



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
APRIL 19, 2022, 5:30 PM**

Pursuant to the provisions of Assembly Bill 361, signed into law by Governor Newsom on September 16, 2021, and in an effort to protect public health and slow the rate of transmission of COVID-19, the City of Porterville is allowing for and encouraging electronic participation at City Council Meetings. Until further notice, Porterville City Council Meetings will be live streamed on YouTube at <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>

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

Topic: City of Porterville - City Council Meeting of April 19, 2022

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/83197864437?pwd=eXRTazViWTRlRTNtREJ6T0xiUEZLZz09>

Or via Telephone: **1-669-900-6833** Webinar ID: **831 9786 4437** Passcode: **080928**

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 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Patrice Hildreth. Employee Organizations: Porterville Peace Officers Association, Management & Confidential Series, Porterville City Employees Association, Public Safety Support Unit, Porterville City Firefighters Association, Fire Officer Series, and all unrepresented management employees.

2 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Reyes Soto v. California Department of Transportation et al., Sacramento County Superior Court, Case No. 34-2022-00316708-CU-PO-GDS.

3 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Eight (8) cases in which facts are not yet known to potential plaintiff.

4 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One (1) case.

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

Pledge of Allegiance Led by Mayor Martha A. Flores

Invocation

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.

AB 1234 REPORTS

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

- 1 - Tule River Improvement Joint Powers Authority (TRIIPA) - April 4, 2022
- 2 - Local Initiatives Navigation Center (LINC) Committee - April 6, 2022
- 3 - Eastern Tulare Groundwater Sustainability Agency (ETGSA) Board - April 7, 2022
- 4 - Tulare County Association of Governments (TCAG) - Tule River Tribe ATP Plan Reservation Walking Audit - April 8, 2022
- 5 - TCAG California Transportation Commission Town Hall - April 13, 2022
- 6 - Casino Relocation Committee - April 14, 2022
- 7 - Tulare County Association of Governments (TCAG)/Tulare County Transportation Authority (TCTA) - April 18, 2022
- 8 - Tulare County Regional Transit Agency (TCRTA) - April 18, 2022

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 - April 7, 2022
 2. Library & Literacy Commission - April 12, 2022
 3. Arts Commission
 4. Animal Control Commission
 5. Youth Commission - April 13, 2022
 6. Transactions and Use Tax Oversight Committee (TUTOC)

II. Staff Informational Reports

1. Water Conservation Phase IV Status Update - March 2022

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. **Authorize Purchase of Bookends for the Temporary Library**
Re: Consideration to authorize the purchase of bookends for the temporary library from Demco utilizing fire insurance funds in the amount of \$6,600.00 plus the applicable sales tax.
2. **Authorization to Advertise for Bids - Animal Shelter**
Re: Consider approval of staff's recommended Plans and Project Manual for the Animal Shelter Project; authorize staff to advertise for bids on the project; and authorize the Finance Director to appropriate \$4,850,000 from ARPA funds, \$500,000 in Land Sale Revenue, \$1,300,000 from Donations, \$300,000 from Local Transportation Funds, and up to \$550,000 in Measure R Alternative Transportation Funds, to fully fund the project.
3. **Request for Approval to Enter into an Agreement with Charter Communications for Fiber Internet Service**
Re: Consideration to authorize staff to enter into an agreement with Charter Communications to provide 200 Mbps fiber internet service for a term of three years at a total cost of \$64,728.00.
4. **Selection of On-Call Engineering and Surveying Services Consultants**
Re: Consideration to authorize staff to negotiate on-call contracts for engineering services with 4Creeks, Inc., Dee Jasper & Associates, Inc., and Quad Knopf, Inc. (QK); and negotiate on-call contracts for surveying services with 4Creeks, Inc., Dee Jasper & Associates, Inc., QK, and Diversified Project Services International (DSPi).
5. **Reimbursement Shared Drive Approach - 99 W. Putnam Avenue (Formerly 215 N. D Street)**
Re: Consideration to approve the reimbursement to Sequoia Imaging Group in the amount of \$8,925 from Miscellaneous Concrete Funds.
6. **Fallen Heroes Memorial Wall**
Re: Consideration to adopt the draft Fallen Heroes Memorial Wall Policy.
7. **Intent to Set a Public Hearing to Consider Annual Adjustment of Fees by Application of the Engineering News-Record Cost Index**
Re: Consideration to set a Public Hearing for June 21, 2022, for consideration to implement the City's Impact Fee consistent with the ENR Cost Index.
8. **Community Civic Event - Bethel Assembly of God - Blessings of Liberty Freedom Rally - April 23, 2022**

Re: Consider approval of the Community Civic Event application from Bethel Assembly of God for a permit to hold the "Blessings of Liberty Freedom Rally" on April 23, 2022.

9. Reaffirm Conditions of State Assembly Bill 361 to Continue Remote Attendance at Public Meetings

Re: Consider adoption of a draft Resolution consistent with AB 361 to continue to allow remote attendance at public meetings.

10. Status and Review of Local Emergency: Drought

Re: Considering approval of the continuance of the Declaration of Local Emergency.

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

PUBLIC HEARINGS

11. Community Development Block Grant Substantial Amendment to the 2021/2022 Action Plan

Re: Consider adoption of the draft Resolution approving the proposed Community Development Block Grant Substantial Amendment to the 2021/2022 Action Plan.

