAL LANDSCAPING STANDARDS:

A. Materials:

1. General: Landscaping shall consist of a combination of ground covers, shrubs, vines, and trees. Landscaped areas may include paved or graveled surfaces, provided they do not cover more than ten percent (10%) of the area required to be landscaped. Plant materials shall be selected from those species and varieties known to thrive in the Porterville climate and/or listed in Sunset's "Western Garden Book, Region No. 9". Recirculating water shall be used for decorative water features.
2. Ground Cover Materials: Ground cover shall be of living organic plant material. Ground cover may include grasses. The exclusive or majority use of nonplant materials such as gravel, colored rock, cinder, bark, and similar materials may not be used to meet the minimum planting area requirements required by this article. Mulch is not a substitute for ground cover plants.
3. Turf Allowance/Drought Tolerant Materials: The maximum amount of lawn in required landscape areas shall be twenty five percent (25%) except for turf areas that comprise an essential component of a project (e.g., golf courses or playing fields), which are exempt from this limit. The installation of turf on slopes greater than twenty five percent (25%) is prohibited. The use of drought tolerant or artificial turf plant materials is preferred in these applications to conserve the city's water resources.
4. Mulch: A minimum two inch (2") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting ground covers or other special planting situations where mulch is not recommended. Stabilizing mulching products shall be used on slopes.
5. Size And Spacing: Plant materials shall be grouped in hydrozones in accordance with their respective water, cultural (soil, climate, sun and light) and maintenance needs. Plants shall be of the following size and spacing at the time of installation:
 - a. Ground Covers: Areas planted in ground cover plants other than grass seed or sod shall be planted at a rate of one per twelve inches (12") on center.
 - b. Shrubs: Shrubs shall be a minimum size of one gallon. When planted to serve as a hedge or screen, shrubs shall be planted with two (2) to four feet (4') of spacing, depending on the plant species.
 - c. Trees: Trees shall be a minimum of fifteen (15) gallons in size with a one inch (1") diameter at breast height (dbh) spaced at thirty five feet (35') on center. Newly planted trees shall be supported with stakes or guywires.

B. Dimension Of Landscaped Areas: No landscaped area smaller than three feet (3') in any horizontal dimension shall count toward required landscaping.

C. Drivers' Visibility: Trees and shrubs shall be planted and maintained so that at maturity they do not interfere with traffic safety sight areas, or public safety. Notwithstanding other

provisions of this section, landscaping must comply with section 300.16, "Visibility At Driveways And Intersections (Sight Distance)", of this series. (Ord. 1801, 12-3-2013)

303.07: WATER EFFICIENCY:

- A. Efficiency Requirement: Landscaping shall be designed and plantings selected so that water use is minimized. The total "water use value" of the proposed landscaping on a site, as described in the following subsection, may not exceed the total planting area.
- B. Procedure For Calculating Total Water Use Value: Total water use value shall be calculated as follows:
1. Plants with similar water needs shall be grouped together on the landscape plan. All landscaped areas on a site shall be designated as being in the very low, low, moderate, or high water needs category, according to the California department of water resources study, water use classification of landscape species (WUCOLS). Water bodies and turf shall be classified as high water use.
 2. The total area (either in square feet or acres) in very low, low, moderate or high water use planting types shall be determined.
 3. The area in each planting type shall be multiplied by the "water use value" for that planting type listed in table 303.07B3 of this section, and the products summed to determine total water use value of the landscape plan.

TABLE 303.07B3: WATER USE VALUES OF PLANTING TYPES

Planting Type	Water Use Value
Very low water needs category	0.1
Low water needs category	0.4
Moderate water needs category	1.0
High water needs category	1.6

Calculating Total Water Use Value		
Area (sq. ft. or acres) in very low water needs category x 0.1	=	
Area (sq. ft. or acres) in low water needs category x 0.4	=	

	Area (sq. ft. or acres) in moderate water needs category x 1.0	=	
	Area (sq. ft. or acres) in high water needs category x 1.6	=	
	Total water use value for site	=	

4. In order to comply with this water use standard, the total water use value as calculated in subsection B3 of this section for a site shall be less than or equal to the total planting area expressed in square feet or acres. (Ord. 1801, 12-3-2013)

303.08: IRRIGATION SPECIFICATIONS:

An irrigation system shall be installed that consists of low volume sprinkler heads, dry emitters, and bubbler emitters with automatic controllers. Each system shall be designed to provide adequate coverage to all plant material. Irrigation systems shall be designed, maintained, and managed to meet or exceed 0.71 efficiency.

- A. Irrigation systems and decorative water features shall use recycled water when made available from the city.
- B. Soil types and infiltration rate shall be considered when designing irrigation systems.
- C. All irrigation systems shall be designed to avoid runoff, low head drainage, overspray, or other similar conditions where water flows onto adjacent property, nonirrigated areas, walks, roadways, or structures.
- D. Proper irrigation equipment and schedules, including features such as repeat cycles, shall be used to closely match application rates to infiltration rates therefore minimizing runoff.
- E. Overhead irrigation shall be scheduled between eight o'clock (8:00) P.M. and ten o'clock (10:00) A.M. unless weather conditions prevent it.
- F. The irrigation plans shall include the following to provide better water efficiency for all landscaped areas:

1. Equipment: Sprinklers and sprays shall not be used in areas less than five feet (5') wide. Drip and bubbler systems shall be used in areas where watering needs do not exceed one and one-half (1.5) gallons per minute per device.
2. Water Meters: Separate landscape water meters shall be installed for all qualified landscape areas.
3. Controllers: Automatic control systems shall be required for all irrigation systems and shall be able to accommodate all aspects of the design. Automatic controllers shall be digital, and shall have multiple programs, multiple cycles, and sensor input capabilities.
4. Valves: Plants which require different amounts of water shall be irrigated by separate valves. If one valve is used for a given area, only plants with similar water use shall be used in that area. Antidrain (check) valves shall be installed in strategic points to minimize or prevent low head drainage.
5. Sprinkler Heads: Heads and emitters shall have consistent application rates within each control valve circuit. Sprinkler heads shall be selected for proper area coverage, application rate, operating pressure, adjustment capability, and ease of maintenance.
6. Rain Or Moisture Sensor Devices: Soil moisture sensors and rain or moisture sensing override devices are required for all qualified landscape areas. (Ord. 1801, 12-3-2013)

303.09: MODEL HOMES:

At least one model home that is landscaped in each project consisting of eight (8) or more homes shall demonstrate via signs and information, the principles of water efficient landscapes described in this chapter.

- A. Front Yard Sign: A four (4) square foot sign shall be located in the front yard of the "water saving" model so that it is clearly visible to buyers. The sign shall indicate that the model features a water saving landscape and irrigation design.
- B. Interior Display: A drawing, or combination of drawings, shall be displayed inside the "water saving" model or the sales office which provides a schematic of the landscape. These drawings shall include a key identifying the common name of the plants used in the "water saving" model distributed with the sales information to potential buyers to satisfy this requirement.

- C. Literature: Additional literature describing water conserving landscaping and irrigation is encouraged to also be made available to the potential buyer or referenced on the interior display or brochure. (Ord. 1801, 12-3-2013)

303.10: INSTALLATION AND COMPLETION:

- A. Consistency With Approved Plans: All landscaping and screening shall be installed consistent with approved plans and specifications, in a manner designed to promote and maintain healthy plant growth.
- B. Timing Of Installation: Required landscaping and screening shall be installed prior to the issuance of a certificate of occupancy for the associated project.
- C. Exception; Assurance Of Landscaping Completion: The zoning administrator may permit the required landscaping to be installed within one hundred twenty (120) days after the issuance of a certificate of occupancy in special circumstances related to weather conditions or plant availability. A surety in the amount equal to one hundred fifty percent (150%) of the estimated cost of landscaping, including materials and labor, as well as an agreement that the required landscaping will be installed within one hundred twenty (120) days, shall be filed with the city to assure completion of landscaping installation within such time. The surety may take the form of cash deposit; and together with the agreement, would provide for payment to the city of any costs incurred in contracting for completion of the required landscaping.
- D. Certification Of Substantial Completion: Upon completion of the installation of the landscaping and irrigation system, a field observation shall be completed by the licensed project contractor. A certificate of substantial completion shall be submitted to the city by the licensed project contractor. The certificate shall specifically indicate that the plants were installed as specified, that the irrigation system was installed as designed, along with a list of any deficiencies. (Ord. 1801, 12-3-2013)



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Reconsideration of WildPlaces Mural to be Located at 466 E. Putnam Avenue

SOURCE: Community Development

COMMENT: On June 2, 2015, City Council reviewed a proposal from WildPlaces for a mural to be located at 466 E. Putnam Avenue. The building is owned by the City and leased to the Comision Hornifica Mexicana Americana (CHMA).

The mural is designed to cover the entry façade of the building. The design includes a vibrant backdrop of the Sierra Nevadas, and the Tule River, with a pair of Sequoias located on the forefront. The mural will also include individual three-dimensional elements such as Tule reeds, red-tailed hawk, quails and other creatures and plant life native to our area.

Some members of council expressed concerns regarding the color palette and the impact to the surrounding neighbors. Council acted to reject the mural as presented, but scheduled its reconsideration for this meeting, and recommended WildPlaces seek additional community input and support.

Ten members of WildPlaces, AJAC, Comision Honorifica Mexicana Americana (CHMA), and other volunteers reached out to the community surrounding the CHMA building located at 466 E. Putnam Avenue. Volunteers went door-to-door on Friday, June 5th and Saturday, June 6th collecting a total of 76 signatures. An outreach for electronic petitions on change.org went live on Thursday, June 4, 2015; however, staff is unable to verify if the electronic signatures are local residents. At the time of the writing of this staff report, 144 signatures had been collected.

Members of WildPlaces are also working at changing the mural colors to be of a more subdued nature. Two renderings are attached for Council's consideration.

If the mural is approved, staff recommends City Council approve the maintenance agreement (Attachment 2) with WildPlaces.

RECOMMENDATION: Than the City Council:

1. Consider the mural design; and
2. If approved, adopt the mural maintenance agreement with WildPlaces, and authorize and direct the Mayor to execute the same.

ATTACHMENTS:

1. CHMA Mural
2. WildPlaces Mural Maintenance Agreement

Appropriated/Funded: N/A

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager





WildPlaces Mural Maintenance Agreement

Recognizing the value to the community, the following agreement has been adopted by the City of Porterville ("City") and the WildPlaces Organization ("WP"). This Agreement establishes policies regarding the construction, maintenance and repairs of the "WildPlaces" mural located on the Comision Honorifica Mexicana Americana ("CHMA") building located at 466 E. Putnam Avenue, Porterville California.

A. Term.

This Agreement shall be in effect for five (5) years beginning June 2, 2015, and ending June 2, 2020. At the completion of five (5) years, the Agreement shall be reviewed by both parties, and may be extended or amended upon mutual consent and in writing.

B. Indemnification and Insurance

1. To the fullest extent permitted by law, WP agrees to indemnify, defend and hold the City of Porterville, and all employees, officers and its representatives free and harmless from any liability arising from or related to WP participation in carrying out the Agreement or its maintenance activities. The City acknowledges that WP is responsible for, among other things, the quality of work and/or any claim related to the work by any third party including but not limited to the artist. WP acknowledges that the mural once completed shall be owned by the City, and therefore the City shall release and hold WP harmless for any claims by third parties for damages related to the completed mural, so long as and to the extent said claims are not related to WP maintenance or other activities per this Agreement.
2. Once the construction of the mural is completed and has been accepted by the City, the City shall provide insurance coverage, in an amount and form it deems sufficient, for WP for its maintenance activities.

C. Rights and Responsibilities of the Committee

1. Upon completion, the mural shall be the property of the City.
2. No conceptual changes are to be made to the approved original image without prior City Council approval.
3. WP agrees that it shall preserve the integrity of the wall and not alter, damage, obstruct or remove the mural. The City agrees to not alter, damage, obstruct or remove the mural without written notification sixty (60) days prior to WP.
4. WP covenants and agrees, for itself, its successors, and its assigns that it will keep the property walls (front and back) free of graffiti. Any repairs, costs and expense shall be the responsibility of WP. WP shall also be responsible for the continued maintenance of the graphic integrity portion (paint) of the mural including periodic coatings to protect against weathering from the elements and vandalism. WP further agrees to immediately initiate any needed repairs within forty eight (48 hours) of notice of the occurrence of graffiti or other damages to the mural, and WP

further agrees to complete the repairs within a reasonable time. Finally, WP agrees to maintain a reasonable maintenance fund for the provision of timely repairs and maintenance.

5. If either party breaches this Agreement, the other party may give written notice of any alleged breach and the party receiving notice shall have ten (10) days from the date of such notice within which to cure the breach, unless the parties agree that a longer time period is necessary. If the breach is not cured within the 10 day period (or a longer period if agreed to by the parties), the party having given notice may terminate the Agreement with written notice of termination. Additionally, either party may terminate this Agreement without cause upon ninety (90) days notice to the other party.
6. This document contains the entire agreement of the parties and shall not be amended except by a writing executed by both parties.
7. This Agreement is entered into and to be performed in Tulare County, California.

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

CITY

Milt Stowe, Mayor City of Porterville

Date

WILDPLACES

Mehmet McMillan, Consultant/Founder
Program Manager

Date

APPROVED AS TO FORM:

Julia Lew, City Attorney

Date



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: Consideration of Adoption of Resolution Approving Workers' Compensation Alternative Dispute Resolution Agreements with the City's Six Employee Bargaining Units

SOURCE: Administrative Services

COMMENT: In 1913, the State of California passed the Boyton Act which initiated the Workers' Compensation system in California. The provisions of the Boyton Act were later added to the State Constitution with the promise of creating a system that would "accomplish substantial justice in all cases expeditiously, inexpensively and without encumbrance of any character." Despite such good intentions, this is simply not the current condition of the State's Workers' Compensation System. Medical costs are out of control, applications for medical review linger, and the entire system is needlessly adversarial and litigious.

Under the California Labor Code, employers and recognized bargaining units may negotiate and enter into agreements to create an alternative dispute resolution process for Workers' Compensation matters. As the Council is aware, because of the insufficiencies, long delays in treatment of injured workers, and resulting significant expense, the City of Porterville, through its membership in the Central San Joaquin Valley Risk Management Authority, petitioned and was granted approval by the California Department of Industrial Relations (DIR) to enter into negotiations with all of the City's six bargaining units to develop such an alternative. The City's bargaining units subject to this process are: Porterville City Employees' Association; Public Safety Support Unit; Management & Confidential Series; Porterville Peace Officers' Association; Fire Officers Series; and Porterville City Firefighters' Association. Essentially, this alternative dispute resolution, or "carve out" provides for a more amicable process outside of the State's system yet does not diminish any rights provided by the system for injured workers; establishes an agreed upon list of medical providers with whom contracts are negotiated for expedited services; and the formation of a labor-management safety committee.

The City has now reached agreement with all of its bargaining units and the parties have documented such agreement by executing Labor Management Workers' Compensation Alternative Dispute Resolution Agreements. It is now appropriate for the City Council to ratify and approve said agreements.

Upon approval by the DIR and the program's implementation, which is anticipated to be August 1, 2015, staff will closely monitor claims and work with the City's third party administrator to track efficiencies and costs to ensure the

effectiveness of this carve out program. It is anticipated that the City will appreciate a cost savings in the Risk Management Fund.

RECOMMENDATION: That the City Council adopt the draft resolution approving and ratifying Labor Management Workers' Compensation Alternative Dispute Resolution Agreements between the City of Porterville and Porterville City Employees' Association, Public Safety Support Unit, Management & Confidential Series, Porterville Peace Officers' Association, Fire Officers Series, and Porterville City Firefighters' Association.

ATTACHMENTS:

1. Draft Resolution
2. Exhibit A - PCEA
3. Exhibit B - PSSU
4. Exhibit C - MCS
5. Exhibit D - PPOA
6. Exhibit E - FOS
7. Exhibit F - PCFA

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2015

A RESOLUTION OF THE CITY OF PORTERVILLE APPROVING AND RATIFYING
LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE DISPUTE
RESOLUTION AGREEMENTS BETWEEN THE CITY OF PORTERVILLE AND
PORTERVILLE CITY EMPLOYEES ASSOCIATION, PUBLIC SAFETY SUPPORT UNIT,
MANAGEMENT & CONFIDENTIAL SERIES, PORTERVILLE PEACE OFFICERS
ASSOCIATION, FIRE OFFICERS SERIES, AND PORTERVILLE CITY FIREFIGHTERS
ASSOCIATION

WHEREAS, the City of Porterville (CITY) and the Porterville City Employees Association, Public Safety Support Unit, Management & Confidential Series, Porterville Peace Officers Association, Fire Officers Series, and Porterville City Firefighters Association (BARGAINING UNITS) had interest in entering into an agreement that provides for a mutually beneficial alternative dispute resolution process for workers' compensation claims pursuant to Labor Code § 3201.7(a)(3)(c); and

WHEREAS, the CITY and BARGAINING UNITS have met and conferred in good faith and negotiated an agreement that provides active employees and retirees claiming compensable injuries under Division 4 of the California Labor Code with an expedited procedure to resolve disputes in accordance with the provisions of the agreement and to facilitate those employees' prompt recovery and return to work; and

WHEREAS, pursuant to the direction of the City Council, the Labor Management Workers Compensation Alternative Dispute Resolution Agreements have been negotiated and signed by the parties and now require approval and ratification by the City Council. Said Agreements between the CITY and BARGAINING UNITS are attached hereto as Exhibits A through F.

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

1. The Labor Management Workers' Compensation Alternative Dispute Resolution Agreement between the CITY and BARGAINING UNITS is hereby ratified and approved.

PASSED, APPROVED AND ADOPTED this _____ day of June, 2015.

Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Luisa Zavala, Deputy City Clerk

**LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE
DISPUTE RESOLUTION AGREEMENT BETWEEN THE CITY OF
PORTERVILLE AND THE PORTERVILLE CITY EMPLOYEES ASSOCIATION**

THIS LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION AGREEMENT (Agreement) is entered into by and between the City of Porterville (City) and the Porterville City Employees Association (PCEA). This Agreement is created pursuant to California Labor Code §3201.7(a) (3) (c).

Nothing in this agreement diminishes the entitlement of a Covered Individual as defined in Article III of this Agreement to compensation payments for total or partial permanent disability, total or partial temporary disability, or medical treatment fully paid by the employer and otherwise provided for in Division 4 of the Labor Code. Nothing in this agreement denies to any covered employee the right to representation by counsel at all stages during this alternative and expedited resolution process.

The City and PCEA negotiated this agreement by forming a partnership known as the Joint Labor Management Committee (JLMC); this committee is comprised of two (2) City staff members to be determined and designated in writing to the PCEA by the City Administrator and two (2) PCEA representatives to be determined and designated in writing to the City by the PCEA President. The purpose of the JLMC is to develop and maintain the exclusive list of initial treatment providers, the exclusive list of Independent Medical Examiners, the list

of mediators and the list of nurse case managers; develop policy and procedures of the Alternative Dispute Resolution program; to review implementation and the progress of the program and address any issues at time frames agreed to by the committee; and to ensure that the program terms and conditions are administered in harmony with this Agreement. Additionally, the JLMC shall annually review claims data for claims administered prior to the implementation of this Agreement with claims data for claims administered under the provisions of this Agreement to ensure continuation of the program is in the best interests of all parties.

Article 1: Purpose

The purposes of this Agreement are:

- 1.1 To provide active employees and retirees claiming compensable injuries under Division 4 of the California Labor Code ("Workers' Compensation Law") with an expedited procedure to resolve disputes in accordance with the provision of this Agreement and to facilitate those employees' prompt recovery and return to work;
- 1.2 To reduce the number and severity of disputes between the City and covered employee, when those disputes relate to workers' compensation;
- 1.3 To provide workers' compensation coverage in a way that improves labor management relations, improves organizational effectiveness, and reduces costs for the City;

1.4 To provide the City and covered employees with access to nurse case managers to assist with disputes and conflict arising from medical disputes relating to workers' compensation; and

1.5 To provide the City and covered employees with access to mediators so that legal disputes can be resolved informally and more expeditiously.

1.6 These purposes will be achieved by:

1.6.1 Utilizing an exclusive list of medical providers to be the sole and exclusive source of initial treatment for covered employees, except for covered employees who have pre-designated a physician in accordance with Labor Code §4600 (d)(1);

1.6.2 Utilizing an exclusive list of medical providers to be the sole and exclusive source of medical-legal evaluations for disputed issues surrounding covered employees in accordance with Labor Code §3201.7(c); and

1.6.3 Maintaining a list of nurse case managers and mediators to assist in carrying out the purposes and goals of this Agreement.

Now, therefore, in consideration of the mutual terms, covenants and conditions herein, the parties agree as follows:

Article 2: Term of Agreement

The City and PCEA enter into this Agreement with the understanding that the law authorizing this Agreement is new and evolving. The parties further understand that this Agreement governs a pilot program and that it shall become effective after it is executed by the parties, approved as applicable by the City's

self-insurance pool and/or excess carriers, submitted to the Administrative Director of the State of California, Department of Industrial Relations, Division of Workers' Compensation in accordance with Title 8, California Code of Regulations §10202(d), and accepted by the Administrative Director as evidenced by the Director's letter to the parties indicating approval of the Agreement. This Agreement shall be in effect for one year from the date of the Administrative Director's letter of acceptance to the parties. Thereafter, it shall continue and remain in force from year to year unless terminated by either party as provided for below. Any claim arising from an industrial injury sustained before the termination of this Agreement shall continue to be covered by the terms of this Agreement, until all medical issues related to the pending claim are resolved.

The parties reserve the right to terminate this Agreement at any time, by mutual agreement or by act of the Legislature. The terminating party must give sixty (60) calendar days written notice to the other party of the intent to terminate. Upon termination of this Agreement, the parties shall become fully subject to the provisions of the applicable Labor Code provisions to the same extent as they were prior to the implementation of this Agreement, except as otherwise specified herein.

Article 3: Scope of Agreement

3.1 This Agreement applies only to injuries, as defined by Workers' Compensation Law, claimed by the following referred to herein as "Covered Individuals:" 1) active employees, 2) retirees, and 3) active employees and retirees where a petition to reopen a pre-existing claim to seek new and further

disability or to reduce a prior award is filed after the effective date of this agreement. Active employees and retirees with an existing claim filed prior to the effective date of this agreement (pre-existing claim) that have not already had a medical-legal evaluation under the State's AME/QME system may request to resolve their claim under the provisions of this agreement.

Such requests should be made in writing to the City's third party claims administrator (TPA). The decision to accept a pre-existing claim into the alternative dispute resolution program will lie jointly with the City and the JLMC and will be evaluated on a case-by-case basis. If a request is made to utilize the alternative dispute resolution program for a pre-existing claim and that request is approved, all future disputes on said claim must be resolved according to the provisions of this agreement. If there is no agreement to include the pre-existing case, the case will remain in the statutory system. The scope of this agreement does not apply to retirees that have a future medical dispute that is outside the five-year statute of limitations or Labor Code Section §5804.

3.2 Injuries occurring and claims filed after termination of this Agreement are not covered by this Agreement.

3.3 This Agreement is restricted to 1) establishing the use of an exclusive list of initial treatment providers to be used for initial evaluation and treatment of Covered Individuals, 2) establishing the use of an exclusive list of medical providers to be used for medical and medical-legal dispute resolution of Covered Individuals, 3) establishing mediation as an option to litigation and the use of an exclusive list of mediators to be used for legal dispute resolution of Covered

Individuals, and 4) establishing a process for informal legal discovery in accordance with Article 8, and 5) establishing the use of an exclusive list of nurse case managers to be used to assist with medical treatment dispute resolution of covered employees in accordance with Labor Code §3201.7(c).

3.4 For purposes of this Agreement a “claimed injury” is one for which either 1) the Covered Individual has reported an injury to the City or 2) an Application for Adjudication of Claim has been filed with the Workers’ Compensation Appeals Board (“WCAB”).

Article 4. Initial Injury/Illness Treatment

4.1 Upon initial knowledge of a work-related injury or illness, a Covered Individual will continue to follow established City processes and procedures for reporting the injury/illness. The Covered Individual will seek treatment at the City’s designated treatment facility unless the Covered Individual has pre-designated a physician in accordance with Labor Code §4600 (d) (1).

4.2 The JLMC may create a list of approved initial treatment facilities in addition to existing facilities. Any such list must be unanimously approved by the members of the JLMC.

4.3 The JLMC will create and maintain a list of specialists for patient referral in common specialties, to include but not be limited to, orthopedics (specific to arms, shoulders, knees, back, spine/neck, and hand), cardiology, psychology, chiropractic care, acupuncture, physical therapy and functional capacity.

If the primary treating physician requests referral to a specialist and the request is approved, the City’s TPA will provide the approved list of specialists to

the referring doctor. The referring doctor may decide which specialist to refer to in consultation with the Covered Individual. If the primary treating physician desires to refer to a specialist not on the approved list for the given specialty, such request must be approved by the City's TPA. If the Covered Individual requires referral within a specialty not on the list created by the JLMC, the City's TPA must approve the specialist recommended by the treating physician. Appointments with specialists and notification of such appointments will continue to be made by the treating physician's office.

4.4 This Agreement does not constitute a Medical Provider Network ("MPN"). Physicians who act as a Covered Individual's treating physician, or have provided treatment to the Covered Individual, shall not act as the Independent Medical Examiner (IME) in the Covered Individual's claim should an IME be required pursuant to Article 5.

Article 5. Expedited Medical-Legal Process

5.1 Physicians who serve in the capacity as Independent Medical Examiner ("IME") pursuant to this Agreement will receive enhanced compensation in excess of the Official Medical Fee Schedule for services performed as outlined in the physician contract in exchange for expedited examinations and report preparation.

5.2 This Agreement does not constitute a Medical Provider Network ("MPN"). Physicians who act as a Covered Individual's treating physician, or have provided treatment to the Covered Individual shall not act as the Independent Medical Examiner (IME) in the Covered Individual's claim. Pre-designation of a

physician must comply with the requirements set forth in Labor Code section 4600(d) (1).

5.3 All Covered Individual's with a disputed medical issue as described in Section 5.5 must be evaluated by an approved physician from the exclusive list of IME's. Should the Covered Individual claim injuries requiring more than one medical specialist, the Covered Individual shall be provided an IME appointment in each area of specialty.

The JLMC will determine and maintain the exclusive list of IME's agreed upon by the parties. If the IME requires the opinion of an additional sub-specialist, the IME shall refer the Covered Individual to a physician of the IME's choice, who need not be on the IME list. The consulting specialist charges are subject to the Official Medical Fee Schedule (OMFS). The IME may not refer the Covered Individual to his/her treating physician for this purpose nor may the Covered Individual designate the specialist as his/her treating physician following the referral.

5.4 The exclusive list of IME's shall include the specialties as agreed upon by the JLMC.

5.5 An IME shall be used for all medical disputes that arise in connection with a workers' compensation claim including but not limited to determination of causation, the nature and extent of an injury, the nature and extent of permanent disability and apportionment, temporary and/or permanent work restrictions, ability to return to work (including modified duty), current and future medical

care, and resolution of all disputes arising from utilization review, pursuant to Labor Code section 4062(b).

The parties agree that the Covered Individual shall use the originally chosen IME for all subsequent disputes and injuries claimed arising under this agreement. In the event that said IME is no longer available, the parties shall utilize the next specialist on the list pursuant to Section 5.10.4, as set forth herein.

5.6 The IME process described above will be triggered when either party provides the other written notice of an objection in connection with any issues set forth in Article V paragraph E above or other mutually agreed areas of dispute from which the JLMC determines the IME would be the appropriate resolution process. Objections from the City shall be sent to the Covered Individual with a copy to the Covered Individual's legal representative if represented.

Objections from the Covered Individual or Covered Individual's legal representative shall be sent to the Covered Individual's assigned claims examiner with a copy to the City's Director of Human Resources and City's legal representative, if applicable.

5.7 Objections must be presented in writing and shall be sent within thirty (30) calendar days of receipt of a medical report or a utilization review decision addressing any of the issues set forth above. A letter delaying acceptance of the claim automatically creates a dispute; further, all denials and/or delays of benefits including a denial of the claim automatically creates a dispute. Delayed decisions based on legal issues shall not trigger the IME process. A subsequent

acceptance of the claim and/or resolution of the disputed issue may eliminate the need for completion of the dispute resolution process set forth in this Agreement.

5.8 The exclusive list of IME's shall serve as the exclusive source of medical-legal evaluations for all disputed medical issues arising from a claimed injury, unless otherwise agreed to by the JLMC in writing.

5.9 The parties hereby agree that from time to time the exclusive list of IME's may be amended. For either party to propose adding an IME to the exclusive list of medical providers, the party must provide written notice to the JLMC of its request to add a physician to the list. The JLMC must unanimously agree in writing to the addition of physicians to the IME list. A physician may be deleted from the exclusive list of medical providers only if he/she breaches the terms and conditions of his/her contract to provide services or by written mutual agreement of the members of the JLMC. The list shall be reviewed quarterly by the JLMC from the execution date of the Agreement and quarterly thereafter for additions and deletions of newly selected or deleted IME's. Any IME proposed for consideration of addition or deletion after the review period will be reviewed at the next interval review period of the JLMC unless there is a breach of the terms and conditions of the Agreement or by mutual agreement of the JLMC.

5.10 Appointments.

5.10.1 The City's TPA shall schedule appointment(s) with the IME and provide notice of the appointment within ten (10) calendar days of the date of receipt of the objection issued by any party subject to the terms and provisions of this Agreement. The notice of the appointment location, date and time shall be

sent to the Covered Individual and to his/her legal representative, if there is one. A copy of the notice shall also be provided to the City.

5.10.2 The Covered Individual shall be responsible for providing the City's TPA with his/her work schedule prior to an appointment being made so that appointments can be made, if possible, during a Covered Individual's non-working hours. If the Covered Individual is the objecting party requesting an IME appointment, the initial written objection shall contain the employee's work schedule information as well as any known dates within the 30-day scheduling window when the Covered Individual is unavailable to attend an IME appointment. If the City is the objecting party, the Covered Individual must advise the City's TPA of any known dates within the 30-day scheduling window when the Covered Individual is unavailable to attend an IME appointment within seven (7) calendar days of the date of the objection notice. This seven (7) day period shall toll the ten (10) day notice of appointment provision in Section 5.10.1. It is the Covered Individual's responsibility to identify and present his/her availability for appointments within the scheduling window. Once an appointment is set, any requests to change scheduling must be made in writing to the JLMC with the reason for the request clearly presented. Re-scheduling will only be approved in the case of unforeseen emergencies.

5.10.3 Compensation for attending medical appointments under this Agreement shall be consistent with California statutes and City policy.

5.10.4 Mileage reimbursement to covered employees shall be in accordance with Labor Code § 4600(e) (2), unless transportation is provided by the City.

5.10.5 For purposes of appointments, the City's TPA shall select the IME(s) by starting with the first name from the exclusive list of approved medical providers within the pertinent specialty, and continuing down the list, in order, until the list is exhausted, at which time the City's TPA will resume using the first name on the list.

5.10.6 The IME shall submit the medical reports thirty (30) days following examination of the employee, pursuant to the contract terms, unless a longer period of time is agreed to by the JLMC.

5.11 The City is not liable for the cost of any medical examination used to resolve the parties' disputes governed by this Agreement where said examination is furnished by a medical provider that is not authorized by this Agreement.

Medical evaluations shall not be obtained outside of this Agreement for disputes covered by this agreement, notwithstanding Labor Code §4605.

5.12 Both parties shall be bound by the opinions and recommendations of the IME selected in accordance with the terms of this Agreement, subject to legal challenges brought by the parties.

5.13 Either party who receives records prepared or maintained by the treating physician(s) or records, either medical or nonmedical, that are relevant to the determination of the medical issue shall serve those records on the other party immediately upon receipt. The Covered Individual shall not unduly delay

providing authorization to obtain pertinent medical records related to the claimed injury. If one party objects to the provision of any nonmedical records to the IME, the party shall object within twenty (20) calendar days of the service of records. Objection to the provision of nonmedical records may result in the denial of the claim on the basis that the IME did not have complete and accurate information. There shall be no objection to the provision of medical records to the IME, subject to the provisions of the Labor Code.

5.14 The City's TPA shall provide to the IME records prepared or maintained by the Covered Individual's treating physician(s) and medical and nonmedical records relevant to the determination of the medical issue(s). The City's TPA shall prepare a list of all documents provided to the IME, and shall serve a copy of the list on the Covered Individual and on his/her representative, if applicable, at the time the records are provided to the IME.

5.15 All communications with the IME shall be in writing and shall be served on the opposing party. This provision does not apply to oral or written communications by the Covered Individual or, if the Covered Individual is deceased, the Covered Individual's dependent, in the course of the examination or at the request of the evaluator in connection with the examination, or to administrative communications with the IME's staff.

5.16 Ex parte communication with the IME is prohibited. If a party communicates with the IME in violation of Section(s) 5.15 and/or 5.16, the aggrieved party may elect to terminate the medical evaluation and seek a new evaluation from the next IME chosen from the list pursuant to Section 5.10.5. If a

new examination is required, the party making the communication prohibited herein may be liable for the cost, pursuant to Labor Code §5811, or as ordered by the WCAB.

5.17 If either party disputes a medical or medical-legal finding of the IME, they shall notify the other party of this dispute by way of written objection within thirty (30) calendar days of actual receipt of the IME's report. All disputes of this nature shall be resolved either by way of supplemental interrogatory and report or by way of deposition.

Article 6. Mediation

6.1 Any party subject to the provisions of this Agreement may request mediation in accordance with the provisions set forth herein. Mediation is an informal, confidential process in which a neutral party assists the other parties in understanding their own interests, the interests of the other party, and the practical and legal realities each party faces. The role of the mediator is to help the parties explore options and arrive at a mutually acceptable resolution of the dispute, if possible. The mediator will have authority to approve all settlements, awards, and orders achieved through mediation and may additionally approve non-disputed settlements reached by the parties. Such settlements, awards, and orders approved by the Mediator will be filed and recorded with the WCAB by the City's TPA, unless otherwise agreed by the parties.

6.2 Mediation is voluntary and both parties must agree to mediate a particular issue or matter in order for mediation to be successful. Mediation is strongly

encouraged by all parties to this Agreement and is the preferred first step to resolving disputes or reaching settlement of claims.

6.3 The mediation process shall be triggered when one party gives the other written notice of their desire to engage in mediation in connection with any issue including, but not limited to, any purely factual or legal defense involving a determination of causation, applicability of a presumption, whether a medical report constitutes substantial evidence, disputes involving average weekly wage or the rate of pay for Labor Code §4850 benefits, temporary disability benefits, whether an apportionment opinion is valid, disputes over a permanent disability rating, disputes over occupational group numbers, credits for claimed overpayment of benefits, determination of dependency status in death claims, penalties, issues involving alleged serious and willful misconduct, issues involving potential violations of Labor Code §132a, discovery disputes, and questions involving jurisdiction.

6.4 It is the specific intent and desire of the parties that the mediation process set forth herein be flexible and is designed as a means to resolve factual and/or legal disputes that are not amenable to resolution through the expedited medical-legal process. The potential issues listed in Section 6.3 is not meant to be all inclusive but is merely a listing of issues likely to be the most common particularly suited for mediation. Upon mutual agreement of the parties, any issue typically encountered in the California workers' compensation system can be deemed appropriate for mediation in accordance with the provisions of this Agreement.

6.5 Upon receipt of an official request to mediate, the non-requesting party shall have a period not to exceed fifteen (15) calendar days within which to either accept or reject the request to mediate. If no response is received within the fifteen (15) calendar day period, the request shall be deemed to have been rejected. Any response to a request to mediate from the City shall be sent to the Covered Individual with a copy to the Covered Individual's legal representative, if applicable. Any response to a request to mediate from the Covered Individual's legal representative shall be sent to the Covered Individual's assigned claims examiner with a copy to the City and City's legal representative, if applicable. If no response is received from either party, the requesting party is encouraged to make a verbal attempt to verify receipt of the request to mediate and confirm the other party's intent not to participate. Additionally, if the mediation request originates from the City and no response is provided, the City's TPA may assign a mediator from the list in accordance with paragraph G of this section to contact the other party to determine the reasons they feel mediation is not appropriate for the particular dispute and discuss the reasons mediation may be applicable and helpful for resolution of the particular dispute.

6.6 If both parties agree to mediate an issue or issues, within fifteen (15) calendar days of such agreement being reached, mediation of said issues will be assigned to a mediator from the approved mediator list. The JLMC will determine and maintain the exclusive list of mediators.

6.7 For purposes of selecting a mediator, the City's TPA shall select the mediator by starting with the first name from the mediator list and continuing

down the list, in order, until the list is exhausted, at which time the City's TPA shall resume using the first name on the list. The City's TPA shall notify all parties of the selection and assignment of a mediator within ten (10) calendar days of such assignment having been made.

6.8 All costs associated with the mediation shall be paid by the City.

6.9 Immediately upon selection of a mediator, the selected mediator shall be notified by the City's TPA of his/her selection. The selected mediator shall then schedule the date, time, and location of the mediation with the parties.

6.10 The mediation must take place within forty-five (45) calendar days of notification having been sent to the mediator of his/her selection, unless this time limit is waived by both parties. If the selected mediator is either unable or unwilling to schedule the mediation within this forty-five (45) calendar day period, and the time limit is not waived by both parties, a new mediator shall be selected from the mediator list from the next mediator available on the list, pursuant to the provisions of Section 6.7.

6.11 The procedure, process, format, general nature of the mediation, the issues to be mediated, and the manner in which the mediation shall be conducted will be within the sole discretion of the mediator.

6.12 Mediation briefs shall not be mandatory but are strongly recommended and shall be a useful tool to assure that the mediator fully understands the issues involved and each party's respective positions in regards to each issue.

Mediation briefs should be submitted to the mediator no later than ten (10) calendar days prior to the mediation, unless otherwise directed by the mediator.

No specific format for a mediation brief is required. Mediation briefs may be formatted and submitted as either a formal pleading or in an informal letter brief format.

6.13 A summary of the mediation shall be prepared by the mediator setting forth the specific issues presented for the mediation, a general description of how the mediation was conducted, and the length of time of the mediation.

Additionally, the mediator will complete a disposition form to be provided by the City's TPA. Copies of the mediation summary and disposition form shall be served upon the Covered Individual, the Covered Individual's legal representative, if applicable, the Covered Individual's assigned claims examiner, the City's Director of Human Resources, and the City's legal representative, if applicable. It is the responsibility of the City's TPA to provide the appropriate contact information to the mediator upon assignment of the case

6.14 If the mediation is unsuccessful at resolving the dispute, either party may seek to have the issue or issues adjudicated by the WCAB by filing a Declaration of Readiness to Proceed, in accordance with the rules and regulations governing WCAB hearings, as set forth in the Labor Code and the California Code of Regulations.

6.15 Although the mediation process is completely voluntary, it is expected that if the parties mutually agree to mediate an issue or issues, both parties shall abstain from filing a Declaration of Readiness to Proceed with respect to said issue or issues with the WCAB until completion of the mediation process, as set forth above.

Article 7: Nurse Case Management

7.1 Any party subject to the provisions of this Agreement may request the involvement of a nurse case manager in accordance with the provisions set forth herein.

7.2 The purpose of nurse case management includes, but is not limited to, coordinating and facilitating medical care for Covered Individuals, to be proactive with respect to intervention and facilitation of recovery of the Covered Individual, to assist and guide the covered employee through the medical treatment process and, if practical, assist with resolution of treatment disputes between the primary treating physician, secondary treating physicians and utilization review. The nurse case manager shall not attend the actual medical examination of the Covered Individual without consent of the individual.

7.3 A nurse case manager shall be assigned from the approved nurse case manager list. The nurse case manager list shall be developed and maintained by the JLMC.

7.4 For purposes of selecting a nurse case manager, the City's TPA shall provide the Covered Individual with the nurse case manager list within ten (10) calendar days of receipt of the request for a nurse case manager. The Covered Individual may select any nurse from the list. The Covered Individual must advise the City's TPA of his/her nurse selection within ten (10) calendar days of the distribution of the list. If the Covered Individual fails to respond, the City's TPA will attempt to make telephone contact with the Covered Individual to verify that he/she is declining to choose a nurse case manager from the list. If no

response is received or the Covered Individual affirms that he/she is declining to make a choice, the City's TPA may assign the nurse case manager of its choosing. The City's TPA shall notify all parties in writing, including the selected nurse case manager, of the selection and assignment of the nurse case manager within ten (10) calendar days of such assignment having been made.

7.5 If the selected nurse case manager is either unable or unwilling to serve as the designated nurse case manager, a new nurse case manager shall be selected from the nurse case manager list pursuant to Section 7.4.