12. Community Development Block Grant 2022-2023 Action Plan

Re: Consider the adoption of a draft Resolution approving the 2022/23 Action Plan for use of CDBG entitlement funds.

SCHEDULED MATTERS

13. Resolution and Letter of Support for Tule River Tribe Water Settlement Legislation

Re: Consideration of a draft Resolution and Letter of Support for the Tule River Tribe Water Settlement legislation.

14. Tulare County Association of Governments Public Transit Representative

Re: Consideration of nomination(s) to the Council of Cities for the positions of Public Transit Representative and/or Alternate on the TCAG Board of Directors.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT - to the meeting of May 3, 2022

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 City Council Agenda April 19, 2022

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 – APRIL 19, 2022

SUBJECT: 1. Water Conservation Phase IV Status Update - March 2022

SOURCE: Public Works

COMMENT: Information Only

RECOMMENDATION: The City has continued to implement an active water conservation approach, both conserving and providing flexibility to the community. The City transitioned from Phase III to Phase IV of the City's Water Conservation Plan as of December 1, 2021. The Water Conservation Plan applies to all municipal water users within or outside city limits.

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

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

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day in which the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City will be responding to enforcement by issuing a Notice of Violation for all witnessed occurrences and staff will be processing all reported issues. Enforcement statistics for the month of March 2022 show that a total of eight notices of violation were issued for water wasting, and one Administrative Citation was issued.

Water production for March 2022 shows a seventeen percent (17%) increase from the 5-year average. The monthly production for March was 220 million gallons, which is a five percent (5%) increase in comparison to the monthly production for March 2013 of 209 million gallons. Residential consumption for March 2022 was 82 gallons per capita per day (GPCD).

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. City Staff will be evaluating conservation totals in two formats: 1) Calculate the cumulative conservation totals for production as compared to production in 2013; and 2) Calculate cumulative conservation totals in relation to GPCD, in efforts to evaluate population growth impacts on production as compared to 2013. The cumulative total of production for the City of Porterville's conservation efforts will reflect June 2015 through March 2022. Porterville's cumulative total production conservation through March 2022 is twenty percent (20%). The cumulative total of GPCD for the City of Porterville's conservation efforts will reflect June 2015 through March 2022. Porterville's cumulative total GPCD conservation through March 2022 is twenty-four percent (24%).

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

The State Water Board continues to require monthly reporting to track what agencies are doing and how they perform throughout the year. Proposed permanent regulations will require agency reporting to continue monitoring the performance of urban water conservation with a preparedness to implement conservation standards as necessary. California Governor Gavin Newsom signed into effect Executive Order N-10-21 on July 8, 2021, urging all Californians to voluntarily reduce their water use by fifteen percent (15%) compared to their prior-year levels due to

extended excessive drought conditions. Water production for the city system shows an eight percent (8%) increase from March 2021 to March 2022.

ATTACHMENTS:

1. Monthly Production Status March 2022
2. Monthly Production Status GPCD March 2022
3. Drought Response Phase IV Flyer

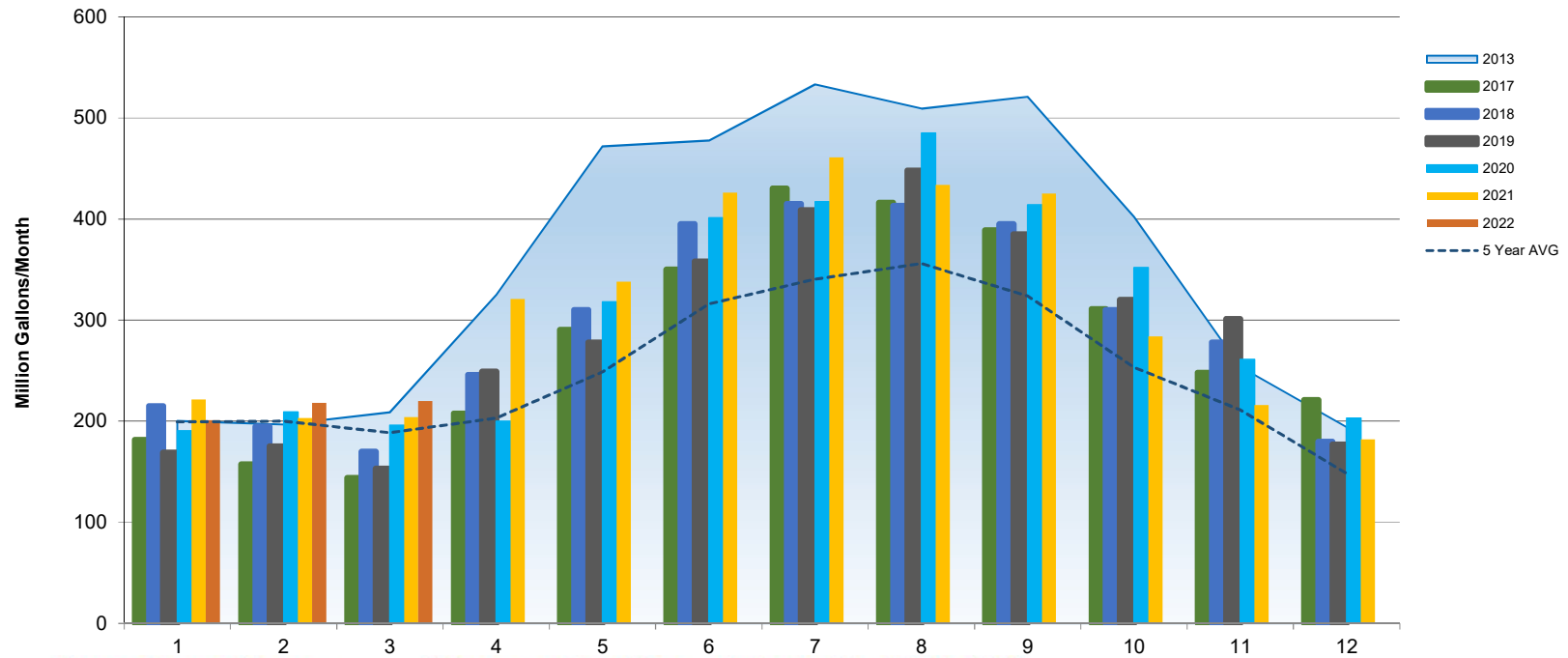
Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