7.6 Nurse case management reports shall be prepared as per the usual custom and practice of the designated nurse case manager and provided to the City's TPA.

7.7 All costs involved in nurse case management for a Covered Individual shall be borne by the City.

Article 8: Discovery

8.1 Covered Individual shall provide the City's TPA with fully executed medical, employment and concurrent employment releases, disclosure statement and any other documents and information reasonably necessary for the City to resolve the Covered Individual's claim, when requested. If the Covered Individual fails to return the release and it is determined that the medical information is not sufficient for the IME to provide a comprehensive evaluation, the parties shall meet to resolve the issue(s) prior to setting an evaluation, and if necessary, may elect to mediate the issue. This Article does not supplant or diminish the parties'

rights to pursue or contest discovery issues pursuant to the remedies provided in the Labor Code, through mediation or the WCAB.

8.2 This Agreement does not preclude a formal deposition of a Covered Individual or an IME when necessary. Attorney's fees for depositions of Covered Individuals shall be paid consistent with the provisions of the Labor Code. There shall be no attorney's fees for depositions of physicians or IMEs.

Article 9: General Provisions

9.1 This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

9.2 This Agreement shall be governed and construed pursuant to the laws of the State of California.

9.3 This Agreement shall not be amended, nor any provisions waived, except through the meet and confer process with approval by the PCEA and City Council of the City.

9.4 If any portion of this Agreement is found to be unenforceable or illegal the remaining portions shall remain in full force and effect.

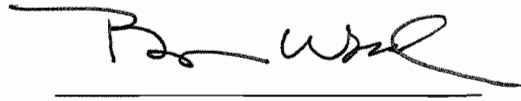
9.5 This Agreement may be executed in counterparts.

9.6 Notice required under this Agreement shall be provided to the parties as follows:

For Porterville City Employees Association:

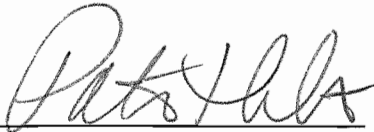


David Caravantes
OE3 Business Representative

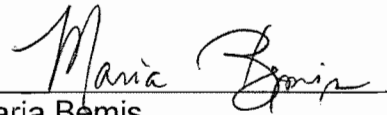


Bryce Wood
President

For City of Porterville:



Patrice Hildreth
Administrative Services Director



Maria Bemis
Finance Director

**LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE
DISPUTE RESOLUTION AGREEMENT BETWEEN THE CITY OF
PORTERVILLE AND THE PUBLIC SAFETY SUPPORT UNIT**

THIS LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION AGREEMENT (Agreement) is entered into by and between the City of Porterville (City) and the Public Safety Support Unit (PPSSU). This Agreement is created pursuant to California Labor Code §3201.7(a) (3) (c).

Nothing in this agreement diminishes the entitlement of a Covered Individual as defined in Article III of this Agreement to compensation payments for total or partial permanent disability, total or partial temporary disability, or medical treatment fully paid by the employer and otherwise provided for in Division 4 of the Labor Code. Nothing in this agreement denies to any covered employee the right to representation by counsel at all stages during this alternative and expedited resolution process.

The City and PPSSU negotiated this agreement by forming a partnership known as the Joint Labor Management Committee (JLMC); this committee is comprised of two (2) City staff members to be determined and designated in writing to the PSSU by the City Administrator and two (2) PSSU representatives to be determined and designated in writing to the City by the PSSU President. The purpose of the JLMC is to develop and maintain the exclusive list of initial treatment providers, the exclusive list of Independent Medical Examiners, the list

of mediators and the list of nurse case managers; develop policy and procedures of the Alternative Dispute Resolution program; to review implementation and the progress of the program and address any issues at time frames agreed to by the committee; and to ensure that the program terms and conditions are administered in harmony with this Agreement. Additionally, the JLMC shall annually review claims data for claims administered prior to the implementation of this Agreement with claims data for claims administered under the provisions of this Agreement to ensure continuation of the program is in the best interests of all parties.

Article 1: Purpose

The purposes of this Agreement are:

- 1.1 To provide active employees and retirees claiming compensable injuries under Division 4 of the California Labor Code ("Workers' Compensation Law") with an expedited procedure to resolve disputes in accordance with the provision of this Agreement and to facilitate those employees' prompt recovery and return to work;
- 1.2 To reduce the number and severity of disputes between the City and covered employee, when those disputes relate to workers' compensation;
- 1.3 To provide workers' compensation coverage in a way that improves labor management relations, improves organizational effectiveness, and reduces costs for the City;

1.4 To provide the City and covered employees with access to nurse case managers to assist with disputes and conflict arising from medical disputes relating to workers' compensation; and

1.5 To provide the City and covered employees with access to mediators so that legal disputes can be resolved informally and more expeditiously.

1.6 These purposes will be achieved by:

1.6.1 Utilizing an exclusive list of medical providers to be the sole and exclusive source of initial treatment for covered employees, except for covered employees who have pre-designated a physician in accordance with Labor Code §4600 (d)(1);

1.6.2 Utilizing an exclusive list of medical providers to be the sole and exclusive source of medical-legal evaluations for disputed issues surrounding covered employees in accordance with Labor Code §3201.7(c); and

1.6.3 Maintaining a list of nurse case managers and mediators to assist in carrying out the purposes and goals of this Agreement.

Now, therefore, in consideration of the mutual terms, covenants and conditions herein, the parties agree as follows:

Article 2: Term of Agreement

The City and PSSU enter into this Agreement with the understanding that the law authorizing this Agreement is new and evolving. The parties further understand that this Agreement governs a pilot program and that it shall become effective after it is executed by the parties, approved as applicable by the City's

self-insurance pool and/or excess carriers, submitted to the Administrative Director of the State of California, Department of Industrial Relations, Division of Workers' Compensation in accordance with Title 8, California Code of Regulations §10202(d), and accepted by the Administrative Director as evidenced by the Director's letter to the parties indicating approval of the Agreement. This Agreement shall be in effect for one year from the date of the Administrative Director's letter of acceptance to the parties. Thereafter, it shall continue and remain in force from year to year unless terminated by either party as provided for below. Any claim arising from an industrial injury sustained before the termination of this Agreement shall continue to be covered by the terms of this Agreement, until all medical issues related to the pending claim are resolved.

The parties reserve the right to terminate this Agreement at any time, by mutual agreement or by act of the Legislature. The terminating party must give sixty (60) calendar days written notice to the other party of the intent to terminate. Upon termination of this Agreement, the parties shall become fully subject to the provisions of the applicable Labor Code provisions to the same extent as they were prior to the implementation of this Agreement, except as otherwise specified herein.

Article 3: Scope of Agreement

3.1 This Agreement applies only to injuries, as defined by Workers' Compensation Law, claimed by the following referred to herein as "Covered Individuals:" 1) active employees, 2) retirees, and 3) active employees and retirees where a petition to reopen a pre-existing claim to seek new and further

disability or to reduce a prior award is filed after the effective date of this agreement. Active employees and retirees with an existing claim filed prior to the effective date of this agreement (pre-existing claim) that have not already had a medical-legal evaluation under the State's AME/QME system may request to resolve their claim under the provisions of this agreement.

Such requests should be made in writing to the City's third party claims administrator (TPA). The decision to accept a pre-existing claim into the alternative dispute resolution program will lie jointly with the City and the JLMC and will be evaluated on a case-by-case. If a request is made to utilize the alternative dispute resolution program for a pre-existing claim and that request is approved, all future disputes on said claim must be resolved according to the provisions of this agreement. If there is no agreement to include the pre-existing case, the case will remain in the statutory system. The scope of this agreement does not apply to retirees that have a future medical dispute that is outside the five year statute of limitations or Labor Code Section §5804.

3.2 Injuries occurring and claims filed after termination of this Agreement are not covered by this Agreement.

3.3 This Agreement is restricted to 1) establishing the use of an exclusive list of initial treatment providers to be used for initial evaluation and treatment of Covered Individuals, 2) establishing the use of an exclusive list of medical providers to be used for medical and medical-legal dispute resolution of Covered Individuals, 3) establishing mediation as an option to litigation and the use of an exclusive list of mediators to be used for legal dispute resolution of Covered

Individuals, and 4) establishing a process for informal legal discovery in accordance with Article 8, and 5) establishing the use of an exclusive list of nurse case managers to be used to assist with medical treatment dispute resolution of covered employees in accordance with Labor Code §3201.7(c).

3.4 For purposes of this Agreement a “claimed injury” is one for which either 1) the Covered Individual has reported an injury to the City or 2) an Application for Adjudication of Claim has been filed with the Workers’ Compensation Appeals Board (“WCAB”).

Article 4. Initial Injury/Illness Treatment

4.1 Upon initial knowledge of a work-related injury or illness, a Covered Individual will continue to follow established City processes and procedures for reporting the injury/illness. The Covered Individual will seek treatment at the City’s designated treatment facility unless the Covered Individual has pre-designated a physician in accordance with Labor Code §4600 (d) (1).

4.2 The JLMC may create a list of approved initial treatment facilities in addition to existing facilities. Any such list must be unanimously approved by the members of the JLMC.

4.3 The JLMC will create and maintain a list of specialists for patient referral in common specialties, to include but not be limited to, orthopedics (specific to arms, shoulders, knees, back, spine/neck, and hand), cardiology, psychology, chiropractic care, acupuncture, physical therapy and functional capacity.

If the primary treating physician requests referral to a specialist and the request is approved, the City’s TPA will provide the approved list of specialists to

the referring doctor. The referring doctor may decide which specialist to refer to in consultation with the Covered Individual. If the primary treating physician desires to refer to a specialist not on the approved list for the given specialty, such request must be approved by the City's TPA. If the Covered Individual requires referral within a specialty not on the list created by the JLMC, the City's TPA must approve the specialist recommended by the treating physician. Appointments with specialists and notification of such appointments will continue to be made by the treating physician's office.

4.4 This Agreement does not constitute a Medical Provider Network ("MPN"). Physicians who act as a Covered Individual's treating physician, or have provided treatment to the Covered Individual, shall not act as the Independent Medical Examiner (IME) in the Covered Individual's claim should an IME be required pursuant to Article 5.

Article 5. Expedited Medical-Legal Process

5.1 Physicians who serve in the capacity as Independent Medical Examiner ("IME") pursuant to this Agreement will receive enhanced compensation in excess of the Official Medical Fee Schedule for services performed as outlined in the physician contract in exchange for expedited examinations and report preparation.

5.2 This Agreement does not constitute a Medical Provider Network ("MPN"). Physicians who act as a Covered Individual's treating physician, or have provided treatment to the Covered Individual shall not act as the Independent Medical Examiner (IME) in the Covered Individual's claim. Pre-designation of a

physician must comply with the requirements set forth in Labor Code section 4600(d) (1).

5.3 All Covered Individual's with a disputed medical issue as described in Section 5.5 must be evaluated by an approved physician from the exclusive list of IME's. Should the Covered Individual claim injuries requiring more than one medical specialist, the Covered Individual shall be provided an IME appointment in each area of specialty.

The JLMC will determine and maintain the exclusive list of IME's agreed upon by the parties. If the IME requires the opinion of an additional sub-specialist, the IME shall refer the Covered Individual to a physician of the IME's choice, who need not be on the IME list. The consulting specialist charges are subject to the Official Medical Fee Schedule (OMFS). The IME may not refer the Covered Individual to his/her treating physician for this purpose nor may the Covered Individual designate the specialist as his/her treating physician following the referral.

5.4 The exclusive list of IME's shall include the specialties as agreed upon by the JLMC.

5.5 An IME shall be used for all medical disputes that arise in connection with a workers' compensation claim including but not limited to determination of causation, the nature and extent of an injury, the nature and extent of permanent disability and apportionment, temporary and/or permanent work restrictions, ability to return to work (including modified duty), current and future medical

care, and resolution of all disputes arising from utilization review, pursuant to Labor Code section 4062(b).

The parties agree that the Covered Individual shall use the originally chosen IME for all subsequent disputes and injuries claimed arising under this agreement. In the event that said IME is no longer available, the parties shall utilize the next specialist on the list pursuant to Section 5.10.4, as set forth herein.

5.6 The IME process described above will be triggered when either party provides the other written notice of an objection in connection with any issues set forth in Article V paragraph E above or other mutually agreed areas of dispute from which the JLMC determines the IME would be the appropriate resolution process. Objections from the City shall be sent to the Covered Individual with a copy to the Covered Individual's legal representative if represented.

Objections from the Covered Individual or Covered Individual's legal representative shall be sent to the Covered Individual's assigned claims examiner with a copy to the City's Director of Human Resources and City's legal representative, if applicable.

5.7 Objections must be presented in writing and shall be sent within thirty (30) calendar days of receipt of a medical report or a utilization review decision addressing any of the issues set forth above. A letter delaying acceptance of the claim automatically creates a dispute; further, all denials and/or delays of benefits including a denial of the claim automatically creates a dispute. Delayed decisions based on legal issues shall not trigger the IME process. A subsequent

acceptance of the claim and/or resolution of the disputed issue may eliminate the need for completion of the dispute resolution process set forth in this Agreement.

5.8 The exclusive list of IME's shall serve as the exclusive source of medical-legal evaluations for all disputed medical issues arising from a claimed injury, unless otherwise agreed to by the JLMC in writing.

5.9 The parties hereby agree that from time to time the exclusive list of IME's may be amended. For either party to propose adding an IME to the exclusive list of medical providers, the party must provide written notice to the JLMC of its request to add a physician to the list. The JLMC must unanimously agree in writing to the addition of physicians to the IME list. A physician may be deleted from the exclusive list of medical providers only if he/she breaches the terms and conditions of his/her contract to provide services or by written mutual agreement of the members of the JLMC. The list shall be reviewed quarterly by the JLMC from the execution date of the Agreement and quarterly thereafter for additions and deletions of newly selected or deleted IME's. Any IME proposed for consideration of addition or deletion after the review period will be reviewed at the next interval review period of the JLMC unless there is a breach of the terms and conditions of the Agreement or by mutual agreement of the JLMC.

5.10 Appointments.

5.10.1 The City's TPA shall schedule appointment(s) with the IME and provide notice of the appointment within ten (10) calendar days of the date of receipt of the objection issued by any party subject to the terms and provisions of this Agreement. The notice of the appointment location, date and time shall be

sent to the Covered Individual and to his/her legal representative, if there is one. A copy of the notice shall also be provided to the City.

5.10.2 The Covered Individual shall be responsible for providing the City's TPA with his/her work schedule prior to an appointment being made so that appointments can be made, if possible, during a Covered Individual's non-working hours. If the Covered Individual is the objecting party requesting an IME appointment, the initial written objection shall contain the employee's work schedule information as well as any known dates within the 30-day scheduling window when the Covered Individual is unavailable to attend an IME appointment. If the City is the objecting party, the Covered Individual must advise the City's TPA of any known dates within the 30-day scheduling window when the Covered Individual is unavailable to attend an IME appointment within seven (7) calendar days of the date of the objection notice. This seven (7) day period shall toll the ten (10) day notice of appointment provision in Section 5.10.1. It is the Covered Individual's responsibility to identify and present his/her availability for appointments within the scheduling window. Once an appointment is set, any requests to change scheduling must be made in writing to the JLMC with the reason for the request clearly presented. Re-scheduling will only be approved in the case of unforeseen emergencies.

5.10.3 Compensation for attending medical appointments under this Agreement shall be consistent with California statutes and City policy.

5.10.4 Mileage reimbursement to covered employees shall be in accordance with Labor Code § 4600(e) (2), unless transportation is provided by the City.

5.10.5 For purposes of appointments, the City's TPA shall select the IME(s) by starting with the first name from the exclusive list of approved medical providers within the pertinent specialty, and continuing down the list, in order, until the list is exhausted, at which time the City's TPA will resume using the first name on the list.

5.10.6 The IME shall submit the medical reports thirty (30) days following examination of the employee, pursuant to the contract terms, unless a longer period of time is agreed to by the JLMC.

5.11 The City is not liable for the cost of any medical examination used to resolve the parties' disputes governed by this Agreement where said examination is furnished by a medical provider that is not authorized by this Agreement. Medical evaluations shall not be obtained outside of this Agreement for disputes covered by this agreement, notwithstanding Labor Code §4605.

5.12 Both parties shall be bound by the opinions and recommendations of the IME selected in accordance with the terms of this Agreement, subject to legal challenges brought by the parties.

5.13 Either party who receives records prepared or maintained by the treating physician(s) or records, either medical or nonmedical, that are relevant to the determination of the medical issue shall serve those records on the other party immediately upon receipt. The Covered Individual shall not unduly delay

providing authorization to obtain pertinent medical records related to the claimed injury. If one party objects to the provision of any nonmedical records to the IME, the party shall object within twenty (20) calendar days of the service of records. Objection to the provision of nonmedical records may result in the denial of the claim on the basis that the IME did not have complete and accurate information. There shall be no objection to the provision of medical records to the IME, subject to the provisions of the Labor Code.

5.14 The City's TPA shall provide to the IME records prepared or maintained by the Covered Individual's treating physician(s) and medical and nonmedical records relevant to the determination of the medical issue(s). The City's TPA shall prepare a list of all documents provided to the IME, and shall serve a copy of the list on the Covered Individual and on his/her representative, if applicable, at the time the records are provided to the IME.

5.15 All communications with the IME shall be in writing and shall be served on the opposing party. This provision does not apply to oral or written communications by the Covered Individual or, if the Covered Individual is deceased, the Covered Individual's dependent, in the course of the examination or at the request of the evaluator in connection with the examination, or to administrative communications with the IME's staff.

5.16 Ex parte communication with the IME is prohibited. If a party communicates with the IME in violation of Section(s) 5.15 and/or 5.16, the aggrieved party may elect to terminate the medical evaluation and seek a new evaluation from the next IME chosen from the list pursuant to Section 5.10.5. If a

new examination is required, the party making the communication prohibited herein may be liable for the cost, pursuant to Labor Code §5811, or as ordered by the WCAB.

5.17 If either party disputes a medical or medical-legal finding of the IME, they shall notify the other party of this dispute by way of written objection within thirty (30) calendar days of actual receipt of the IME's report. All disputes of this nature shall be resolved either by way of supplemental interrogatory and report or by way of deposition.

Article 6. Mediation

6.1 Any party subject to the provisions of this Agreement may request mediation in accordance with the provisions set forth herein. Mediation is an informal, confidential process in which a neutral party assists the other parties in understanding their own interests, the interests of the other party, and the practical and legal realities each party faces. The role of the mediator is to help the parties explore options and arrive at a mutually acceptable resolution of the dispute, if possible. The mediator will have authority to approve all settlements, awards, and orders achieved through mediation and may additionally approve non-disputed settlements reached by the parties. Such settlements, awards, and orders approved by the Mediator will be filed and recorded with the WCAB by the City's TPA, unless otherwise agreed by the parties.

6.2 Mediation is voluntary and both parties must agree to mediate a particular issue or matter in order for mediation to be successful. Mediation is strongly

encouraged by all parties to this Agreement and is the preferred first step to resolving disputes or reaching settlement of claims.

6.3 The mediation process shall be triggered when one party gives the other written notice of their desire to engage in mediation in connection with any issue including, but not limited to, any purely factual or legal defense involving a determination of causation, applicability of a presumption, whether a medical report constitutes substantial evidence, disputes involving average weekly wage or the rate of pay for Labor Code §4850 benefits, temporary disability benefits, whether an apportionment opinion is valid, disputes over a permanent disability rating, disputes over occupational group numbers, credits for claimed overpayment of benefits, determination of dependency status in death claims, penalties, issues involving alleged serious and willful misconduct, issues involving potential violations of Labor Code §132a, discovery disputes, and questions involving jurisdiction.

6.4 It is the specific intent and desire of the parties that the mediation process set forth herein be flexible and is designed as a means to resolve factual and/or legal disputes that are not amenable to resolution through the expedited medical-legal process. The potential issues listed in Section 6.3 is not meant to be all inclusive but is merely a listing of issues likely to be the most common particularly suited for mediation. Upon mutual agreement of the parties, any issue typically encountered in the California workers' compensation system can be deemed appropriate for mediation in accordance with the provisions of this Agreement.

6.5 Upon receipt of an official request to mediate, the non-requesting party shall have a period not to exceed fifteen (15) calendar days within which to either accept or reject the request to mediate. If no response is received within the fifteen (15) calendar day period, the request shall be deemed to have been rejected. Any response to a request to mediate from the City shall be sent to the Covered Individual with a copy to the Covered Individual's legal representative, if applicable. Any response to a request to mediate from the Covered Individual's legal representative shall be sent to the Covered Individual's assigned claims examiner with a copy to the City and City's legal representative, if applicable. If no response is received from either party, the requesting party is encouraged to make a verbal attempt to verify receipt of the request to mediate and confirm the other party's intent not to participate. Additionally, if the mediation request originates from the City and no response is provided, the City's TPA may assign a mediator from the list in accordance with paragraph G of this section to contact the other party to determine the reasons they feel mediation is not appropriate for the particular dispute and discuss the reasons mediation may be applicable and helpful for resolution of the particular dispute.

6.6 If both parties agree to mediate an issue or issues, within fifteen (15) calendar days of such agreement being reached, mediation of said issues will be assigned to a mediator from the approved mediator list. The JLMC will determine and maintain the exclusive list of mediators.

6.7 For purposes of selecting a mediator, the City's TPA shall select the mediator by starting with the first name from the mediator list and continuing

down the list, in order, until the list is exhausted, at which time the City's TPA shall resume using the first name on the list. The City's TPA shall notify all parties of the selection and assignment of a mediator within ten (10) calendar days of such assignment having been made.

6.8 All costs associated with the mediation shall be paid by the City.

6.9 Immediately upon selection of a mediator, the selected mediator shall be notified by the City's TPA of his/her selection. The selected mediator shall then schedule the date, time, and location of the mediation with the parties.

6.10 The mediation must take place within forty-five (45) calendar days of notification having been sent to the mediator of his/her selection, unless this time limit is waived by both parties. If the selected mediator is either unable or unwilling to schedule the mediation within this forty-five (45) calendar day period, and the time limit is not waived by both parties, a new mediator shall be selected from the mediator list from the next mediator available on the list, pursuant to the provisions of Section 6.7.

6.11 The procedure, process, format, general nature of the mediation, the issues to be mediated, and the manner in which the mediation shall be conducted will be within the sole discretion of the mediator.

6.12 Mediation briefs shall not be mandatory but are strongly recommended and shall be a useful tool to assure that the mediator fully understands the issues involved and each party's respective positions in regards to each issue.

Mediation briefs should be submitted to the mediator no later than ten (10) calendar days prior to the mediation, unless otherwise directed by the mediator.

No specific format for a mediation brief is required. Mediation briefs may be formatted and submitted as either a formal pleading or in an informal letter brief format.

6.13 A summary of the mediation shall be prepared by the mediator setting forth the specific issues presented for the mediation, a general description of how the mediation was conducted, and the length of time of the mediation.

Additionally, the mediator will complete a disposition form to be provided by the City's TPA. Copies of the mediation summary and disposition form shall be served upon the Covered Individual, the Covered Individual's legal representative, if applicable, the Covered Individual's assigned claims examiner, the City's Director of Human Resources, and the City's legal representative, if applicable. It is the responsibility of the City's TPA to provide the appropriate contact information to the mediator upon assignment of the case

6.14 If the mediation is unsuccessful at resolving the dispute, either party may seek to have the issue or issues adjudicated by the WCAB by filing a Declaration of Readiness to Proceed, in accordance with the rules and regulations governing WCAB hearings, as set forth in the Labor Code and the California Code of Regulations.

6.15 Although the mediation process is completely voluntary, it is expected that if the parties mutually agree to mediate an issue or issues, both parties shall abstain from filing a Declaration of Readiness to Proceed with respect to said issue or issues with the WCAB until completion of the mediation process, as set forth above.

Article 7: Nurse Case Management

7.1 Any party subject to the provisions of this Agreement may request the involvement of a nurse case manager in accordance with the provisions set forth herein.

7.2 The purpose of nurse case management includes, but is not limited to, coordinating and facilitating medical care for Covered Individuals, to be proactive with respect to intervention and facilitation of recovery of the Covered Individual, to assist and guide the covered employee through the medical treatment process and, if practical, assist with resolution of treatment disputes between the primary treating physician, secondary treating physicians and utilization review. The nurse case manager shall not attend the actual medical examination of the Covered Individual without consent of the individual.

7.3 A nurse case manager shall be assigned from the approved nurse case manager list. The nurse case manager list shall be developed and maintained by the JLMC.

7.4 For purposes of selecting a nurse case manager, the City's TPA shall provide the Covered Individual with the nurse case manager list within ten (10) calendar days of receipt of the request for a nurse case manager. The Covered Individual may select any nurse from the list. The Covered Individual must advise the City's TPA of his/her nurse selection within ten (10) calendar days of the distribution of the list. If the Covered Individual fails to respond, the City's TPA will attempt to make telephone contact with the Covered Individual to verify that he/she is declining to choose a nurse case manager from the list. If no

response is received or the Covered Individual affirms that he/she is declining to make a choice, the City's TPA may assign the nurse case manager of its choosing. The City's TPA shall notify all parties in writing, including the selected nurse case manager, of the selection and assignment of the nurse case manager within ten (10) calendar days of such assignment having been made.

7.5 If the selected nurse case manager is either unable or unwilling to serve as the designated nurse case manager, a new nurse case manager shall be selected from the nurse case manager list pursuant to Section 7.4.

7.6 Nurse case management reports shall be prepared as per the usual custom and practice of the designated nurse case manager and provided to the City's TPA.

7.7 All costs involved in nurse case management for a Covered Individual shall be borne by the City.

Article 8: Discovery

8.1 Covered Individual shall provide the City's TPA with fully executed medical, employment and concurrent employment releases, disclosure statement and any other documents and information reasonably necessary for the City to resolve the Covered Individual's claim, when requested. If the Covered Individual fails to return the release and it is determined that the medical information is not sufficient for the IME to provide a comprehensive evaluation, the parties shall meet to resolve the issue(s) prior to setting an evaluation, and if necessary, may elect to mediate the issue. This Article does not supplant or diminish the parties'

rights to pursue or contest discovery issues pursuant to the remedies provided in the Labor Code, through mediation or the WCAB.

8.2 This Agreement does not preclude a formal deposition of a Covered Individual or an IME when necessary. Attorney's fees for depositions of Covered Individuals shall be paid consistent with the provisions of the Labor Code. There shall be no attorney's fees for depositions of physicians or IMEs.

Article 9: General Provisions

9.1 This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

9.2 This Agreement shall be governed and construed pursuant to the laws of the State of California.

9.3 This Agreement shall not be amended, nor any provisions waived, except through the meet and confer process with approval by the PSSU and City Council of the City.

9.4 If any portion of this Agreement is found to be unenforceable or illegal the remaining portions shall remain in full force and effect.

9.5 This Agreement may be executed in counterparts.

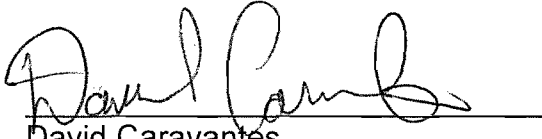
9.6 Notice required under this Agreement shall be provided to the parties as follows:

///

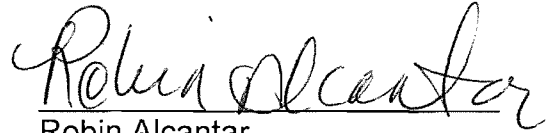
///

///

For Public Safety Support Unit:

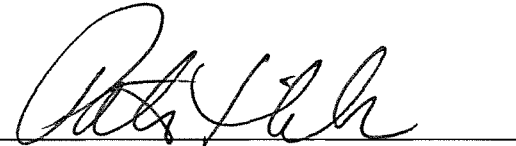


David Caravantes
OE3 Business Representative

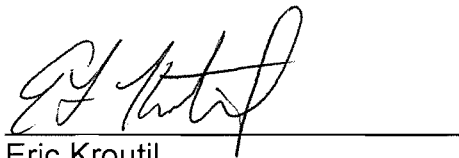


Robin Alcantar
President

For City of Porterville:



Patrice Hildreth
Administrative Services Director



Eric Kroutil
Police Chief

**LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE
DISPUTE RESOLUTION AGREEMENT BETWEEN THE CITY OF
PORTERVILLE AND THE PORTERVILLE MANAGEMENT CONFIDENTIAL
SERIES**

THIS LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION AGREEMENT (Agreement) is entered into by and between the City of Porterville (City) and the Porterville Management Confidential Series (MCS). This Agreement is created pursuant to California Labor Code §3201.7(a) (3) (c).

Nothing in this agreement diminishes the entitlement of a Covered Individual as defined in Article III of this Agreement to compensation payments for total or partial permanent disability, total or partial temporary disability, or medical treatment fully paid by the employer and otherwise provided for in Division 4 of the Labor Code. Nothing in this agreement denies to any covered employee the right to representation by counsel at all stages during this alternative and expedited resolution process.

The City and MCS negotiated this agreement by forming a partnership known as the Joint Labor Management Committee (JLMC); this committee is comprised of two (2) City staff members to be determined and designated in writing to the MCS by the City Administrator and two (2) MCS representatives to be determined and designated in writing to the City by the MCS President.

The purpose of the JLMC is to develop and maintain the exclusive list of initial treatment providers, the exclusive list of Independent Medical Examiners, the list of mediators and the list of nurse case managers; develop policy and procedures of the Alternative Dispute Resolution program; to review implementation and the progress of the program and address any issues at time frames agreed to by the committee; and to ensure that the program terms and conditions are administered in harmony with this Agreement. Additionally, the JLMC shall annually review claims data for claims administered prior to the implementation of this Agreement with claims data for claims administered under the provisions of this Agreement to ensure continuation of the program is in the best interests of all parties.

Article 1: Purpose

The purposes of this Agreement are:

- 1.1 To provide active employees and retirees claiming compensable injuries under Division 4 of the California Labor Code ("Workers' Compensation Law") with an expedited procedure to resolve disputes in accordance with the provision of this Agreement and to facilitate those employees' prompt recovery and return to work;
- 1.2 To reduce the number and severity of disputes between the City and covered employee, when those disputes relate to workers' compensation;

1.3 To provide workers' compensation coverage in a way that improves labor management relations, improves organizational effectiveness, and reduces costs for the City;

1.4 To provide the City and covered employees with access to nurse case managers to assist with disputes and conflict arising from medical disputes relating to workers' compensation; and

1.5 To provide the City and covered employees with access to mediators so that legal disputes can be resolved informally and more expeditiously.

1.6 These purposes will be achieved by:

1.6.1 Utilizing an exclusive list of medical providers to be the sole and exclusive source of initial treatment for covered employees, except for covered employees who have pre-designated a physician in accordance with Labor Code §4600 (d)(1);

1.6.2 Utilizing an exclusive list of medical providers to be the sole and exclusive source of medical-legal evaluations for disputed issues surrounding covered employees in accordance with Labor Code §3201.7(c); and

1.6.3 Maintaining a list of nurse case managers and mediators to assist in carrying out the purposes and goals of this Agreement.

Now, therefore, in consideration of the mutual terms, covenants and conditions herein, the parties agree as follows:

Article 2: Term of Agreement

The City and MCS enter into this Agreement with the understanding that the law authorizing this Agreement is new and evolving. The parties further understand that this Agreement governs a pilot program and that it shall become effective after it is executed by the parties, approved as applicable by the City's self-insurance pool and/or excess carriers, submitted to the Administrative Director of the State of California, Department of Industrial Relations, Division of Workers' Compensation in accordance with Title 8, California Code of Regulations §10202(d), and accepted by the Administrative Director as evidenced by the Director's letter to the parties indicating approval of the Agreement. This Agreement shall be in effect for one year from the date of the Administrative Director's letter of acceptance to the parties. Thereafter, it shall continue and remain in force from year to year unless terminated by either party as provided for below. Any claim arising from an industrial injury sustained before the termination of this Agreement shall continue to be covered by the terms of this Agreement, until all medical issues related to the pending claim are resolved.

The parties reserve the right to terminate this Agreement at any time, by mutual agreement or by act of the Legislature. The terminating party must give sixty (60) calendar days written notice to the other party of the intent to terminate. Upon termination of this Agreement, the parties shall become fully subject to the provisions of the applicable Labor Code provisions to the same extent as they were prior to the implementation of this Agreement, except as otherwise specified herein.

Article 3: Scope of Agreement

3.1 This Agreement applies only to injuries, as defined by Workers' Compensation Law, claimed by the following referred to herein as "Covered Individuals:" 1) active employees, 2) retirees, and 3) active employees and retirees where a petition to reopen a pre-existing claim to seek new and further disability or to reduce a prior award is filed after the effective date of this agreement. Active employees and retirees with an existing claim filed prior to the effective date of this agreement (pre-existing claim) that have not already had a medical-legal evaluation under the State's AME/QME system may request to resolve their claim under the provisions of this agreement.

Such requests should be made in writing to the City's third party claims administrator (TPA). The decision to accept a pre-existing claim into the alternative dispute resolution program will lie jointly with the City and the JLMC and will be evaluated on a case-by-case basis. If a request is made to utilize the alternative dispute resolution program for a pre-existing claim and that request is approved, all future disputes on said claim must be resolved according to the provisions of this agreement. If there is no agreement to include the pre-existing case, the case will remain in the statutory system. The scope of this agreement does not apply to retirees that have a future medical dispute that is outside the five year statute of limitations or Labor Code Section §5804.

3.2 Injuries occurring and claims filed after termination of this Agreement are not covered by this Agreement.

3.3 This Agreement is restricted to 1) establishing the use of an exclusive list of initial treatment providers to be used for initial evaluation and treatment of

Covered Individuals, 2) establishing the use of an exclusive list of medical providers to be used for medical and medical-legal dispute resolution of Covered Individuals, 3) establishing mediation as an option to litigation and the use of an exclusive list of mediators to be used for legal dispute resolution of Covered Individuals, and 4) establishing a process for informal legal discovery in accordance with Article 8, and 5) establishing the use of an exclusive list of nurse case managers to be used to assist with medical treatment dispute resolution of covered employees in accordance with Labor Code §3201.7(c).

3.4 For purposes of this Agreement a “claimed injury” is one for which either 1) the Covered Individual has reported an injury to the City or 2) an Application for Adjudication of Claim has been filed with the Workers’ Compensation Appeals Board (“WCAB”).

Article 4. Initial Injury/Illness Treatment

4.1 Upon initial knowledge of a work-related injury or illness, a Covered Individual will continue to follow established City processes and procedures for reporting the injury/illness. The Covered Individual will seek treatment at the City's designated treatment facility unless the Covered Individual has pre-designated a physician in accordance with Labor Code §4600 (d) (1).

4.2 The JLMC may create a list of approved initial treatment facilities in addition to existing facilities. Any such list must be unanimously approved by the members of the JLMC.

4.3 The JLMC will create and maintain a list of specialists for patient referral in common specialties, to include but not be limited to, orthopedics (specific to

arms, shoulders, knees, back, spine/neck, and hand), cardiology, psychology, chiropractic care, acupuncture, physical therapy and functional capacity.

If the primary treating physician requests referral to a specialist and the request is approved, the City's TPA will provide the approved list of specialists to the referring doctor. The referring doctor may decide which specialist to refer to in consultation with the Covered Individual. If the primary treating physician desires to refer to a specialist not on the approved list for the given specialty, such request must be approved by the City's TPA. If the Covered Individual requires referral within a specialty not on the list created by the JLMC, the City's TPA must approve the specialist recommended by the treating physician. Appointments with specialists and notification of such appointments will continue to be made by the treating physician's office.

4.4 This Agreement does not constitute a Medical Provider Network ("MPN"). Physicians who act as a Covered Individual's treating physician, or have provided treatment to the Covered Individual, shall not act as the Independent Medical Examiner (IME) in the Covered Individual's claim should an IME be required pursuant to Article 5.

Article 5. Expedited Medical-Legal Process

5.1 Physicians who serve in the capacity as Independent Medical Examiner ("IME") pursuant to this Agreement will receive enhanced compensation in excess of the Official Medical Fee Schedule for services performed as outlined in the physician contract in exchange for expedited examinations and report preparation.

5.2 This Agreement does not constitute a Medical Provider Network ("MPN"). Physicians who act as a Covered Individual's treating physician, or have provided treatment to the Covered Individual shall not act as the Independent Medical Examiner (IME) in the Covered Individual's claim. Pre-designation of a physician must comply with the requirements set forth in Labor Code section 4600(d) (1).

5.3 All Covered Individual's with a disputed medical issue as described in Section 5.5 must be evaluated by an approved physician from the exclusive list of IME's. Should the Covered Individual claim injuries requiring more than one medical specialist, the Covered Individual shall be provided an IME appointment in each area of specialty.

The JLMC will determine and maintain the exclusive list of IME's agreed upon by the parties. If the IME requires the opinion of an additional sub-specialist, the IME shall refer the Covered Individual to a physician of the IME's choice, who need not be on the IME list. The consulting specialist charges are subject to the Official Medical Fee Schedule (OMFS). The IME may not refer the Covered Individual to his/her treating physician for this purpose nor may the Covered Individual designate the specialist as his/her treating physician following the referral.

5.4 The exclusive list of IME's shall include the specialties as agreed upon by the JLMC.

5.5 An IME shall be used for all medical disputes that arise in connection with a workers' compensation claim including but not limited to determination of

causation, the nature and extent of an injury, the nature and extent of permanent disability and apportionment, temporary and/or permanent work restrictions, ability to return to work (including modified duty), current and future medical care, and resolution of all disputes arising from utilization review, pursuant to Labor Code section 4062(b).

The parties agree that the Covered Individual shall use the originally chosen IME for all subsequent disputes and injuries claimed arising under this agreement. In the event that said IME is no longer available, the parties shall utilize the next specialist on the list pursuant to Section 5.10.4, as set forth herein.

5.6 The IME process described above will be triggered when either party provides the other written notice of an objection in connection with any issues set forth in Article V paragraph E above or other mutually agreed areas of dispute from which the JLMC determines the IME would be the appropriate resolution process. Objections from the City shall be sent to the Covered Individual with a copy to the Covered Individual's legal representative if represented.

Objections from the Covered Individual or Covered Individual's legal representative shall be sent to the Covered Individual's assigned claims examiner with a copy to the City's Director of Human Resources and City's legal representative, if applicable.

5.7 Objections must be presented in writing and shall be sent within thirty (30) calendar days of receipt of a medical report or a utilization review decision addressing any of the issues set forth above. A letter delaying acceptance of the

claim automatically creates a dispute; further, all denials and/or delays of benefits including a denial of the claim automatically creates a dispute. Delayed decisions based on legal issues shall not trigger the IME process. A subsequent acceptance of the claim and/or resolution of the disputed issue may eliminate the need for completion of the dispute resolution process set forth in this Agreement.

5.8 The exclusive list of IME's shall serve as the exclusive source of medical-legal evaluations for all disputed medical issues arising from a claimed injury, unless otherwise agreed to by the JLMC in writing.

5.9 The parties hereby agree that from time to time the exclusive list of IME's may be amended. For either party to propose adding an IME to the exclusive list of medical providers, the party must provide written notice to the JLMC of its request to add a physician to the list. The JLMC must unanimously agree in writing to the addition of physicians to the IME list. A physician may be deleted from the exclusive list of medical providers only if he/she breaches the terms and conditions of his/her contract to provide services or by written mutual agreement of the members of the JLMC. The list shall be reviewed quarterly by the JLMC from the execution date of the Agreement and quarterly thereafter for additions and deletions of newly selected or deleted IME's. Any IME proposed for consideration of addition or deletion after the review period will be reviewed at the next interval review period of the JLMC unless there is a breach of the terms and conditions of the Agreement or by mutual agreement of the JLMC.

5.10 Appointments.

5.10.1 The City's TPA shall schedule appointment(s) with the IME and provide notice of the appointment within ten (10) calendar days of the date of receipt of the objection issued by any party subject to the terms and provisions of this Agreement. The notice of the appointment location, date and time shall be sent to the Covered Individual and to his/her legal representative, if there is one. A copy of the notice shall also be provided to the City.

5.10.2 The Covered Individual shall be responsible for providing the City's TPA with his/her work schedule prior to an appointment being made so that appointments can be made, if possible, during a Covered Individual's non-working hours. If the Covered Individual is the objecting party requesting an IME appointment, the initial written objection shall contain the employee's work schedule information as well as any known dates within the 30-day scheduling window when the Covered Individual is unavailable to attend an IME appointment. If the City is the objecting party, the Covered Individual must advise the City's TPA of any known dates within the 30-day scheduling window when the Covered Individual is unavailable to attend an IME appointment within seven (7) calendar days of the date of the objection notice. This seven (7) day period shall toll the ten (10) day notice of appointment provision in Section 5.10.1. It is the Covered Individual's responsibility to identify and present his/her availability for appointments within the scheduling window. Once an appointment is set, any requests to change scheduling must be made in writing to the JLMC with the reason for the request clearly presented. Re-scheduling will only be approved in the case of unforeseen emergencies.