**Monthly Production Status & Cumulative Total June 2015 Through
March 2022 Production Comparison to 2013 & 5 Year Average**

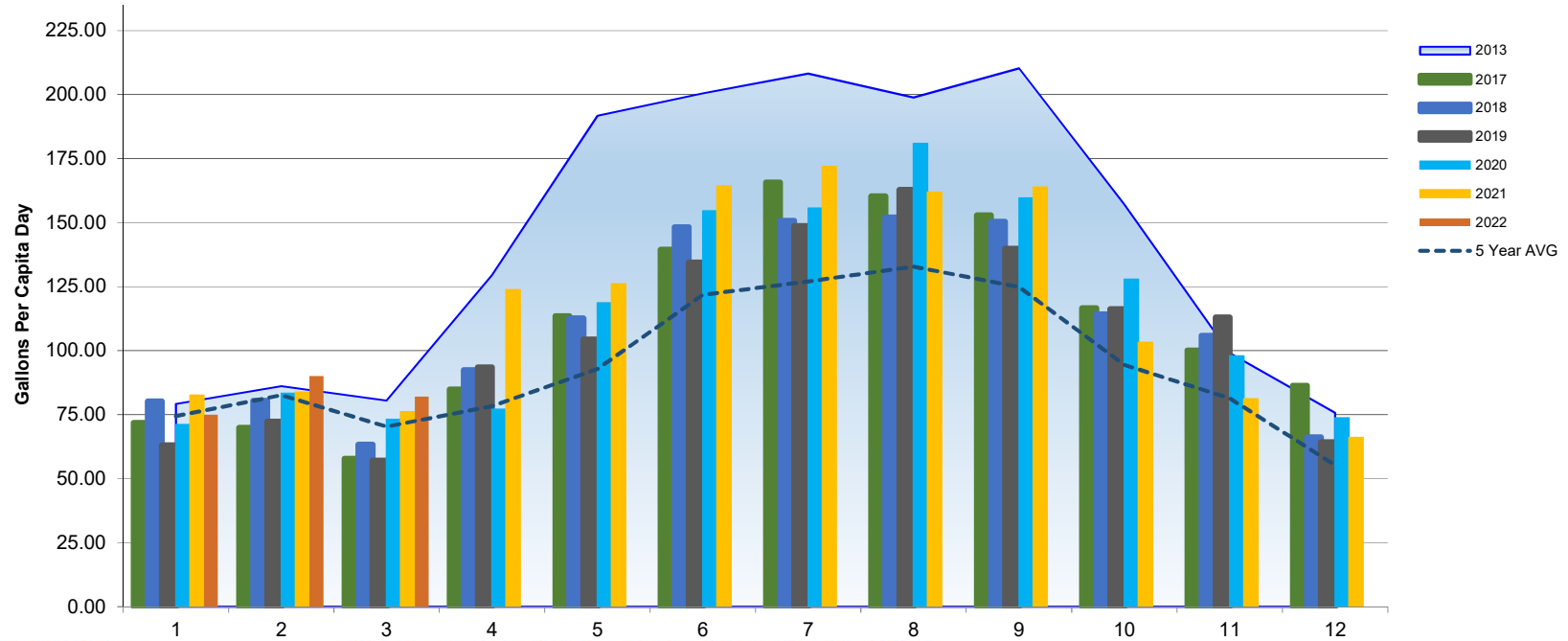


Production Cumulative Total 20.3%

	1	2	3	4	5	6	7	8	9	10	11	12
2017	-9%	-20%	-31%	-36%	-38%	-27%	-19%	-18%	-25%	-23%	-2%	14%
2018	1%	-7%	-13%	-29%	-39%	-26%	-25%	-24%	-29%	-27%	7%	-13%
2019	16%	-11%	-27%	-23%	-41%	-25%	-23%	-12%	-26%	-20%	19%	-9%
2020	-5%	6%	-6%	-38%	-33%	-16%	-22%	-5%	-21%	-13%	3%	5%
2021	11%	3%	-2%	-1%	-28%	-11%	-14%	-15%	-18%	-29%	-15%	-6%
2022	-9%	7%	8%									