5.10.3 Compensation for attending medical appointments under this Agreement shall be consistent with California statutes and City policy.

5.10.4 Mileage reimbursement to covered employees shall be in accordance with Labor Code § 4600(e) (2), unless transportation is provided by the City.

5.10.5 For purposes of appointments, the City's TPA shall select the IME(s) by starting with the first name from the exclusive list of approved medical providers within the pertinent specialty, and continuing down the list, in order, until the list is exhausted, at which time the City's TPA will resume using the first name on the list.

5.10.6 The IME shall submit the medical reports thirty (30) days following examination of the employee, pursuant to the contract terms, unless a longer period of time is agreed to by the JLMC.

5.11 The City is not liable for the cost of any medical examination used to resolve the parties' disputes governed by this Agreement where said examination is furnished by a medical provider that is not authorized by this Agreement.

Medical evaluations shall not be obtained outside of this Agreement for disputes covered by this agreement, notwithstanding Labor Code §4605.

5.12 Both parties shall be bound by the opinions and recommendations of the IME selected in accordance with the terms of this Agreement, subject to legal challenges brought by the parties.

5.13 Either party who receives records prepared or maintained by the treating physician(s) or records, either medical or nonmedical, that are relevant to the

determination of the medical issue shall serve those records on the other party immediately upon receipt. The Covered Individual shall not unduly delay providing authorization to obtain pertinent medical records related to the claimed injury. If one party objects to the provision of any nonmedical records to the IME, the party shall object within twenty (20) calendar days of the service of records. Objection to the provision of nonmedical records may result in the denial of the claim on the basis that the IME did not have complete and accurate information. There shall be no objection to the provision of medical records to the IME, subject to the provisions of the Labor Code.

5.14 The City's TPA shall provide to the IME records prepared or maintained by the Covered Individual's treating physician(s) and medical and nonmedical records relevant to the determination of the medical issue(s). The City's TPA shall prepare a list of all documents provided to the IME, and shall serve a copy of the list on the Covered Individual and on his/her representative, if applicable, at the time the records are provided to the IME.

5.15 All communications with the IME shall be in writing and shall be served on the opposing party. This provision does not apply to oral or written communications by the Covered Individual or, if the Covered Individual is deceased, the Covered Individual's dependent, in the course of the examination or at the request of the evaluator in connection with the examination, or to administrative communications with the IME's staff.

5.16 Ex parte communication with the IME is prohibited. If a party communicates with the IME in violation of Section(s) 5.15 and/or 5.16, the

aggrieved party may elect to terminate the medical evaluation and seek a new evaluation from the next IME chosen from the list pursuant to Section 5.10.5. If a new examination is required, the party making the communication prohibited herein may be liable for the cost, pursuant to Labor Code §5811, or as ordered by the WCAB.

5.17 If either party disputes a medical or medical-legal finding of the IME, they shall notify the other party of this dispute by way of written objection within thirty (30) calendar days of actual receipt of the IME's report. All disputes of this nature shall be resolved either by way of supplemental interrogatory and report or by way of deposition.

Article 6. Mediation

6.1 Any party subject to the provisions of this Agreement may request mediation in accordance with the provisions set forth herein. Mediation is an informal, confidential process in which a neutral party assists the other parties in understanding their own interests, the interests of the other party, and the practical and legal realities each party faces. The role of the mediator is to help the parties explore options and arrive at a mutually acceptable resolution of the dispute, if possible. The mediator will have authority to approve all settlements, awards, and orders achieved through mediation and may additionally approve non-disputed settlements reached by the parties. Such settlements, awards, and orders approved by the Mediator will be filed and recorded with the WCAB by the City's TPA, unless otherwise agreed by the parties.

6.2 Mediation is voluntary and both parties must agree to mediate a particular issue or matter in order for mediation to be successful. Mediation is strongly encouraged by all parties to this Agreement and is the preferred first step to resolving disputes or reaching settlement of claims.

6.3 The mediation process shall be triggered when one party gives the other written notice of their desire to engage in mediation in connection with any issue including, but not limited to, any purely factual or legal defense involving a determination of causation, applicability of a presumption, whether a medical report constitutes substantial evidence, disputes involving average weekly wage or the rate of pay for Labor Code §4850 benefits, temporary disability benefits, whether an apportionment opinion is valid, disputes over a permanent disability rating, disputes over occupational group numbers, credits for claimed overpayment of benefits, determination of dependency status in death claims, penalties, issues involving alleged serious and willful misconduct, issues involving potential violations of Labor Code §132a, discovery disputes, and questions involving jurisdiction.

6.4 It is the specific intent and desire of the parties that the mediation process set forth herein be flexible and is designed as a means to resolve factual and/or legal disputes that are not amenable to resolution through the expedited medical-legal process. The potential issues listed in Section 6.3 is not meant to be all inclusive but is merely a listing of issues likely to be the most common particularly suited for mediation. Upon mutual agreement of the parties, any issue typically encountered in the California workers' compensation system can be

deemed appropriate for mediation in accordance with the provisions of this Agreement.

6.5 Upon receipt of an official request to mediate, the non-requesting party shall have a period not to exceed fifteen (15) calendar days within which to either accept or reject the request to mediate. If no response is received within the fifteen (15) calendar day period, the request shall be deemed to have been rejected. Any response to a request to mediate from the City shall be sent to the Covered Individual with a copy to the Covered Individual's legal representative, if applicable. Any response to a request to mediate from the Covered Individual's legal representative shall be sent to the Covered Individual's assigned claims examiner with a copy to the City and City's legal representative, if applicable. If no response is received from either party, the requesting party is encouraged to make a verbal attempt to verify receipt of the request to mediate and confirm the other party's intent not to participate. Additionally, if the mediation request originates from the City and no response is provided, the City's TPA may assign a mediator from the list in accordance with paragraph G of this section to contact the other party to determine the reasons they feel mediation is not appropriate for the particular dispute and discuss the reasons mediation may be applicable and helpful for resolution of the particular dispute.

6.6 If both parties agree to mediate an issue or issues, within fifteen (15) calendar days of such agreement being reached, mediation of said issues will be assigned to a mediator from the approved mediator list. The JLMC will determine and maintain the exclusive list of mediators.

6.7 For purposes of selecting a mediator, the City's TPA shall select the mediator by starting with the first name from the mediator list and continuing down the list, in order, until the list is exhausted, at which time the City's TPA shall resume using the first name on the list. The City's TPA shall notify all parties of the selection and assignment of a mediator within ten (10) calendar days of such assignment having been made.

6.8 All costs associated with the mediation shall be paid by the City.

6.9 Immediately upon selection of a mediator, the selected mediator shall be notified by the City's TPA of his/her selection. The selected mediator shall then schedule the date, time, and location of the mediation with the parties.

6.10 The mediation must take place within forty-five (45) calendar days of notification having been sent to the mediator of his/her selection, unless this time limit is waived by both parties. If the selected mediator is either unable or unwilling to schedule the mediation within this forty-five (45) calendar day period, and the time limit is not waived by both parties, a new mediator shall be selected from the mediator list from the next mediator available on the list, pursuant to the provisions of Section 6.7.

6.11 The procedure, process, format, general nature of the mediation, the issues to be mediated, and the manner in which the mediation shall be conducted will be within the sole discretion of the mediator.

6.12 Mediation briefs shall not be mandatory but are strongly recommended and shall be a useful tool to assure that the mediator fully understands the issues involved and each party's respective positions in regards to each issue.

Mediation briefs should be submitted to the mediator no later than ten (10) calendar days prior to the mediation, unless otherwise directed by the mediator. No specific format for a mediation brief is required. Mediation briefs may be formatted and submitted as either a formal pleading or in an informal letter brief format.

6.13 A summary of the mediation shall be prepared by the mediator setting forth the specific issues presented for the mediation, a general description of how the mediation was conducted, and the length of time of the mediation.

Additionally, the mediator will complete a disposition form to be provided by the City's TPA. Copies of the mediation summary and disposition form shall be served upon the Covered Individual, the Covered Individual's legal representative, if applicable, the Covered Individual's assigned claims examiner, the City's Director of Human Resources, and the City's legal representative, if applicable. It is the responsibility of the City's TPA to provide the appropriate contact information to the mediator upon assignment of the case

6.14 If the mediation is unsuccessful at resolving the dispute, either party may seek to have the issue or issues adjudicated by the WCAB by filing a Declaration of Readiness to Proceed, in accordance with the rules and regulations governing WCAB hearings, as set forth in the Labor Code and the California Code of Regulations.

6.15 Although the mediation process is completely voluntary, it is expected that if the parties mutually agree to mediate an issue or issues, both parties shall abstain from filing a Declaration of Readiness to Proceed with respect to said

issue or issues with the WCAB until completion of the mediation process, as set forth above.

Article 7: Nurse Case Management

7.1 Any party subject to the provisions of this Agreement may request the involvement of a nurse case manager in accordance with the provisions set forth herein.

7.2 The purpose of nurse case management includes, but is not limited to, coordinating and facilitating medical care for Covered Individuals, to be proactive with respect to intervention and facilitation of recovery of the Covered Individual, to assist and guide the covered employee through the medical treatment process and, if practical, assist with resolution of treatment disputes between the primary treating physician, secondary treating physicians and utilization review. The nurse case manager shall not attend the actual medical examination of the Covered Individual without consent of the individual.

7.3 A nurse case manager shall be assigned from the approved nurse case manager list. The nurse case manager list shall be developed and maintained by the JLMC.

7.4 For purposes of selecting a nurse case manager, the City's TPA shall provide the Covered Individual with the nurse case manager list within ten (10) calendar days of receipt of the request for a nurse case manager. The Covered Individual may select any nurse from the list. The Covered Individual must advise the City's TPA of his/her nurse selection within ten (10) calendar days of the distribution of the list. If the Covered Individual fails to respond, the City's

TPA will attempt to make telephone contact with the Covered Individual to verify that he/she is declining to choose a nurse case manager from the list. If no response is received or the Covered Individual affirms that he/she is declining to make a choice, the City's TPA may assign the nurse case manager of its choosing. The City's TPA shall notify all parties in writing, including the selected nurse case manager, of the selection and assignment of the nurse case manager within ten (10) calendar days of such assignment having been made.

7.5 If the selected nurse case manager is either unable or unwilling to serve as the designated nurse case manager, a new nurse case manager shall be selected from the nurse case manager list pursuant to Section 7.4.

7.6 Nurse case management reports shall be prepared as per the usual custom and practice of the designated nurse case manager and provided to the City's TPA.

7.7 All costs involved in nurse case management for a Covered Individual shall be borne by the City.

Article 8: Discovery

8.1 Covered Individual shall provide the City's TPA with fully executed medical, employment and concurrent employment releases, disclosure statement and any other documents and information reasonably necessary for the City to resolve the Covered Individual's claim, when requested. If the Covered Individual fails to return the release and it is determined that the medical information is not sufficient for the IME to provide a comprehensive evaluation, the parties shall meet to resolve the issue(s) prior to setting an evaluation, and if necessary, may

elect to mediate the issue. This Article does not supplant or diminish the parties' rights to pursue or contest discovery issues pursuant to the remedies provided in the Labor Code, through mediation or the WCAB.

8.2 This Agreement does not preclude a formal deposition of a Covered Individual or an IME when necessary. Attorney's fees for depositions of Covered Individuals shall be paid consistent with the provisions of the Labor Code. There shall be no attorney's fees for depositions of physicians or IMEs.

Article 9: General Provisions

9.1 This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

9.2 This Agreement shall be governed and construed pursuant to the laws of the State of California.


9.3 This Agreement shall not be amended, nor any provisions waived, except through the meet and confer process with approval by the MCS and City Council of the City.

9.4 If any portion of this Agreement is found to be unenforceable or illegal the remaining portions shall remain in full force and effect.

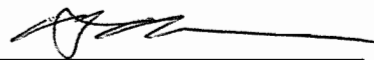
9.5 This Agreement may be executed in counterparts.

9.6 Notice required under this Agreement shall be provided to the parties as follows:

For Management Confidential Series:



Sarah Weaver
Representative



Tony Arellano
Representative

For City of Porterville:



Patrice Hildreth
Administrative Services Director



Maria Bemis
Finance Director

DISPUTE RESOLUTION AGREEMENT (Agreement) is entered into by and between the City of Porterville (City) and the Porterville Peace Officers' Association (POA). This Agreement is created pursuant to California Labor Code §3201.7(a) (3) (c).

Nothing in this agreement diminishes the entitlement of a Covered Individual as defined in Article III of this Agreement to compensation payments for total or partial permanent disability, total or partial temporary disability, Labor Code §4850 benefits, or medical treatment fully paid by the employer and otherwise provided for in Division 4 of the Labor Code. Nothing in this agreement denies to any covered employee the right to representation by counsel at all stages during this alternative and expedited resolution process.

The City and POA negotiated this agreement by forming a partnership known as the Joint Labor Management Committee (JLMC); this committee is comprised of two (2) City staff members to be determined and designated in

annually review claims data for claims administered prior to the implementation of this Agreement with claims data for claims administered under the provisions of this Agreement to ensure continuation of the program is in the best interests of all parties.

Article 1: Purpose

The purposes of this Agreement are:

- 1.1 To provide active employees and retirees claiming compensable injuries under Division 4 of the California Labor Code ("Workers' Compensation Law") with an expedited procedure to resolve disputes in accordance with the provision of this Agreement and to facilitate those employees' prompt recovery and return to work;
- 1.2 To reduce the number and severity of disputes between the City and covered employee, when those disputes relate to workers' compensation;

more expeditiously.

1.6 These purposes will be achieved by:

1.6.1 Utilizing an exclusive list of medical providers to be the sole and exclusive source of initial treatment for covered employees, except for covered employees who have pre-designated a physician in accordance with Labor Code §4600 (d)(1);

1.6.2 Utilizing an exclusive list of medical providers to be the sole and exclusive source of medical-legal evaluations for disputed issues surrounding covered employees in accordance with Labor Code §3201.7(c); and

1.6.3 Maintaining a list of nurse case managers and mediators to assist in carrying out the purposes and goals of this Agreement.

Now, therefore, in consideration of the mutual terms, covenants and conditions herein, the parties agree as follows:

Article 2: Term of Agreement

Agreement. This Agreement shall be in effect for one year from the date of the Administrative Director's letter of acceptance to the parties. Thereafter, it shall continue and remain in force from year to year unless terminated by either party as provided for below. Any claim arising from an industrial injury sustained before the termination of this Agreement shall continue to be covered by the terms of this Agreement, until all medical issues related to the pending claim are resolved.

The parties reserve the right to terminate this Agreement at any time, by mutual agreement or by act of the Legislature. The terminating party must give sixty (60) calendar days written notice to the other party of the intent to terminate. Upon termination of this Agreement, the parties shall become fully subject to the provisions of the applicable Labor Code provisions to the same extent as they were prior to the implementation of this Agreement, except as otherwise specified herein.

Article 3: Scope of Agreement

Such requests should be made in writing to the City's third party claims administrator (TPA). The decision to accept a pre-existing claim into the alternative dispute resolution program will lie jointly with the City and the JLMC and will be evaluated on a case-by-case basis. If a request is made to utilize the alternative dispute resolution program for a pre-existing claim and that request is approved, all future disputes on said claim must be resolved according to the provisions of this agreement. If there is no agreement to include the pre-existing case, the case will remain in the statutory system. The scope of this agreement does not apply to retirees that have a future medical dispute that is outside the five-year statute of limitations or Labor Code Section §5804.

3.2 Injuries occurring and claims filed after termination of this Agreement are not covered by this Agreement.

3.3 This Agreement is restricted to 1) establishing the use of an exclusive list of initial treatment providers to be used for initial evaluation and treatment of

1) the Covered Individual has reported an injury to the City or 2) an Application for Adjudication of Claim has been filed with the Workers' Compensation Appeals Board ("WCAB").

Article 4. Initial Injury/Illness Treatment

4.1 Upon initial knowledge of a work-related injury or illness, a Covered Individual will continue to follow established City processes and procedures for reporting the injury/illness. The Covered Individual will seek treatment at the City's designated treatment facility unless the Covered Individual has pre-designated a physician in accordance with Labor Code §4600 (d) (1).

4.2 The JLMC may create a list of approved initial treatment facilities in addition to existing facilities. Any such list must be unanimously approved by the members of the JLMC.

4.3 The JLMC will create and maintain a list of specialists for patient referral in common specialties, to include but not be limited to, orthopedics (specific to

TPA must approve the specialist recommended by the treating physician.

Appointments with specialists and notification of such appointments will continue to be made by the treating physician's office.

4.4 This Agreement does not constitute a Medical Provider Network ("MPN"). Physicians who act as a Covered Individual's treating physician, or have provided treatment to the Covered Individual, shall not act as the Independent Medical Examiner (IME) in the Covered Individual's claim should an IME be required pursuant to Article 5.

Article 5. Expedited Medical-Legal Process

5.1 Physicians who serve in the capacity as Independent Medical Examiner ("IME") pursuant to this Agreement will receive enhanced compensation in excess of the Official Medical Fee Schedule for services performed as outlined in the physician contract in exchange for expedited examinations and report preparation.

medical specialist, the Covered Individual shall be provided an IME appointment in each area of specialty.

The JLMC will determine and maintain the exclusive list of IME's agreed upon by the parties. If the IME requires the opinion of an additional sub-specialist, the IME shall refer the Covered Individual to a physician of the IME's choice, who need not be on the IME list. The consulting specialist charges are subject to the Official Medical Fee Schedule (OMFS). The IME may not refer the Covered Individual to his/her treating physician for this purpose nor may the Covered Individual designate the specialist as his/her treating physician following the referral.

5.4 The exclusive list of IME's shall include the specialties as agreed upon by the JLMC.

5.5 An IME shall be used for all medical disputes that arise in connection with a workers' compensation claim including but not limited to determination of

utilize the next specialist on the list pursuant to Section 5.10.4, as set forth herein.

5.6 The IME process described above will be triggered when either party provides the other written notice of an objection in connection with any issues set forth in Article V paragraph E above or other mutually agreed areas of dispute from which the JLMC determines the IME would be the appropriate resolution process. Objections from the City shall be sent to the Covered Individual with a copy to the Covered Individual's legal representative if represented.

Objections from the Covered Individual or Covered Individual's legal representative shall be sent to the Covered Individual's assigned claims examiner with a copy to the City's Director of Human Resources and City's legal representative, if applicable.

5.7 Objections must be presented in writing and shall be sent within thirty (30) calendar days of receipt of a medical report or a utilization review decision

5.9 The parties hereby agree that from time to time the exclusive list of IME's may be amended. For either party to propose adding an IME to the exclusive list of medical providers, the party must provide written notice to the JLMC of its request to add a physician to the list. The JLMC must unanimously agree in writing to the addition of physicians to the IME list. A physician may be deleted from the exclusive list of medical providers only if he/she breaches the terms and conditions of his/her contract to provide services or by written mutual agreement of the members of the JLMC. The list shall be reviewed quarterly by the JLMC from the execution date of the Agreement and quarterly thereafter for additions and deletions of newly selected or deleted IME's. Any IME proposed for consideration of addition or deletion after the review period will be reviewed at the next interval review period of the JLMC unless there is a breach of the terms and conditions of the Agreement or by mutual agreement of the JLMC.

5.10 Appointments.

working hours. If the Covered Individual is the objecting party requesting an IME appointment, the initial written objection shall contain the employee's work schedule information as well as any known dates within the 30-day scheduling window when the Covered Individual is unavailable to attend an IME appointment. If the City is the objecting party, the Covered Individual must advise the City's TPA of any known dates within the 30-day scheduling window when the Covered Individual is unavailable to attend an IME appointment within seven (7) calendar days of the date of the objection notice. This seven (7) day period shall toll the ten (10) day notice of appointment provision in Section 5.10.1. It is the Covered Individual's responsibility to identify and present his/her availability for appointments within the scheduling window. Once an appointment is set, any requests to change scheduling must be made in writing to the JLMC with the reason for the request clearly presented. Re-scheduling will only be approved in the case of unforeseen emergencies.

providers within the pertinent specialty, and continuing down the list, in order, until the list is exhausted, at which time the City's TPA will resume using the first name on the list.