Percent Comparison to 2013 Production

**Monthly Production Status & Cumulative Total June 2015 Through
March 2022 Gallon Per Capita Day Comparison to 2013 & 5 Year Average**



GPCD

Cumulative Total 24.5%

	2017	-9%	-19%	-28%	-34%	-41%	-30%	-20%	-19%	-27%	-26%	1%	14%
	2018	1%	-7%	-21%	-29%	-41%	-26%	-28%	-24%	-29%	-27%	7%	-13%
	2019	-20%	-16%	-29%	-28%	-46%	-33%	-29%	-18%	-33%	-26%	14%	-15%
	2020	-10%	-3%	-9%	-40%	-38%	-23%	-25%	-9%	-24%	-19%	-1%	-3%
	2021	4%	-3%	-5%	-4.4%	-34%	-18%	-17%	-19%	-22%	-34%	-18%	-13%
	2022	-17%	-13%	1%									

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

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

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**



CITY COUNCIL AGENDA – APRIL 19, 2022

SUBJECT: Authorize Purchase of Bookends for the Temporary Library

SOURCE: Parks and Leisure Services

COMMENT: Preparations for the opening of the temporary library located at 50 W. Olive Avenue, Suite B continue to progress. The furniture for the temporary library has arrived and is in the process of being installed. After installation, staff will initiate getting the startup collection shelves ready. At this time, staff have identified that bookends are necessary for proper shelving of materials and must be implemented. Attached is the quote received from an ongoing library vendor to the City, Demco, for 1,100 bookends in the amount of \$6,600. Demco was the only vendor contacted by staff who had the requested quantity of bookends in stock.

RECOMMENDATION: That the City Council authorize the purchase of bookends for the temporary library from Demco utilizing fire insurance funds in the amount of \$6,600.00 plus the applicable sales tax.

ATTACHMENTS: 1. Demco Quote

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



P.O. Box 7488
 Madison, WI 53707-7488
 PH 800-462-8709 FAX 888-329-4728

QUOTATION

Reference: G2089076
 Contract/Bid ID: L10790
 Today: 3/31/22
 Quote Expiration Date: 4/29/22

NAME: Porterville Public Library
 CONTACT: ALEX POLLOCK
 PHONE: 559-784-0177
 EMAIL: alexander.pollock@sjvls.org

Line	Qty	Product	Product Description	Colors/Finished/Options	Unit Price	Discount	Ext Total
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1	1100	PL4204290	Titan Book Support Oversize	Cork Base Iron	6.00	Net	6,600.00
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Order Subtotal	6,600.00
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*Shipping/Processing	Included
Sales Tax	Exempt
Grand Total	6,600.00

*Delivery Provisions: This quote has been specifically prepared to deliver with:
 Tailgate Delivery

Additional Note: PRICING: No additional promotions or discounts may be combined with this bid/quote. Reductions in volume may affect the quoted pricing.
 ESTIMATED DELIVERY: 2 weeks after receipt of complete and accurate order. Lead times may vary depending on time of order and available products.
 SHIPPING AND PROCESSING: This quote qualifies for free shipping and processing, tailgate delivery only. See attached freight terms for explanation of delivery services.
 PAYMENT TERMS: Net/30 days subject to Accounting approval. Pre-payment may be required.
 REFER TO QUOTE: Please reference quote G2089076 when ordering to receive discounted pricing and shipping charges. Quote pricing may not be applied if quote number is not referenced.
 FURNITURE AND EQUIPMENT: Furniture and equipment items are non-returnable unless received damaged or defective
 RESTOCKING FEES: Products are non-returnable unless received damaged or defective. If returnable, restocking fees may apply.

CANCELLATIONS: Once the order is placed and processing has started the order may not be cancelled without approval from Demco and/or manufacturer of product. Cancellation fees may apply.

We currently have enough of this item in stock for immediate shipment. If an order is received when we do not have the full quantity in stock, we would ship what is available and the remaining quantity would ship at a later date.

Order Provisions: Please note the attached freight terms.

BILL TO:

Porterville Public Library
 15 E Thurman Ave
 Suite B
 Porterville CA 93257-3652

SHIP TO:

Alex Pollock
 Porterville Public Library
 15 E Thurman Ave Ste B
 Porterville CA 93257-3704

CONTACT:

ALEX POLLOCK
 PORTERVILLE PUBLIC LIBRARY
 15 E THURMAN AVE STE B
 PORTERVILLE CA 93257-3704

SALES REP:

Lisa Heinen
 Email: lisah@demco.com
 Phone: 800-462-8709
 Fax: 888-329-4728



CITY COUNCIL AGENDA – APRIL 19, 2022

SUBJECT: Authorization to Advertise for Bids - Animal Shelter

SOURCE: Engineering and Project Management

COMMENT: At its meeting on October 5, 2021, the City Council authorized staff to advertise for bids for the Animal Shelter Project. The original bid package included the remodel of an existing building to create an Animal Shelter at 185 N. D Street. The project was bid as a whole and included frontage improvements along D Street and detailed four deductive alternate components to the project; these are items that could be removed from the project award if there were budget constraints created by higher than anticipated bids. The proposed trail section adjacent to the Animal Shelter property will be designed and constructed separately as part of the Butterfield Stage Corridor Active Transportation Program (ATP) grant project. This project location required hazardous materials remediation, which was previously approved and accepted by the Council. Staff received a single bid for the project that the Council opted to reject as the breakdown of the base portion of the bid (the overall project minus the deductive alternates and D Street improvements) was significantly higher than the consultant's estimate; the consultant's estimate was \$4,393,142.30 and the bid was \$6,650,850.

With Council approval, staff has since modified the plans and the bid breakdown to only include two deductive alternates with the other two previously listed deductive alternates becoming part of the base bid. The consultant's estimate of probable cost for the total project (including deductive alternates) is \$6,636,400. An additional \$663,600 is necessary for construction contingencies (10%). It is anticipated that an additional \$200,000 is required for construction management, quality control, and inspection services for a total estimated project cost of \$7,500,000. The total estimate of probable cost for the individual project areas are as follows:

Bid Part:	Estimate:	Contingency:	Management:	Total:
Base Bid	\$5,750,000	\$575,000	\$175,000	\$6,500,000
Dog Park	\$500,000	\$50,000	Incl. in Base	\$550,000
Alternate #1: Adoption Rooms	\$45,500	\$4,500	Incl. in Base	\$50,000
Alternate #2: Lobby, Grooming, Meet & Greet, Cat Room,	\$90,900	\$9,100	Incl. in Base	\$100,000

Crate Room				
D Street Imp.	\$250,000	\$25,000	\$25,000	\$300,000
Totals	\$6,636,400	\$663,600	\$200,000	\$7,500,000

Proposed funding for the project includes \$4,850,000 in funding from the American Rescue Plan Act (ARPA), \$500,000 from Land Sale Revenue, \$1,300,000 in Donations, \$300,000 in Local Transportation Funds (LTF) for the D Street Improvements, and up to \$550,000 in Measure R Alternative Transportation (AT) Funds for the dog park portion of the project to fully fund the project.

RECOMMENDATION: That City Council:

1. Approve staff's recommended Plans and Project Manual;
2. Authorize staff to advertise for bids on the project; and
3. Authorize the Finance Director to appropriate \$4,850,000 from ARPA funds, \$500,000 in Land Sale Revenue, \$1,300,000 from Donations, \$300,000 from LTF, and up to \$550,000 in Measure R AT Funds, to fully fund this project, including all alternates.

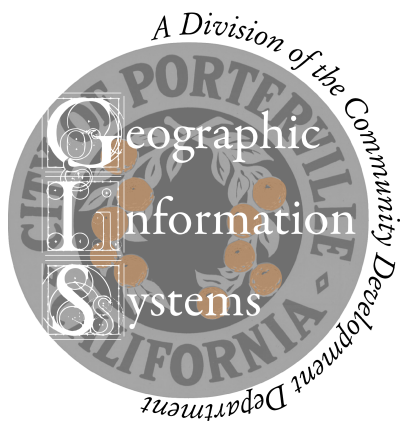
ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



Porterville Animal Shelter 185 North D Street Project Locator Map



CITY COUNCIL AGENDA – APRIL 19, 2022

SUBJECT: Request for Approval to Enter into an Agreement with Charter Communications for Fiber Internet Service

SOURCE: Finance

COMMENT: The Finance Department - Information Technology Division requests approval to enter into an agreement with Charter Communications for fiber internet service to connect the Public Safety Station and Field Services campus to the City's datacenter. We currently use Charter's virtual wide area network (WAN) product for direct connection to the City's datacenter switches for seamless integration. Those locations have outgrown the current bandwidth of fifty (50) megabits per second (Mbps). Staff would like to scale to 200 Mbps symmetrical connections. Charter Communications' internet connection guarantees network uptime of 99.95%.

Charter Communications provided a quote of \$899 per month for thirty-six (36) months for each 200 Mbps fiber internet connection to the Public Safety Station and Field Services campus, for a total contract cost of \$64,728. The cost will be split between Measure H for the Public Safety Station and the Public Works Divisions' operating funds.

RECOMMENDATION: That the City Council authorize staff to enter into an agreement with Charter Communications to provide 200 Mbps fiber internet service for a term of three years at a total cost of \$64,728.

ATTACHMENTS: 1. Fiber Internet Quote

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager



Spectrum Service Quote

Quote

Account Executive:

Customer Information		
Business Name CITY OF PORTERVILLE PUBL		
Billing Address 291 N MAIN ST PORTERVILLE CA 93257-0000		
Authorized Contact Ted Williams	Phone (559) 782-7439	Fax +1.559.784.1070
Billing Contact Cale Hosfeldt	Billing Phone (559) 359-2778	Billing Fax +1.559.784.1070

Monthly Recurring Charges at: 980 S JAYE ST , PORTERVILLE CA 93257				
Product	Quantity	Sales Price	Contract Term	Monthly Price
5 Static IP (FIA)	1	\$0.00	36 Months	\$0.00
Fiber Internet - 200 Mbps - 3 Yr	1	\$899.00	36 Months	\$899.00
Monthly Total*				\$899.00

*Prices do not include taxes and fees

Monthly Recurring Charges at: 555 N PROSPECT ST , PORTERVILLE CA 93257				
Product	Quantity	Sales Price	Contract Term	Monthly Price
5 Static IP (FIA)	1	\$0.00	36 Months	\$0.00
Fiber Internet - 200 Mbps - 3 Yr	1	\$899.00	36 Months	\$899.00
Monthly Total*				\$899.00

*Prices do not include taxes and fees

One-Time Charges at: 980 S JAYE ST , PORTERVILLE CA 93257			
Product	Quantity	Sales Price	Price
FIA Installation	1	\$0.00	\$0.00
Total *:			\$0.00

*Prices do not include taxes and fees

One-Time Charges at: 555 N PROSPECT ST , PORTERVILLE CA 93257			
Product	Quantity	Sales Price	Price
FIA Installation	1	\$0.00	\$0.00
Total *:			\$0.00

*Prices do not include taxes and fees

*Prices quoted are subject to change. Applicable taxes and fees are not included in the quoted price. Additional Terms and Conditions may apply.