5.10.6 The IME shall submit the medical reports thirty (30) days following examination of the employee, pursuant to the contract terms, unless a longer period of time is agreed to by the JLMC.

5.11 The City is not liable for the cost of any medical examination used to resolve the parties' disputes governed by this Agreement where said examination is furnished by a medical provider that is not authorized by this Agreement.

Medical evaluations shall not be obtained outside of this Agreement for disputes covered by this agreement, notwithstanding Labor Code §4605.

5.12 Both parties shall be bound by the opinions and recommendations of the IME selected in accordance with the terms of this Agreement, subject to legal challenges brought by the parties.

There shall be no objection to the provision of medical records to the IME, subject to the provisions of the Labor Code.

5.14 The City's TPA shall provide to the IME records prepared or maintained by the Covered Individual's treating physician(s) and medical and nonmedical records relevant to the determination of the medical issue(s). The City's TPA shall prepare a list of all documents provided to the IME, and shall serve a copy of the list on the Covered Individual and on his/her representative, if applicable, at the time the records are provided to the IME.

5.15 All communications with the IME shall be in writing and shall be served on the opposing party. This provision does not apply to oral or written communications by the Covered Individual or, if the Covered Individual is deceased, the Covered Individual's dependent, in the course of the examination or at the request of the evaluator in connection with the examination, or to administrative communications with the IME's staff.

(30) calendar days of actual receipt of the IME's report. All disputes of this nature shall be resolved either by way of supplemental interrogatory and report or by way of deposition.

Article 6. Mediation

6.1 Any party subject to the provisions of this Agreement may request mediation in accordance with the provisions set forth herein. Mediation is an informal, confidential process in which a neutral party assists the other parties in understanding their own interests, the interests of the other party, and the practical and legal realities each party faces. The role of the mediator is to help the parties explore options and arrive at a mutually acceptable resolution of the dispute, if possible. The mediator will have authority to approve all settlements, awards, and orders achieved through mediation and may additionally approve non-disputed settlements reached by the parties. Such settlements, awards, and orders approved by the Mediator will be filed and recorded with the WCAB by the

determination of causation, applicability of a presumption, whether a medical report constitutes substantial evidence, disputes involving average weekly wage or the rate of pay for Labor Code §4850 benefits, temporary disability benefits, whether an apportionment opinion is valid, disputes over a permanent disability rating, disputes over occupational group numbers, credits for claimed overpayment of benefits, determination of dependency status in death claims, penalties, issues involving alleged serious and willful misconduct, issues involving potential violations of Labor Code §132a, discovery disputes, and questions involving jurisdiction.

6.4 It is the specific intent and desire of the parties that the mediation process set forth herein be flexible and is designed as a means to resolve factual and/or legal disputes that are not amenable to resolution through the expedited medical-legal process. The potential issues listed in Section 6.3 is not meant to be all inclusive but is merely a listing of issues likely to be the most common

Covered Individual with a copy to the Covered Individual's legal representative, if applicable. Any response to a request to mediate from the Covered Individual's legal representative shall be sent to the Covered Individual's assigned claims examiner with a copy to the City and City's legal representative, if applicable. If no response is received from either party, the requesting party is encouraged to make a verbal attempt to verify receipt of the request to mediate and confirm the other party's intent not to participate. Additionally, if the mediation request originates from the City and no response is provided, the City's TPA may assign a mediator from the list in accordance with paragraph G of this section to contact the other party to determine the reasons they feel mediation is not appropriate for the particular dispute and discuss the reasons mediation may be applicable and helpful for resolution of the particular dispute.

6.6 If both parties agree to mediate an issue or issues, within fifteen (15) calendar days of such agreement being reached, mediation of said issues will be

6.9 Immediately upon selection of a mediator, the selected mediator shall be notified by the City's TPA of his/her selection. The selected mediator shall then schedule the date, time, and location of the mediation with the parties.

6.10 The mediation must take place within forty-five (45) calendar days of notification having been sent to the mediator of his/her selection, unless this time limit is waived by both parties. If the selected mediator is either unable or unwilling to schedule the mediation within this forty-five (45) calendar day period, and the time limit is not waived by both parties, a new mediator shall be selected from the mediator list from the next mediator available on the list, pursuant to the provisions of Section 6.7.

6.11 The procedure, process, format, general nature of the mediation, the issues to be mediated, and the manner in which the mediation shall be conducted will be within the sole discretion of the mediator.

6.12 Mediation briefs shall not be mandatory but are strongly recommended

the mediation was conducted, and the length of time of the mediation.

Additionally, the mediator will complete a disposition form to be provided by the City's TPA. Copies of the mediation summary and disposition form shall be served upon the Covered Individual, the Covered Individual's legal representative, if applicable, the Covered Individual's assigned claims examiner, the City's Director of Human Resources, and the City's legal representative, if applicable. It is the responsibility of the City's TPA to provide the appropriate contact information to the mediator upon assignment of the case

6.14 If the mediation is unsuccessful at resolving the dispute, either party may seek to have the issue or issues adjudicated by the WCAB by filing a Declaration of Readiness to Proceed, in accordance with the rules and regulations governing WCAB hearings, as set forth in the Labor Code and the California Code of Regulations.

6.15 Although the mediation process is completely voluntary, it is expected that

coordinating and facilitating medical care for Covered Individuals, to be proactive with respect to intervention and facilitation of recovery of the Covered Individual, to assist and guide the covered employee through the medical treatment process and, if practical, assist with resolution of treatment disputes between the primary treating physician, secondary treating physicians and utilization review. The nurse case manager shall not attend the actual medical examination of the Covered Individual without consent of the individual.

7.3 A nurse case manager shall be assigned from the approved nurse case manager list. The nurse case manager list shall be developed and maintained by the JLMC.

7.4 For purposes of selecting a nurse case manager, the City's TPA shall provide the Covered Individual with the nurse case manager list within ten (10) calendar days of receipt of the request for a nurse case manager. The Covered Individual may select any nurse from the list. The Covered Individual must

7.5 If the selected nurse case manager is either unable or unwilling to serve as the designated nurse case manager, a new nurse case manager shall be selected from the nurse case manager list pursuant to Section 7.4.

7.6 Nurse case management reports shall be prepared as per the usual custom and practice of the designated nurse case manager and provided to the City's TPA.

7.7 All costs involved in nurse case management for a Covered Individual shall be borne by the City.

Article 8: Discovery

8.1 Covered Individual shall provide the City's TPA with fully executed medical, employment and concurrent employment releases, disclosure statement and any other documents and information reasonably necessary for the City to resolve the Covered Individual's claim, when requested. If the Covered Individual fails to return the release and it is determined that the medical information is not

shall be no attorney's fees for depositions of physicians or IMEs.

Article 9: General Provisions

9.1 This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

9.2 This Agreement shall be governed and construed pursuant to the laws of the State of California.

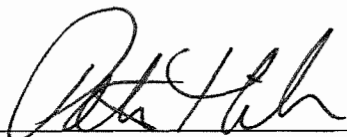
9.3 This Agreement shall not be amended, nor any provisions waived, except through the meet and confer process with approval by the POA and City Council of the City.

9.4 If any portion of this Agreement is found to be unenforceable or illegal the remaining portions shall remain in full force and effect.

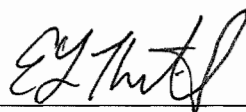
9.5 This Agreement may be executed in counterparts.

9.6 Notice required under this Agreement shall be provided to the parties as

For City of Porterville:

A handwritten signature in black ink, appearing to read 'Patrice Hildreth', written over a horizontal line.

Patrice Hildreth
Administrative Services Director

A handwritten signature in black ink, appearing to read 'Eric Kroutil', written over a horizontal line.

Eric Kroutil
Police Chief

**LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE
DISPUTE RESOLUTION AGREEMENT BETWEEN THE CITY OF
PORTERVILLE AND THE PORTERVILLE FIRE OFFICERS SERIES**

THIS LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION AGREEMENT (Agreement) is entered into by and between the City of Porterville (City) and the Porterville Fire Officers Series (FOS). This Agreement is created pursuant to California Labor Code §3201.7(a) (3) (c).

Nothing in this agreement diminishes the entitlement of a Covered Individual as defined in Article III of this Agreement to compensation payments for total or partial permanent disability, total or partial temporary disability, Labor Code §4850 benefits, or medical treatment fully paid by the employer and otherwise provided for in Division 4 of the Labor Code. Nothing in this agreement denies to any covered employee the right to representation by counsel at all stages during this alternative and expedited resolution process.

The City and FOS negotiated this agreement by forming a partnership known as the Joint Labor Management Committee (JLMC); this committee is comprised of two (2) City staff members to be determined and designated in writing to the FOS by the City Administrator and two (2) FOS representatives to be determined and designated in writing to the City by the FOS President. The purpose of the JLMC is to develop and maintain the exclusive list of initial treatment providers, the exclusive list of Independent Medical Examiners, the list

of mediators and the list of nurse case managers; develop policy and procedures of the Alternative Dispute Resolution program; to review implementation and the progress of the program and address any issues at time frames agreed to by the committee; and to ensure that the program terms and conditions are administered in harmony with this Agreement. Additionally, the JLMC shall annually review claims data for claims administered prior to the implementation of this Agreement with claims data for claims administered under the provisions of this Agreement to ensure continuation of the program is in the best interests of all parties.

Article 1: Purpose

The purposes of this Agreement are:

- 1.1 To provide active employees and retirees claiming compensable injuries under Division 4 of the California Labor Code ("Workers' Compensation Law") with an expedited procedure to resolve disputes in accordance with the provision of this Agreement and to facilitate those employees' prompt recovery and return to work;
- 1.2 To reduce the number and severity of disputes between the City and covered employee, when those disputes relate to workers' compensation;
- 1.3 To provide workers' compensation coverage in a way that improves labor management relations, improves organizational effectiveness, and reduces costs for the City;

1.4 To provide the City and covered employees with access to nurse case managers to assist with disputes and conflict arising from medical disputes relating to workers' compensation; and

1.5 To provide the City and covered employees with access to mediators so that legal disputes can be resolved informally and more expeditiously.

1.6 These purposes will be achieved by:

1.6.1 Utilizing an exclusive list of medical providers to be the sole and exclusive source of initial treatment for covered employees, except for covered employees who have pre-designated a physician in accordance with Labor Code §4600 (d)(1);

1.6.2 Utilizing an exclusive list of medical providers to be the sole and exclusive source of medical-legal evaluations for disputed issues surrounding covered employees in accordance with Labor Code §3201.7(c); and

1.6.3 Maintaining a list of nurse case managers and mediators to assist in carrying out the purposes and goals of this Agreement.

Now, therefore, in consideration of the mutual terms, covenants and conditions herein, the parties agree as follows:

Article 2: Term of Agreement

The City and FOS enter into this Agreement with the understanding that the law authorizing this Agreement is new and evolving. The parties further understand that this Agreement governs a pilot program and that it shall become effective after it is executed by the parties, approved as applicable by the City's

self-insurance pool and/or excess carriers, submitted to the Administrative Director of the State of California, Department of Industrial Relations, Division of Workers' Compensation in accordance with Title 8, California Code of Regulations §10202(d), and accepted by the Administrative Director as evidenced by the Director's letter to the parties indicating approval of the Agreement. This Agreement shall be in effect for one year from the date of the Administrative Director's letter of acceptance to the parties. Thereafter, it shall continue and remain in force from year to year unless terminated by either party as provided for below. Any claim arising from an industrial injury sustained before the termination of this Agreement shall continue to be covered by the terms of this Agreement, until all medical issues related to the pending claim are resolved.

The parties reserve the right to terminate this Agreement at any time, by mutual agreement or by act of the Legislature. The terminating party must give sixty (60) calendar days written notice to the other party of the intent to terminate. Upon termination of this Agreement, the parties shall become fully subject to the provisions of the applicable Labor Code provisions to the same extent as they were prior to the implementation of this Agreement, except as otherwise specified herein.

Article 3: Scope of Agreement

3.1 This Agreement applies only to injuries, as defined by Workers' Compensation Law, claimed by the following referred to herein as "Covered Individuals:" 1) active employees, 2) retirees, and 3) active employees and retirees where a petition to reopen a pre-existing claim to seek new and further

disability or to reduce a prior award is filed after the effective date of this agreement. Active employees and retirees with an existing claim filed prior to the effective date of this agreement (pre-existing claim) that have not already had a medical-legal evaluation under the State's AME/QME system may request to resolve their claim under the provisions of this agreement.

Such requests should be made in writing to the City's third party claims administrator (TPA). The decision to accept a pre-existing claim into the alternative dispute resolution program will lie jointly with the City and the JLM and will be evaluated on a case-by case basis. If a request is made to utilize the alternative dispute resolution program for a pre-existing claim and that request is approved, all future disputes on said claim must be resolved according to the provisions of this agreement. If there is no agreement to include the pre-existing case, the case will remain in the statutory system. The scope of this agreement does not apply to retirees that have a future medical dispute that is outside the five-year statute of limitations or Labor Code Section §5804.

3.2 Injuries occurring and claims filed after termination of this Agreement are not covered by this Agreement.

3.3 This Agreement is restricted to 1) establishing the use of an exclusive list of initial treatment providers to be used for initial evaluation and treatment of Covered Individuals, 2) establishing the use of an exclusive list of medical providers to be used for medical and medical-legal dispute resolution of Covered Individuals, 3) establishing mediation as an option to litigation and the use of an exclusive list of mediators to be used for legal dispute resolution of Covered

Individuals, and 4) establishing a process for informal legal discovery in accordance with Article 8, and 5) establishing the use of an exclusive list of nurse case managers to be used to assist with medical treatment dispute resolution of covered employees in accordance with Labor Code §3201.7(c).

3.4 For purposes of this Agreement a “claimed injury” is one for which either 1) the Covered Individual has reported an injury to the City or 2) an Application for Adjudication of Claim has been filed with the Workers’ Compensation Appeals Board (“WCAB”).

Article 4. Initial Injury/Illness Treatment

4.1 Upon initial knowledge of a work-related injury or illness, a Covered Individual will continue to follow established City processes and procedures for reporting the injury/illness. The Covered Individual will seek treatment at the City’s designated treatment facility unless the Covered Individual has pre-designated a physician in accordance with Labor Code §4600 (d) (1).

4.2 The JLMC may create a list of approved initial treatment facilities in addition to existing facilities. Any such list must be unanimously approved by the members of the JLMC.

4.3 The JLMC will create and maintain a list of specialists for patient referral in common specialties, to include but not be limited to, orthopedics (specific to arms, shoulders, knees, back, spine/neck, and hand), cardiology, psychology, chiropractic care, acupuncture, physical therapy and functional capacity.

If the primary treating physician requests referral to a specialist and the request is approved, the City’s TPA will provide the approved list of specialists to

the referring doctor. The referring doctor may decide which specialist to refer to in consultation with the Covered Individual. If the primary treating physician desires to refer to a specialist not on the approved list for the given specialty, such request must be approved by the City's TPA. If the Covered Individual requires referral within a specialty not on the list created by the JLMC, the City's TPA must approve the specialist recommended by the treating physician. Appointments with specialists and notification of such appointments will continue to be made by the treating physician's office.

4.4 This Agreement does not constitute a Medical Provider Network ("MPN"). Physicians who act as a Covered Individual's treating physician, or have provided treatment to the Covered Individual, shall not act as the Independent Medical Examiner (IME) in the Covered Individual's claim should an IME be required pursuant to Article 5.

Article 5. Expedited Medical-Legal Process

5.1 Physicians who serve in the capacity as Independent Medical Examiner ("IME") pursuant to this Agreement will receive enhanced compensation in excess of the Official Medical Fee Schedule for services performed as outlined in the physician contract in exchange for expedited examinations and report preparation.

5.2 This Agreement does not constitute a Medical Provider Network ("MPN"). Physicians who act as a Covered Individual's treating physician, or have provided treatment to the Covered Individual shall not act as the Independent Medical Examiner (IME) in the Covered Individual's claim. Pre-designation of a

physician must comply with the requirements set forth in Labor Code section 4600(d) (1).

5.3 All Covered Individual's with a disputed medical issue as described in Section 5.5 must be evaluated by an approved physician from the exclusive list of IME's. Should the Covered Individual claim injuries requiring more than one medical specialist, the Covered Individual shall be provided an IME appointment in each area of specialty.

The JLMC will determine and maintain the exclusive list of IME's agreed upon by the parties. If the IME requires the opinion of an additional sub-specialist, the IME shall refer the Covered Individual to a physician of the IME's choice, who need not be on the IME list. The consulting specialist charges are subject to the Official Medical Fee Schedule (OMFS). The IME may not refer the Covered Individual to his/her treating physician for this purpose nor may the Covered Individual designate the specialist as his/her treating physician following the referral.

5.4 The exclusive list of IME's shall include the specialties as agreed upon by the JLMC.

5.5 An IME shall be used for all medical disputes that arise in connection with a workers' compensation claim including but not limited to determination of causation, the nature and extent of an injury, the nature and extent of permanent disability and apportionment, temporary and/or permanent work restrictions, ability to return to work (including modified duty), current and future medical

care, and resolution of all disputes arising from utilization review, pursuant to Labor Code section 4062(b).

The parties agree that the Covered Individual shall use the originally chosen IME for all subsequent disputes and injuries claimed arising under this agreement. In the event that said IME is no longer available, the parties shall utilize the next specialist on the list pursuant to Section 5.10.4, as set forth herein.

5.6 The IME process described above will be triggered when either party provides the other written notice of an objection in connection with any issues set forth in Article V paragraph E above or other mutually agreed areas of dispute from which the JLMC determines the IME would be the appropriate resolution process. Objections from the City shall be sent to the Covered Individual with a copy to the Covered Individual's legal representative if represented.

Objections from the Covered Individual or Covered Individual's legal representative shall be sent to the Covered Individual's assigned claims examiner with a copy to the City's Director of Human Resources and City's legal representative, if applicable.

5.7 Objections must be presented in writing and shall be sent within thirty (30) calendar days of receipt of a medical report or a utilization review decision addressing any of the issues set forth above. A letter delaying acceptance of the claim automatically creates a dispute; further, all denials and/or delays of benefits including a denial of the claim automatically creates a dispute. Delayed decisions based on legal issues shall not trigger the IME process. A subsequent

acceptance of the claim and/or resolution of the disputed issue may eliminate the need for completion of the dispute resolution process set forth in this Agreement.

5.8 The exclusive list of IME's shall serve as the exclusive source of medical-legal evaluations for all disputed medical issues arising from a claimed injury, unless otherwise agreed to by the JLMC in writing.

5.9 The parties hereby agree that from time to time the exclusive list of IME's may be amended. For either party to propose adding an IME to the exclusive list of medical providers, the party must provide written notice to the JLMC of its request to add a physician to the list. The JLMC must unanimously agree in writing to the addition of physicians to the IME list. A physician may be deleted from the exclusive list of medical providers only if he/she breaches the terms and conditions of his/her contract to provide services or by written mutual agreement of the members of the JLMC. The list shall be reviewed quarterly by the JLMC from the execution date of the Agreement and quarterly thereafter for additions and deletions of newly selected or deleted IME's. Any IME proposed for consideration of addition or deletion after the review period will be reviewed at the next interval review period of the JLMC unless there is a breach of the terms and conditions of the Agreement or by mutual agreement of the JLMC.

5.10 Appointments.

5.10.1 The City's TPA shall schedule appointment(s) with the IME and provide notice of the appointment within ten (10) calendar days of the date of receipt of the objection issued by any party subject to the terms and provisions of this Agreement. The notice of the appointment location, date and time shall be

sent to the Covered Individual and to his/her legal representative, if there is one. A copy of the notice shall also be provided to the City.

5.10.2 The Covered Individual shall be responsible for providing the City's TPA with his/her work schedule prior to an appointment being made so that appointments can be made, if possible, during a Covered Individual's non-working hours. If the Covered Individual is the objecting party requesting an IME appointment, the initial written objection shall contain the employee's work schedule information as well as any known dates within the 30-day scheduling window when the Covered Individual is unavailable to attend an IME appointment. If the City is the objecting party, the Covered Individual must advise the City's TPA of any known dates within the 30-day scheduling window when the Covered Individual is unavailable to attend an IME appointment within seven (7) calendar days of the date of the objection notice. This seven (7) day period shall toll the ten (10) day notice of appointment provision in Section 5.10.1. It is the Covered Individual's responsibility to identify and present his/her availability for appointments within the scheduling window. Once an appointment is set, any requests to change scheduling must be made in writing to the JLMC with the reason for the request clearly presented. Re-scheduling will only be approved in the case of unforeseen emergencies.