CITY COUNCIL AGENDA – APRIL 19, 2022

SUBJECT: Selection of On-Call Engineering and Surveying Services Consultants

SOURCE: Engineering and Project Management

COMMENT: At its meeting on February 15, 2022, the City Council authorized the distribution of a Request for Qualifications (RFQ) to develop an on-call list for Engineering and Surveying Services. On April 5, 2022, staff received four Statements of Qualifications (SOQs) for consideration in the creation of the on-call engineering and surveying services list. The SOQs were evaluated and ranked in accordance with the "Policy for Selecting Consultants to Provide Architectural, Engineering, and Similar Services" adopted by the City Council (Resolution #16-2001) and it was determined that all four SOQs qualify to be included on the on-call list to provide surveying services but only three SOQs qualify to be included on the on-call list to provide engineering services. The proposed contract has a term of up to five years; an initial three years with two possible one-year extensions. Staff reviewed the four SOQs provided by the firms wherein they were rated according to the aforementioned policy, with the following results:

On-Call Engineering Services Consultants

(1) 4Creeks, Inc	93 pts
(2/3) Dee Jaspar & Associates, Inc.	92.6 pts
(2/3) Quad Knopf, Inc (QK)	92.6 pts

On-Call Surveying Services Consultants

(1) 4Creeks, Inc	93 pts
(2/3) Dee Jaspar & Associates Inc.	92.6 pts
(2/3) Quad Knopf, nc (QK)	92.6 pts
(4) Diversified Project Services International (DPSI)	84 pts

Staff is pleased with the level of interest in this RFQ and the quality of the SOQs received. Staff recommends negotiating a contract with each of the three firms listed and qualified to provide engineering services, and each of the four firms listed and qualified to provide surveying services.

RECOMMENDATION: That the City Council:

1. Authorize staff to negotiate on-call contracts for engineering services with 4Creeks, Inc., Dee Jaspar & Associates, Inc., and Quad Knopf, Inc (QK);
2. Authorize staff to negotiate on-call contracts for surveying services with 4Creeks, Inc., Dee Jaspar & Associates, Inc., Quad

Knopf, Inc (QK), and Diversified Project Services International (DPSI);

3. Authorize the Mayor to sign contract agreements;

4. Authorize the Engineering & Project Management Director to sign task orders; and

5. Authorize staff to make payments up to one hundred percent (100%) upon satisfactory completion of tasks.

ATTACHMENTS: 1. Resolution No. 16-2001

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

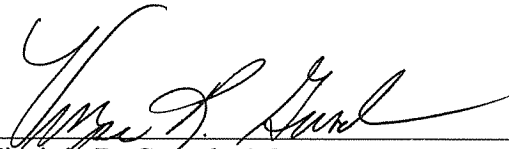
RESOLUTION NO. 16-2001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING THE GUIDELINES FOR RETAINING CONSULTANTS TO
PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES AS SET FORTH
IN THE PURCHASING POLICY AND PROCEDURES MANUAL IN
COMPLIANCE WITH SENATE BILL 2034

WHEREAS, on November 15, 1988 the City Council of the City of Porterville adopted City Council Resolution 118-88 authorizing staff to amend the Purchasing Policy and Procedures Manual to comply with Senate Bill 2034 by establishing guidelines for retaining consultants to provide architectural and engineering services; and

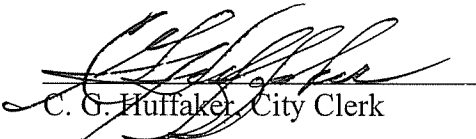
WHEREAS, different guidelines were established for three levels of anticipated fee. In the Informal Selection Process, staff would select the consultant and enter into the agreement. In the Semiformal and Formal Selection Processes, the consultant would be selected by a committee and the contract awarded by the Council, using guidelines and rating form provided by the seven—member municipal engineering committee of the American Public Works Association;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Formal Selection Process shall be amended as set forth in the Guidelines For Retaining Consultants to Provide Architectural And Engineering Services which is attached hereto, along with the rating form, and made a part of this resolution.



Virginia R. Garrola, Mayor

ATTEST:



C. G. Huffaker, City Clerk

CITY OF PORTERVILLE
GUIDELINES FOR RETAINING CONSULTANTS TO PROVIDE
ARCHITECTURAL AND ENGINEERING SERVICES

Introduction

The variety, complexity, size, and quantity of annual projects required of the City justifies an efficient procurement effort. These guidelines have been developed to establish the City's policy for selection of consultants for architectural and engineering services. Separate guidelines are hereby established for three levels of anticipated fee:

Informal Selection Process: Anticipated fees less than \$25,000.

Semiformal Selection Process: Anticipated fees from \$25,000 to \$100,000.

Formal Selection Process: Anticipated fees over \$100,000.

It is the City's intent to limit submittals by interested firms. It is believed that this is in everyone's best interest and allows for more equal competition between small and medium size firms and large firms that have substantial overhead or PR budgets. The architect/engineer is expected to extend costs and effort in applying for consideration without any guarantee of success. The City is interested in seeking broad competition and encouraging extensive participation. It is therefore incumbent upon the City to minimize the information and effort required to institute a short list. This would encourage greater participation, reduce cost to both the City and the consultant, reduce selection time, and increase the responsiveness of the selection process.

In order to promote fairness and objectivity in evaluating consultants, a rating form has been developed. Consultants shall be evaluated and rated in accordance with the contents of the City's 'Consultant Selection Rating Form' (Form GFRC-1, dated 11-1-88, as amended).

Informal Selection Process (Anticipated fees less than \$25,000)

- A. The highest ranking registered Engineer or Architect in charge of the project shall select a Consultant based on the applicable criteria in the Consultant Selection Rating Form. The Consultant will be selected from a list maintained by the Engineering Division. New consulting firms are encouraged to make their capabilities known to the City. Selection of consultants by this method will be made on a rotational basis insofar as practicable; however, professional expertise and experience in the applicable field will be the major criteria for selection on any project.
- B. The Director of Community Development & Services is authorized, by adoption of these guidelines, to execute professional services contracts under \$25,000.

Semiformal Process (Anticipated fees between \$25,000 and \$100,000)

- A. The Director of Community Development & Services (or his designee) will notify the professional community through advertisement in a newspaper or by other means, of the City's proposed project and its need for professional services. Interested consultants will be invited to obtain a request for proposals (RFP) from the City.
- B. The RFP will contain a brief description of the project, the estimated budget and selection criteria.
- C. Interested consulting firms will be told what is expected to be in their submittal.
- D. The Director of Community Development & Services (or his designee) shall develop a short list of at least three (3) firms who appear to have the desired professional expertise, experience, and capacity. These firms selected shall be invited to an interview to be conducted by a three (3) member staff committee. Said committee will consist of the director, the highest ranking engineer or architect in charge of the project and one other staff member. Prior to the interview, firms will be asked to prepare a presentation that develops their approach to the project.
- E. The professional services contract will be awarded by City Council.

Formal Selection Process (anticipated fees over \$100,000)

- A. The Director of Community Development & Services (or his or her designees) will notify the professional community through advertisement in a newspaper or by other means, of the City's proposed project and its need for professional services. Interested consultants will be invited to obtain a request for proposals (RFP) from the City.
- B. The RFP will contain a description of the work to be done, the estimated project budget and other pertinent information regarding the project. The RFP will define the specific questions to be addressed in the proposal and selection criteria to be used.
- C. The consulting firm will be told what specific information should be contained in their written proposal. Question responses regarding the firms technical perspective of the project are to be strictly limited to brief statements addressing consultants general concepts and approach to the project. Detailed, voluminous design information is not desired and will not be considered in the selection process.
- D. A short list of at least three (3) firms whenever possible shall be developed under the direction of the Dept. Head who is responsible for the project.
- E. Those consultants short listed will be formally invited to make presentations before a formal selection committee. All interviews will be conducted by the same people and be completed in one day. Consultant may be limited on participants allowed at the interview, based on the size and complexity of the project.

- F. The formal selection committee shall be composed of three (3) members. The formal selection committee is as follows:
- (*) One - Professional from the private or public sector with specific knowledge in the field required of the consultant;
 - (*) Two - City Council members rotated per interview appointed by the Mayor;
 - (*) One - City staff person appointed by the Dept. Head under whose service the work will be performed. No City staff shall participate in the rating of the consultants, other than to advise the committee upon request and assist in the tabulation of the results for ranking purposes.
- G. Staff will assist in selecting the private sector professional.
- H. Authorization for staff to negotiate a professional service contract requires City Council approval.

STATE OF CALIFORNIA)
(SS
COUNTY OF TULARE)

I, C. G. HUFFAKER, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council regularly called and held on the 6th day of February, 2001.

THAT said resolution was duly passed adopted by the following vote:

Councilmen:	IRISH	WOODS	WILSON	LEAVITT	GURROLA
AYES:	X	X	X	X	X
NOES:					
ABSENT:					
ABSTAIN:					

C. G. HUFFAKER, City Clerk

By Georgia Hawley
Georgia Hawley, Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 19, 2022

SUBJECT: Reimbursement Shared Drive Approach - 99 W. Putnam Avenue (Formerly 215 N. D Street)

SOURCE: Engineering and Project Management

COMMENT: The developer of the California Medical Imaging Center tenant improvement project (99 W. Putnam Avenue) is requesting reimbursement for half the cost of the replacement of an existing drive approach for ADA compliance on D Street south of Putnam Avenue. The developer was required to replace the drive approach as a condition of permit approval, but the drive approach has a recorded access easement between 185 N. D Street, which is a City-owned property and the planned location of the City's new Animal Shelter.

The developer has submitted a proposal from Valley Oak Contractors in the amount of \$17,850. Staff and the developer agree that the amount is acceptable and staff recommends the approval of reimbursement for the work in the amount of \$8,925 (half of the bid amount) upon receipt of a copy of the invoice from the developer as the work has been completed and inspected. Funding is available from the Miscellaneous Concrete Fund.

RECOMMENDATION: That City Council:
1. Approve reimbursement to Sequoia Imaging Group in the amount of \$8,925 from Miscellaneous Concrete Funds.

ATTACHMENTS:

1. Valley Oak Contractors Proposal
2. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



**VALLEY OAK
CONTRACTOR S**

84 So. Newcomb, Porterville, CA 93257
State Contractor's License No. 691909

Telephone (559) 784-4963
Fax (559) 783-9610



PROPOSAL and CONTRACT

To DAVID LOEFFER
FOR CALIFORNIA MEDICAL

Date _____

Dear Sir:

We propose to furnish all materials and perform all labor necessary to complete the following:
REMOVE OLD DRIVEWAY REPLACE WITH NEW
A.D.A. DRIVE WAY CITY C-22

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of Seventeen Thousand Eight Hundred Fifty Dollars (\$ 17,850.00)

Payments to be made 75% prior to start, balance on completion.

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Address _____
Phone _____

Respectfully submitted,

By Frank Loeffler
License No. 641909

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which _____ agree to pay the amount mentioned in said proposal and according to the terms thereof.

ACCEPTED

Date _____

NOTICE TO OWNER

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:
Contractors' State License Board, 1020 N Street, Sacramento, California 95814

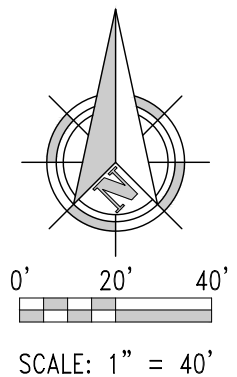
"Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property."

"Under the law, you must protect yourself against such claims by filing, before commencing such work or improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract."



W. PUTNAM AVE

N. D ST.



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

SHARED D ST. DRIVE
APPROACH FOR
99 W PUTNAM

DRAWN BY	JG
CHECKED BY	SW
SCALE	1" = 40'
DATE	4/13/2022

SHEET
1
OF
1



CITY COUNCIL AGENDA – APRIL 19, 2022

SUBJECT: Fallen Heroes Memorial Wall

SOURCE: Parks and Leisure Services

COMMENT: The Fallen Heroes Memorial Wall pays special tribute to local residents who died in the line of duty during military or public safety service. The Wall is located within Fallen Heroes Park, 356 E. Chase Ave. The Park opened in November 2014. There are currently four names on the Wall. Cpl. Brett W. Land and Pfc. Alejandro J. Pardo were the first individuals to be recognized on the Wall after the park opened. Capt. Ramon C. Figueroa and FF Patrick L. Jones' names were added to the Wall in 2020 after the tragic Library fire of February 18, 2020.

The Military Banner Program also honors military personnel killed in action. The information collected for that program has brought about the need to establish consistent regulations under which the City would add new honorees to the Fallen Heroes Memorial Wall. Over its past three meetings, the Military Banner Program Committee worked on developing a Fallen Heroes Memorial Wall policy. In order to qualify, the policy states:

1. The honoree must be military personnel who died in active service, foreign or domestic, or a peace officer, firefighter, or emergency medical technician who died in the line of duty.
2. The honoree must have been killed in action during military or public safety service on or after September 11, 2001.
3. The honoree must have been a current or past resident within the Porterville area as defined by the boundaries of the Porterville Unified School District.

Staff will research to determine if there are any additional individuals that meet the policy specifications and coordinate with respective family members for recognition on the Wall. The installation of plaques will coincide with the Memorial Day Holiday on an as-needed basis. At its meeting on March 8, 2022, the Military Banner Program Committee voted unanimously to recommend to the City Council approval of the draft Fallen Heroes Memorial Wall Policy.

RECOMMENDATION: That the City Council consider adoption of the draft Fallen Heroes Memorial Wall Policy.

ATTACHMENTS: 1. Draft Fallen Heroes Park Memorial Wall Policy

2. Fallen Heroes Memorial Wall

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



FALLEN HEROES MEMORIAL WALL

PURPOSE

Located on the grounds of Fallen Heroes Park, the City of Porterville Fallen Heroes Memorial Wall pays special tribute to local residents who recently died in the line of duty during military or public safety service. The memorial wall is intended to honor those that paid the ultimate sacrifice defending our nation and community and contribute to the preservation of their memory. It is the purpose of this policy to establish regulations under which the City of Porterville would add new honoree plaques to the Fallen Heroes Memorial Wall.

ELIGIBILITY

To qualify:

- 1) The honoree must be military personnel who died in active service, foreign or domestic, or a peace officer, firefighter, or emergency medical technician who died in the line of duty.
- 2) The honoree must have been killed in action during military or public safety service on or after September 11, 2001.
- 3) The honoree must have been a current or past resident within the Porterville area as defined by the boundaries of the Porterville Unified School District.¹

APPLICATIONS

The City of Porterville will take applications on an ongoing basis. There is no cost to apply. By submitting an application, the applicant agrees that he or she has permission to use the service member's likeness and name on the Fallen Heroes Memorial Wall.