5.10.3 Compensation for attending medical appointments under this Agreement shall be consistent with California statutes and City policy.

5.10.4 Mileage reimbursement to covered employees shall be in accordance with Labor Code § 4600(e) (2), unless transportation is provided by the City.

5.10.5 For purposes of appointments, the City's TPA shall select the IME(s) by starting with the first name from the exclusive list of approved medical providers within the pertinent specialty, and continuing down the list, in order, until the list is exhausted, at which time the City's TPA will resume using the first name on the list.

5.10.6 The IME shall submit the medical reports thirty (30) days following examination of the employee, pursuant to the contract terms, unless a longer period of time is agreed to by the JLMC.

5.11 The City is not liable for the cost of any medical examination used to resolve the parties' disputes governed by this Agreement where said examination is furnished by a medical provider that is not authorized by this Agreement. Medical evaluations shall not be obtained outside of this Agreement for disputes covered by this agreement, notwithstanding Labor Code §4605.

5.12 Both parties shall be bound by the opinions and recommendations of the IME selected in accordance with the terms of this Agreement, subject to legal challenges brought by the parties.

5.13 Either party who receives records prepared or maintained by the treating physician(s) or records, either medical or nonmedical, that are relevant to the determination of the medical issue shall serve those records on the other party immediately upon receipt. The Covered Individual shall not unduly delay

providing authorization to obtain pertinent medical records related to the claimed injury. If one party objects to the provision of any nonmedical records to the IME, the party shall object within twenty (20) calendar days of the service of records. Objection to the provision of nonmedical records may result in the denial of the claim on the basis that the IME did not have complete and accurate information. There shall be no objection to the provision of medical records to the IME, subject to the provisions of the Labor Code.

5.14 The City's TPA shall provide to the IME records prepared or maintained by the Covered Individual's treating physician(s) and medical and nonmedical records relevant to the determination of the medical issue(s). The City's TPA shall prepare a list of all documents provided to the IME, and shall serve a copy of the list on the Covered Individual and on his/her representative, if applicable, at the time the records are provided to the IME.

5.15 All communications with the IME shall be in writing and shall be served on the opposing party. This provision does not apply to oral or written communications by the Covered Individual or, if the Covered Individual is deceased, the Covered Individual's dependent, in the course of the examination or at the request of the evaluator in connection with the examination, or to administrative communications with the IME's staff.

5.16 Ex parte communication with the IME is prohibited. If a party communicates with the IME in violation of Section(s) 5.15 and/or 5.16, the aggrieved party may elect to terminate the medical evaluation and seek a new evaluation from the next IME chosen from the list pursuant to Section 5.10.5. If a

new examination is required, the party making the communication prohibited herein may be liable for the cost, pursuant to Labor Code §5811, or as ordered by the WCAB.

5.17 If either party disputes a medical or medical-legal finding of the IME, they shall notify the other party of this dispute by way of written objection within thirty (30) calendar days of actual receipt of the IME's report. All disputes of this nature shall be resolved either by way of supplemental interrogatory and report or by way of deposition.

Article 6. Mediation

6.1 Any party subject to the provisions of this Agreement may request mediation in accordance with the provisions set forth herein. Mediation is an informal, confidential process in which a neutral party assists the other parties in understanding their own interests, the interests of the other party, and the practical and legal realities each party faces. The role of the mediator is to help the parties explore options and arrive at a mutually acceptable resolution of the dispute, if possible. The mediator will have authority to approve all settlements, awards, and orders achieved through mediation and may additionally approve non-disputed settlements reached by the parties. Such settlements, awards, and orders approved by the Mediator will be filed and recorded with the WCAB by the City's TPA, unless otherwise agreed by the parties.

6.2 Mediation is voluntary and both parties must agree to mediate a particular issue or matter in order for mediation to be successful. Mediation is strongly

encouraged by all parties to this Agreement and is the preferred first step to resolving disputes or reaching settlement of claims.

6.3 The mediation process shall be triggered when one party gives the other written notice of their desire to engage in mediation in connection with any issue including, but not limited to, any purely factual or legal defense involving a determination of causation, applicability of a presumption, whether a medical report constitutes substantial evidence, disputes involving average weekly wage or the rate of pay for Labor Code §4850 benefits, temporary disability benefits, whether an apportionment opinion is valid, disputes over a permanent disability rating, disputes over occupational group numbers, credits for claimed overpayment of benefits, determination of dependency status in death claims, penalties, issues involving alleged serious and willful misconduct, issues involving potential violations of Labor Code §132a, discovery disputes, and questions involving jurisdiction.

6.4 It is the specific intent and desire of the parties that the mediation process set forth herein be flexible and is designed as a means to resolve factual and/or legal disputes that are not amenable to resolution through the expedited medical-legal process. The potential issues listed in Section 6.3 is not meant to be all inclusive but is merely a listing of issues likely to be the most common particularly suited for mediation. Upon mutual agreement of the parties, any issue typically encountered in the California workers' compensation system can be deemed appropriate for mediation in accordance with the provisions of this Agreement.

6.5 Upon receipt of an official request to mediate, the non-requesting party shall have a period not to exceed fifteen (15) calendar days within which to either accept or reject the request to mediate. If no response is received within the fifteen (15) calendar day period, the request shall be deemed to have been rejected. Any response to a request to mediate from the City shall be sent to the Covered Individual with a copy to the Covered Individual's legal representative, if applicable. Any response to a request to mediate from the Covered Individual's legal representative shall be sent to the Covered Individual's assigned claims examiner with a copy to the City and City's legal representative, if applicable. If no response is received from either party, the requesting party is encouraged to make a verbal attempt to verify receipt of the request to mediate and confirm the other party's intent not to participate. Additionally, if the mediation request originates from the City and no response is provided, the City's TPA may assign a mediator from the list in accordance with paragraph G of this section to contact the other party to determine the reasons they feel mediation is not appropriate for the particular dispute and discuss the reasons mediation may be applicable and helpful for resolution of the particular dispute.

6.6 If both parties agree to mediate an issue or issues, within fifteen (15) calendar days of such agreement being reached, mediation of said issues will be assigned to a mediator from the approved mediator list. The JLMC will determine and maintain the exclusive list of mediators.

6.7 For purposes of selecting a mediator, the City's TPA shall select the mediator by starting with the first name from the mediator list and continuing

down the list, in order, until the list is exhausted, at which time the City's TPA shall resume using the first name on the list. The City's TPA shall notify all parties of the selection and assignment of a mediator within ten (10) calendar days of such assignment having been made.

6.8 All costs associated with the mediation shall be paid by the City.

6.9 Immediately upon selection of a mediator, the selected mediator shall be notified by the City's TPA of his/her selection. The selected mediator shall then schedule the date, time, and location of the mediation with the parties.

6.10 The mediation must take place within forty-five (45) calendar days of notification having been sent to the mediator of his/her selection, unless this time limit is waived by both parties. If the selected mediator is either unable or unwilling to schedule the mediation within this forty-five (45) calendar day period, and the time limit is not waived by both parties, a new mediator shall be selected from the mediator list from the next mediator available on the list, pursuant to the provisions of Section 6.7.

6.11 The procedure, process, format, general nature of the mediation, the issues to be mediated, and the manner in which the mediation shall be conducted will be within the sole discretion of the mediator.

6.12 Mediation briefs shall not be mandatory but are strongly recommended and shall be a useful tool to assure that the mediator fully understands the issues involved and each party's respective positions in regards to each issue.

Mediation briefs should be submitted to the mediator no later than ten (10) calendar days prior to the mediation, unless otherwise directed by the mediator.

No specific format for a mediation brief is required. Mediation briefs may be formatted and submitted as either a formal pleading or in an informal letter brief format.

6.13 A summary of the mediation shall be prepared by the mediator setting forth the specific issues presented for the mediation, a general description of how the mediation was conducted, and the length of time of the mediation.

Additionally, the mediator will complete a disposition form to be provided by the City's TPA. Copies of the mediation summary and disposition form shall be served upon the Covered Individual, the Covered Individual's legal representative, if applicable, the Covered Individual's assigned claims examiner, the City's Director of Human Resources, and the City's legal representative, if applicable. It is the responsibility of the City's TPA to provide the appropriate contact information to the mediator upon assignment of the case

6.14 If the mediation is unsuccessful at resolving the dispute, either party may seek to have the issue or issues adjudicated by the WCAB by filing a Declaration of Readiness to Proceed, in accordance with the rules and regulations governing WCAB hearings, as set forth in the Labor Code and the California Code of Regulations.

6.15 Although the mediation process is completely voluntary, it is expected that if the parties mutually agree to mediate an issue or issues, both parties shall abstain from filing a Declaration of Readiness to Proceed with respect to said issue or issues with the WCAB until completion of the mediation process, as set forth above.

Article 7: Nurse Case Management

7.1 Any party subject to the provisions of this Agreement may request the involvement of a nurse case manager in accordance with the provisions set forth herein.

7.2 The purpose of nurse case management includes, but is not limited to, coordinating and facilitating medical care for Covered Individuals, to be proactive with respect to intervention and facilitation of recovery of the Covered Individual, to assist and guide the covered employee through the medical treatment process and, if practical, assist with resolution of treatment disputes between the primary treating physician, secondary treating physicians and utilization review. The nurse case manager shall not attend the actual medical examination of the Covered Individual without consent of the individual.

7.3 A nurse case manager shall be assigned from the approved nurse case manager list. The nurse case manager list shall be developed and maintained by the JLMC.

7.4 For purposes of selecting a nurse case manager, the City's TPA shall provide the Covered Individual with the nurse case manager list within ten (10) calendar days of receipt of the request for a nurse case manager. The Covered Individual may select any nurse from the list. The Covered Individual must advise the City's TPA of his/her nurse selection within ten (10) calendar days of the distribution of the list. If the Covered Individual fails to respond, the City's TPA will attempt to make telephone contact with the Covered Individual to verify that he/she is declining to choose a nurse case manager from the list. If no

response is received or the Covered Individual affirms that he/she is declining to make a choice, the City's TPA may assign the nurse case manager of its choosing. The City's TPA shall notify all parties in writing, including the selected nurse case manager, of the selection and assignment of the nurse case manager within ten (10) calendar days of such assignment having been made.

7.5 If the selected nurse case manager is either unable or unwilling to serve as the designated nurse case manager, a new nurse case manager shall be selected from the nurse case manager list pursuant to Section 7.4.

7.6 Nurse case management reports shall be prepared as per the usual custom and practice of the designated nurse case manager and provided to the City's TPA.

7.7 All costs involved in nurse case management for a Covered Individual shall be borne by the City.

Article 8: Discovery

8.1 Covered Individual shall provide the City's TPA with fully executed medical, employment and concurrent employment releases, disclosure statement and any other documents and information reasonably necessary for the City to resolve the Covered Individual's claim, when requested. If the Covered Individual fails to return the release and it is determined that the medical information is not sufficient for the IME to provide a comprehensive evaluation, the parties shall meet to resolve the issue(s) prior to setting an evaluation, and if necessary, may elect to mediate the issue. This Article does not supplant or diminish the parties'

rights to pursue or contest discovery issues pursuant to the remedies provided in the Labor Code, through mediation or the WCAB.

8.2 This Agreement does not preclude a formal deposition of a Covered Individual or an IME when necessary. Attorney's fees for depositions of Covered Individuals shall be paid consistent with the provisions of the Labor Code. There shall be no attorney's fees for depositions of physicians or IMEs.

Article 9: General Provisions

9.1 This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

9.2 This Agreement shall be governed and construed pursuant to the laws of the State of California.

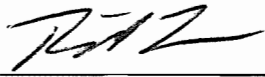
9.3 This Agreement shall not be amended, nor any provisions waived, except through the meet and confer process with approval by the FOS and City Council of the City.

9.4 If any portion of this Agreement is found to be unenforceable or illegal the remaining portions shall remain in full force and effect.

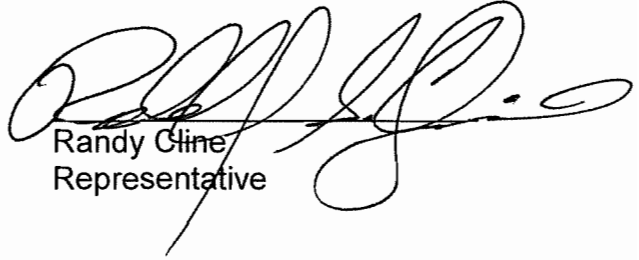
9.5 This Agreement may be executed in counterparts.

9.6 Notice required under this Agreement shall be provided to the parties as follows:

For Fire Officer Series:

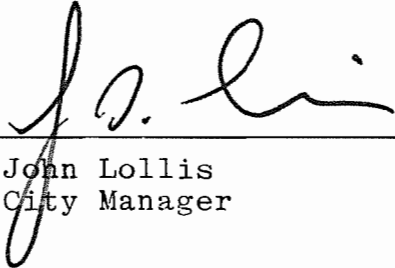


Rick Land
President

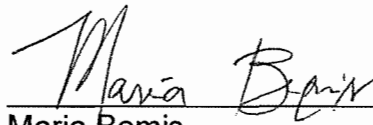


Randy Cline
Representative

For City of Porterville:



John Lollis
City Manager



Maria Bemis
Finance Director

**LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE
DISPUTE RESOLUTION AGREEMENT BETWEEN THE CITY OF
PORTERVILLE AND THE PORTERVILLE CITY FIREFIGHTER'S
ASSOCIATION**

THIS LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION AGREEMENT (Agreement) is entered into by and between the City of Porterville (City) and the Porterville City Firefighter's Association (PCFA). This Agreement is created pursuant to California Labor Code §3201.7(a) (3) (c).

Nothing in this agreement diminishes the entitlement of a Covered Individual as defined in Article III of this Agreement to compensation payments for total or partial permanent disability, total or partial temporary disability, Labor Code §4850 benefits, or medical treatment fully paid by the employer and otherwise provided for in Division 4 of the Labor Code. Nothing in this agreement denies to any covered employee the right to representation by counsel at all stages during this alternative and expedited resolution process.

The City and PCFA negotiated this agreement by forming a partnership known as the Joint Labor Management Committee (JLMC); this committee is comprised of two (2) City staff members to be determined and designated in writing to the PCFA by the City Administrator and two (2) PCFA representatives to be determined and designated in writing to the City by the PCFA President.

The purpose of the JLMC is to develop and maintain the exclusive list of initial treatment providers, the exclusive list of Independent Medical Examiners, the list of mediators and the list of nurse case managers; develop policy and procedures of the Alternative Dispute Resolution program; to review implementation and the progress of the program and address any issues at time frames agreed to by the committee; and to ensure that the program terms and conditions are administered in harmony with this Agreement. Additionally, the JLMC shall annually review claims data for claims administered prior to the implementation of this Agreement with claims data for claims administered under the provisions of this Agreement to ensure continuation of the program is in the best interests of all parties.

Article 1: Purpose

The purposes of this Agreement are:

- 1.1 To provide active employees and retirees claiming compensable injuries under Division 4 of the California Labor Code ("Workers' Compensation Law") with an expedited procedure to resolve disputes in accordance with the provision of this Agreement and to facilitate those employees' prompt recovery and return to work;
- 1.2 To reduce the number and severity of disputes between the City and covered employee, when those disputes relate to workers' compensation;

1.3 To provide workers' compensation coverage in a way that improves labor management relations, improves organizational effectiveness, and reduces costs for the City;

1.4 To provide the City and covered employees with access to nurse case managers to assist with disputes and conflict arising from medical disputes relating to workers' compensation; and

1.5 To provide the City and covered employees with access to mediators so that legal disputes can be resolved informally and more expeditiously.

1.6 These purposes will be achieved by:

1.6.1 Utilizing an exclusive list of medical providers to be the sole and exclusive source of initial treatment for covered employees, except for covered employees who have pre-designated a physician in accordance with Labor Code §4600 (d)(1);

1.6.2 Utilizing an exclusive list of medical providers to be the sole and exclusive source of medical-legal evaluations for disputed issues surrounding covered employees in accordance with Labor Code §3201.7(c); and

1.6.3 Maintaining a list of nurse case managers and mediators to assist in carrying out the purposes and goals of this Agreement.

Now, therefore, in consideration of the mutual terms, covenants and conditions herein, the parties agree as follows:

Article 2: Term of Agreement

The City and PCFA enter into this Agreement with the understanding that the law authorizing this Agreement is new and evolving. The parties further understand that this Agreement governs a pilot program and that it shall become effective after it is executed by the parties, approved as applicable by the City's self-insurance pool and/or excess carriers, submitted to the Administrative Director of the State of California, Department of Industrial Relations, Division of Workers' Compensation in accordance with Title 8, California Code of Regulations §10202(d), and accepted by the Administrative Director as evidenced by the Director's letter to the parties indicating approval of the Agreement. This Agreement shall be in effect for one year from the date of the Administrative Director's letter of acceptance to the parties. Thereafter, it shall continue and remain in force from year to year unless terminated by either party as provided for below. Any claim arising from an industrial injury sustained before the termination of this Agreement shall continue to be covered by the terms of this Agreement, until all medical issues related to the pending claim are resolved.

The parties reserve the right to terminate this Agreement at any time, by mutual agreement or by act of the Legislature. The terminating party must give sixty (60) calendar days written notice to the other party of the intent to terminate. Upon termination of this Agreement, the parties shall become fully subject to the provisions of the applicable Labor Code provisions to the same extent as they were prior to the implementation of this Agreement, except as otherwise specified herein.

Article 3: Scope of Agreement

3.1 This Agreement applies only to injuries, as defined by Workers' Compensation Law, claimed by the following referred to herein as "Covered Individuals:" 1) active employees, 2) retirees, and 3) active employees and retirees where a petition to reopen a pre-existing claim to seek new and further disability or to reduce a prior award is filed after the effective date of this agreement. Active employees and retirees with an existing claim filed prior to the effective date of this agreement (pre-existing claim) that have not already had a medical-legal evaluation under the State's AME/QME system may request to resolve their claim under the provisions of this agreement.

Such requests should be made in writing to the City's third party claims administrator (TPA). The decision to accept a pre-existing claim into the alternative dispute resolution program will lie jointly with the City and the JLMC and will be evaluated on a case-by-case basis. If a request is made to utilize the alternative dispute resolution program for a pre-existing claim and that request is approved, all future disputes on said claim must be resolved according to the provisions of this agreement. If there is no agreement to include a pre-existing case, the case will remain in the statutory system. The scope of this agreement does not apply to retirees that have a future medical dispute that is outside the five-year statute of limitations or Labor Code Section §5804.

3.2 Injuries occurring and claims filed after termination of this Agreement are not covered by this Agreement.

3.3 This Agreement is restricted to 1) establishing the use of an exclusive list of initial treatment providers to be used for initial evaluation and treatment of

Covered Individuals, 2) establishing the use of an exclusive list of medical providers to be used for medical and medical-legal dispute resolution of Covered Individuals, 3) establishing mediation as an option to litigation and the use of an exclusive list of mediators to be used for legal dispute resolution of Covered Individuals, and 4) establishing a process for informal legal discovery in accordance with Article 8, and 5) establishing the use of an exclusive list of nurse case managers to be used to assist with medical treatment dispute resolution of covered employees in accordance with Labor Code §3201.7(c).

3.4 For purposes of this Agreement a “claimed injury” is one for which either 1) the Covered Individual has reported an injury to the City or 2) an Application for Adjudication of Claim has been filed with the Workers’ Compensation Appeals Board (“WCAB”).

Article 4. Initial Injury/Illness Treatment

4.1 Upon initial knowledge of a work-related injury or illness, a Covered Individual will continue to follow established City processes and procedures for reporting the injury/illness. The Covered Individual will seek treatment at the City’s designated treatment facility unless the Covered Individual has pre-designated a physician in accordance with Labor Code §4600 (d) (1).

4.2 The JLMC may create a list of approved initial treatment facilities in addition to existing facilities. Any such list must be unanimously approved by the members of the JLMC.

4.3 The JLMC will create and maintain a list of specialists for patient referral in common specialties, to include but not be limited to, orthopedics (specific to

arms, shoulders, knees, back, spine/neck, and hand), cardiology, psychology, chiropractic care, acupuncture, physical therapy and functional capacity.

If the primary treating physician requests referral to a specialist and the request is approved, the City's TPA will provide the approved list of specialists to the referring doctor. The referring doctor may decide which specialist to refer to in consultation with the Covered Individual. If the primary treating physician desires to refer to a specialist not on the approved list for the given specialty, such request must be approved by the City's TPA. If the Covered Individual requires referral within a specialty not on the list created by the JLMC, the City's TPA must approve the specialist recommended by the treating physician. Appointments with specialists and notification of such appointments will continue to be made by the treating physician's office.

4.4 This Agreement does not constitute a Medical Provider Network ("MPN"). Physicians who act as a Covered Individual's treating physician, or have provided treatment to the Covered Individual, shall not act as the Independent Medical Examiner (IME) in the Covered Individual's claim should an IME be required pursuant to Article 5.

Article 5. Expedited Medical-Legal Process

5.1 Physicians who serve in the capacity as Independent Medical Examiner ("IME") pursuant to this Agreement will receive enhanced compensation in excess of the Official Medical Fee Schedule for services performed as outlined in the physician contract in exchange for expedited examinations and report preparation.

5.2 This Agreement does not constitute a Medical Provider Network ("MPN"). Physicians who act as a Covered Individual's treating physician, or have provided treatment to the Covered Individual shall not act as the Independent Medical Examiner (IME) in the Covered Individual's claim. Pre-designation of a physician must comply with the requirements set forth in Labor Code section 4600(d) (1).

5.3 All Covered Individual's with a disputed medical issue as described in Section 5.5 must be evaluated by an approved physician from the exclusive list of IME's. Should the Covered Individual claim injuries requiring more than one medical specialist, the Covered Individual shall be provided an IME appointment in each area of specialty.

The JLMC will determine and maintain the exclusive list of IME's agreed upon by the parties. If the IME requires the opinion of an additional sub-specialist, the IME shall refer the Covered Individual to a physician of the IME's choice, who need not be on the IME list. The consulting specialist charges are subject to the Official Medical Fee Schedule (OMFS). The IME may not refer the Covered Individual to his/her treating physician for this purpose nor may the Covered Individual designate the specialist as his/her treating physician following the referral.

5.4 The exclusive list of IME's shall include the specialties as agreed upon by the JLMC.

5.5 An IME shall be used for all medical disputes that arise in connection with a workers' compensation claim including but not limited to determination of

causation, the nature and extent of an injury, the nature and extent of permanent disability and apportionment, temporary and/or permanent work restrictions, ability to return to work (including modified duty), current and future medical care, and resolution of all disputes arising from utilization review, pursuant to Labor Code section 4062(b).

The parties agree that the Covered Individual shall use the originally chosen IME for all subsequent disputes and injuries claimed arising under this agreement. In the event that said IME is no longer available, the parties shall utilize the next specialist on the list pursuant to Section 5.10.4, as set forth herein.

5.6 The IME process described above will be triggered when either party provides the other written notice of an objection in connection with any issues set forth in Article V paragraph E above or other mutually agreed areas of dispute from which the JLMC determines the IME would be the appropriate resolution process. Objections from the City shall be sent to the Covered Individual with a copy to the Covered Individual's legal representative if represented.

Objections from the Covered Individual or Covered Individual's legal representative shall be sent to the Covered Individual's assigned claims examiner with a copy to the City's Director of Human Resources and City's legal representative, if applicable.

5.7 Objections must be presented in writing and shall be sent within thirty (30) calendar days of receipt of a medical report or a utilization review decision addressing any of the issues set forth above. A letter delaying acceptance of the

claim automatically creates a dispute; further, all denials and/or delays of benefits including a denial of the claim automatically creates a dispute. Delayed decisions based on legal issues shall not trigger the IME process. A subsequent acceptance of the claim and/or resolution of the disputed issue may eliminate the need for completion of the dispute resolution process set forth in this Agreement.

5.8 The exclusive list of IME's shall serve as the exclusive source of medical-legal evaluations for all disputed medical issues arising from a claimed injury, unless otherwise agreed to by the JLMC in writing.

5.9 The parties hereby agree that from time to time the exclusive list of IME's may be amended. For either party to propose adding an IME to the exclusive list of medical providers, the party must provide written notice to the JLMC of its request to add a physician to the list. The JLMC must unanimously agree in writing to the addition of physicians to the IME list. A physician may be deleted from the exclusive list of medical providers only if he/she breaches the terms and conditions of his/her contract to provide services or by written mutual agreement of the members of the JLMC. The list shall be reviewed quarterly by the JLMC from the execution date of the Agreement and quarterly thereafter for additions and deletions of newly selected or deleted IME's. Any IME proposed for consideration of addition or deletion after the review period will be reviewed at the next interval review period of the JLMC unless there is a breach of the terms and conditions of the Agreement or by mutual agreement of the JLMC.

5.10 Appointments.

5.10.1 The City's TPA shall schedule appointment(s) with the IME and provide notice of the appointment within ten (10) calendar days of the date of receipt of the objection issued by any party subject to the terms and provisions of this Agreement. The notice of the appointment location, date and time shall be sent to the Covered Individual and to his/her legal representative, if there is one. A copy of the notice shall also be provided to the City.

5.10.2 The Covered Individual shall be responsible for providing the City's TPA with his/her work schedule prior to an appointment being made so that appointments can be made, if possible, during a Covered Individual's non-working hours. If the Covered Individual is the objecting party requesting an IME appointment, the initial written objection shall contain the employee's work schedule information as well as any known dates within the 30-day scheduling window when the Covered Individual is unavailable to attend an IME appointment. If the City is the objecting party, the Covered Individual must advise the City's TPA of any known dates within the 30-day scheduling window when the Covered Individual is unavailable to attend an IME appointment within seven (7) calendar days of the date of the objection notice. This seven (7) day period shall toll the ten (10) day notice of appointment provision in Section 5.10.1. It is the Covered Individual's responsibility to identify and present his/her availability for appointments within the scheduling window. Once an appointment is set, any requests to change scheduling must be made in writing to the JLMC with the reason for the request clearly presented. Re-scheduling will only be approved in the case of unforeseen emergencies.

5.10.3 Compensation for attending medical appointments under this Agreement shall be consistent with California statutes and City policy.

5.10.4 Mileage reimbursement to covered employees shall be in accordance with Labor Code § 4600(e) (2), unless transportation is provided by the City.

5.10.5 For purposes of appointments, the City's TPA shall select the IME(s) by starting with the first name from the exclusive list of approved medical providers within the pertinent specialty, and continuing down the list, in order, until the list is exhausted, at which time the City's TPA will resume using the first name on the list.

5.10.6 The IME shall submit the medical reports thirty (30) days following examination of the employee, pursuant to the contract terms, unless a longer period of time is agreed to by the JLMC.

5.11 The City is not liable for the cost of any medical examination used to resolve the parties' disputes governed by this Agreement where said examination is furnished by a medical provider that is not authorized by this Agreement.

Medical evaluations shall not be obtained outside of this Agreement for disputes covered by this agreement, notwithstanding Labor Code §4605.

5.12 Both parties shall be bound by the opinions and recommendations of the IME selected in accordance with the terms of this Agreement, subject to legal challenges brought by the parties.

5.13 Either party who receives records prepared or maintained by the treating physician(s) or records, either medical or nonmedical, that are relevant to the

determination of the medical issue shall serve those records on the other party immediately upon receipt. The Covered Individual shall not unduly delay providing authorization to obtain pertinent medical records related to the claimed injury. If one party objects to the provision of any nonmedical records to the IME, the party shall object within twenty (20) calendar days of the service of records. Objection to the provision of nonmedical records may result in the denial of the claim on the basis that the IME did not have complete and accurate information. There shall be no objection to the provision of medical records to the IME, subject to the provisions of the Labor Code.

5.14 The City's TPA shall provide to the IME records prepared or maintained by the Covered Individual's treating physician(s) and medical and nonmedical records relevant to the determination of the medical issue(s). The City's TPA shall prepare a list of all documents provided to the IME, and shall serve a copy of the list on the Covered Individual and on his/her representative, if applicable, at the time the records are provided to the IME.

5.15 All communications with the IME shall be in writing and shall be served on the opposing party. This provision does not apply to oral or written communications by the Covered Individual or, if the Covered Individual is deceased, the Covered Individual's dependent, in the course of the examination or at the request of the evaluator in connection with the examination, or to administrative communications with the IME's staff.

5.16 Ex parte communication with the IME is prohibited. If a party communicates with the IME in violation of Section(s) 5.15 and/or 5.16, the

aggrieved party may elect to terminate the medical evaluation and seek a new evaluation from the next IME chosen from the list pursuant to Section 5.10.5. If a new examination is required, the party making the communication prohibited herein may be liable for the cost, pursuant to Labor Code §5811, or as ordered by the WCAB.

5.17 If either party disputes a medical or medical-legal finding of the IME, they shall notify the other party of this dispute by way of written objection within thirty (30) calendar days of actual receipt of the IME's report. All disputes of this nature shall be resolved either by way of supplemental interrogatory and report or by way of deposition.

Article 6. Mediation

6.1 Any party subject to the provisions of this Agreement may request mediation in accordance with the provisions set forth herein. Mediation is an informal, confidential process in which a neutral party assists the other parties in understanding their own interests, the interests of the other party, and the practical and legal realities each party faces. The role of the mediator is to help the parties explore options and arrive at a mutually acceptable resolution of the dispute, if possible. The mediator will have authority to approve all settlements, awards, and orders achieved through mediation and may additionally approve non-disputed settlements reached by the parties. Such settlements, awards, and orders approved by the Mediator will be filed and recorded with the WCAB by the City's TPA, unless otherwise agreed by the parties.

6.2 Mediation is voluntary and both parties must agree to mediate a particular issue or matter in order for mediation to be successful. Mediation is strongly encouraged by all parties to this Agreement and is the preferred first step to resolving disputes or reaching settlement of claims.

6.3 The mediation process shall be triggered when one party gives the other written notice of their desire to engage in mediation in connection with any issue including, but not limited to, any purely factual or legal defense involving a determination of causation, applicability of a presumption, whether a medical report constitutes substantial evidence, disputes involving average weekly wage or the rate of pay for Labor Code §4850 benefits, temporary disability benefits, whether an apportionment opinion is valid, disputes over a permanent disability rating, disputes over occupational group numbers, credits for claimed overpayment of benefits, determination of dependency status in death claims, penalties, issues involving alleged serious and willful misconduct, issues involving potential violations of Labor Code §132a, discovery disputes, and questions involving jurisdiction.

6.4 It is the specific intent and desire of the parties that the mediation process set forth herein be flexible and is designed as a means to resolve factual and/or legal disputes that are not amenable to resolution through the expedited medical-legal process. The potential issues listed in Section 6.3 is not meant to be all inclusive but is merely a listing of issues likely to be the most common particularly suited for mediation. Upon mutual agreement of the parties, any issue typically encountered in the California workers' compensation system can be

deemed appropriate for mediation in accordance with the provisions of this Agreement.

6.5 Upon receipt of an official request to mediate, the non-requesting party shall have a period not to exceed fifteen (15) calendar days within which to either accept or reject the request to mediate. If no response is received within the fifteen (15) calendar day period, the request shall be deemed to have been rejected. Any response to a request to mediate from the City shall be sent to the Covered Individual with a copy to the Covered Individual's legal representative, if applicable. Any response to a request to mediate from the Covered Individual's legal representative shall be sent to the Covered Individual's assigned claims examiner with a copy to the City and City's legal representative, if applicable. If no response is received from either party, the requesting party is encouraged to make a verbal attempt to verify receipt of the request to mediate and confirm the other party's intent not to participate. Additionally, if the mediation request originates from the City and no response is provided, the City's TPA may assign a mediator from the list in accordance with paragraph G of this section to contact the other party to determine the reasons they feel mediation is not appropriate for the particular dispute and discuss the reasons mediation may be applicable and helpful for resolution of the particular dispute.

6.6 If both parties agree to mediate an issue or issues, within fifteen (15) calendar days of such agreement being reached, mediation of said issues will be assigned to a mediator from the approved mediator list. The JLMC will determine and maintain the exclusive list of mediators.

6.7 For purposes of selecting a mediator, the City's TPA shall select the mediator by starting with the first name from the mediator list and continuing down the list, in order, until the list is exhausted, at which time the City's TPA shall resume using the first name on the list. The City's TPA shall notify all parties of the selection and assignment of a mediator within ten (10) calendar days of such assignment having been made.

6.8 All costs associated with the mediation shall be paid by the City.

6.9 Immediately upon selection of a mediator, the selected mediator shall be notified by the City's TPA of his/her selection. The selected mediator shall then schedule the date, time, and location of the mediation with the parties.

6.10 The mediation must take place within forty-five (45) calendar days of notification having been sent to the mediator of his/her selection, unless this time limit is waived by both parties. If the selected mediator is either unable or unwilling to schedule the mediation within this forty-five (45) calendar day period, and the time limit is not waived by both parties, a new mediator shall be selected from the mediator list from the next mediator available on the list, pursuant to the provisions of Section 6.7.

6.11 The procedure, process, format, general nature of the mediation, the issues to be mediated, and the manner in which the mediation shall be conducted will be within the sole discretion of the mediator.

6.12 Mediation briefs shall not be mandatory but are strongly recommended and shall be a useful tool to assure that the mediator fully understands the issues involved and each party's respective positions in regards to each issue.

Mediation briefs should be submitted to the mediator no later than ten (10) calendar days prior to the mediation, unless otherwise directed by the mediator. No specific format for a mediation brief is required. Mediation briefs may be formatted and submitted as either a formal pleading or in an informal letter brief format.

6.13 A summary of the mediation shall be prepared by the mediator setting forth the specific issues presented for the mediation, a general description of how the mediation was conducted, and the length of time of the mediation.

Additionally, the mediator will complete a disposition form to be provided by the City's TPA. Copies of the mediation summary and disposition form shall be served upon the Covered Individual, the Covered Individual's legal representative, if applicable, the Covered Individual's assigned claims examiner, the City's Director of Human Resources, and the City's legal representative, if applicable. It is the responsibility of the City's TPA to provide the appropriate contact information to the mediator upon assignment of the case

6.14 If the mediation is unsuccessful at resolving the dispute, either party may seek to have the issue or issues adjudicated by the WCAB by filing a Declaration of Readiness to Proceed, in accordance with the rules and regulations governing WCAB hearings, as set forth in the Labor Code and the California Code of Regulations.

6.15 Although the mediation process is completely voluntary, it is expected that if the parties mutually agree to mediate an issue or issues, both parties shall abstain from filing a Declaration of Readiness to Proceed with respect to said

issue or issues with the WCAB until completion of the mediation process, as set forth above.

Article 7: Nurse Case Management

7.1 Any party subject to the provisions of this Agreement may request the involvement of a nurse case manager in accordance with the provisions set forth herein.

7.2 The purpose of nurse case management includes, but is not limited to, coordinating and facilitating medical care for Covered Individuals, to be proactive with respect to intervention and facilitation of recovery of the Covered Individual, to assist and guide the covered employee through the medical treatment process and, if practical, assist with resolution of treatment disputes between the primary treating physician, secondary treating physicians and utilization review. The nurse case manager shall not attend the actual medical examination of the Covered Individual without consent of the individual.

7.3 A nurse case manager shall be assigned from the approved nurse case manager list. The nurse case manager list shall be developed and maintained by the JLMC.

7.4 For purposes of selecting a nurse case manager, the City's TPA shall provide the Covered Individual with the nurse case manager list within ten (10) calendar days of receipt of the request for a nurse case manager. The Covered Individual may select any nurse from the list. The Covered Individual must advise the City's TPA of his/her nurse selection within ten (10) calendar days of the distribution of the list. If the Covered Individual fails to respond, the City's

TPA will attempt to make telephone contact with the Covered Individual to verify that he/she is declining to choose a nurse case manager from the list. If no response is received or the Covered Individual affirms that he/she is declining to make a choice, the City's TPA may assign the nurse case manager of its choosing. The City's TPA shall notify all parties in writing, including the selected nurse case manager, of the selection and assignment of the nurse case manager within ten (10) calendar days of such assignment having been made.

7.5 If the selected nurse case manager is either unable or unwilling to serve as the designated nurse case manager, a new nurse case manager shall be selected from the nurse case manager list pursuant to Section 7.4.

7.6 Nurse case management reports shall be prepared as per the usual custom and practice of the designated nurse case manager and provided to the City's TPA.

7.7 All costs involved in nurse case management for a Covered Individual shall be borne by the City.

Article 8: Discovery

8.1 Covered Individual shall provide the City's TPA with fully executed medical, employment and concurrent employment releases, disclosure statement and any other documents and information reasonably necessary for the City to resolve the Covered Individual's claim, when requested. If the Covered Individual fails to return the release and it is determined that the medical information is not sufficient for the IME to provide a comprehensive evaluation, the parties shall meet to resolve the issue(s) prior to setting an evaluation, and if necessary, may

elect to mediate the issue. This Article does not supplant or diminish the parties' rights to pursue or contest discovery issues pursuant to the remedies provided in the Labor Code, through mediation or the WCAB.

8.2 This Agreement does not preclude a formal deposition of a Covered Individual or an IME when necessary. Attorney's fees for depositions of Covered Individuals shall be paid consistent with the provisions of the Labor Code. There shall be no attorney's fees for depositions of physicians or IMEs.

Article 9: General Provisions

9.1 This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

9.2 This Agreement shall be governed and construed pursuant to the laws of the State of California.

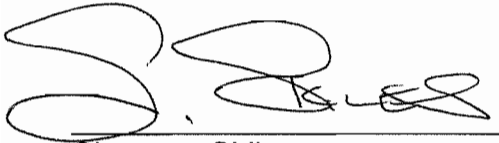
9.3 This Agreement shall not be amended, nor any provisions waived, except through the meet and confer process with approval by the PCFA and City Council of the City.

9.4 If any portion of this Agreement is found to be unenforceable or illegal the remaining portions shall remain in full force and effect.

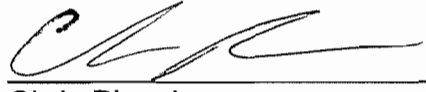
9.5 This Agreement may be executed in counterparts.

9.6 Notice required under this Agreement shall be provided to the parties as follows:

For Porterville City Firefighters Association:

A handwritten signature in black ink, appearing to read 'Shannon Skiles', written over a horizontal line.

Shannon Skiles
Representative

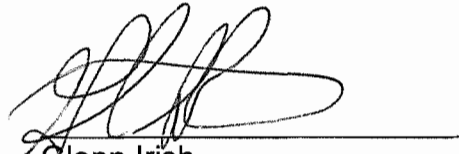
A handwritten signature in black ink, appearing to read 'Chris Pisani', written over a horizontal line.

Chris Pisani
Representative

For City of Porterville:

A handwritten signature in black ink, appearing to read 'Patrice Hildreth', written over a horizontal line.

Patrice Hildreth
Administrative Services Director

A handwritten signature in black ink, appearing to read 'Glenn Irish', written over a horizontal line.

Glenn Irish
Fire Chief



CITY COUNCIL AGENDA – JUNE 16, 2015

SUBJECT: State OHV Grant Award and Park Operating Hours

SOURCE: Parks and Leisure Services

COMMENT: Staff was recently notified that the City was awarded the full amount of the submitted application for the 2015-16 State Off-Highway Vehicle Grant Funds grant. The Ground Operations application was for \$158,487, of which \$117,281 is the grant award and \$41,206 will come from a local match.

The Ground Operations activity is for the annual ongoing maintenance and operational enterprise including staff, equipment, materials and supplies. The local match for the grant is comprised of volunteer efforts, administrative services, and general fund revenue anticipated within the Parks and Leisure Services operational budget.

Due to the City's new mandatory watering restrictions that prohibit outdoor watering on Fridays, the OHV Park would need to be closed on Saturdays, as it is necessary to run water both the day prior to, as well as the day of, the park being open to properly prepare the multiple tracks. Though not technically landscaping, the use of potable water to prepare the tracks and control dust may be perceived as a violation of the outdoor watering restrictions. The park has historically been open Saturdays and Sundays 8:00 a.m.- 1:00 p.m., and sometimes open Wednesdays 3:30 p.m. to dusk. A decrease in revenue is expected, as past history shows Saturday being a more popular day to ride than Wednesday.

Closure of the OHV Park on Saturdays could have an adverse effect on potential responses to the soon-planned RFP for contract operations. Additionally, San Joaquin Valley Air Pollution Control District requirements may not be met without watering due to the inability to manage dust mitigation.

RECOMMENDATION: That the City Council:

1. Provide direction for modification of the OHV Park's operating hours.

ATTACHMENTS:

Appropriated/Funded: MB

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager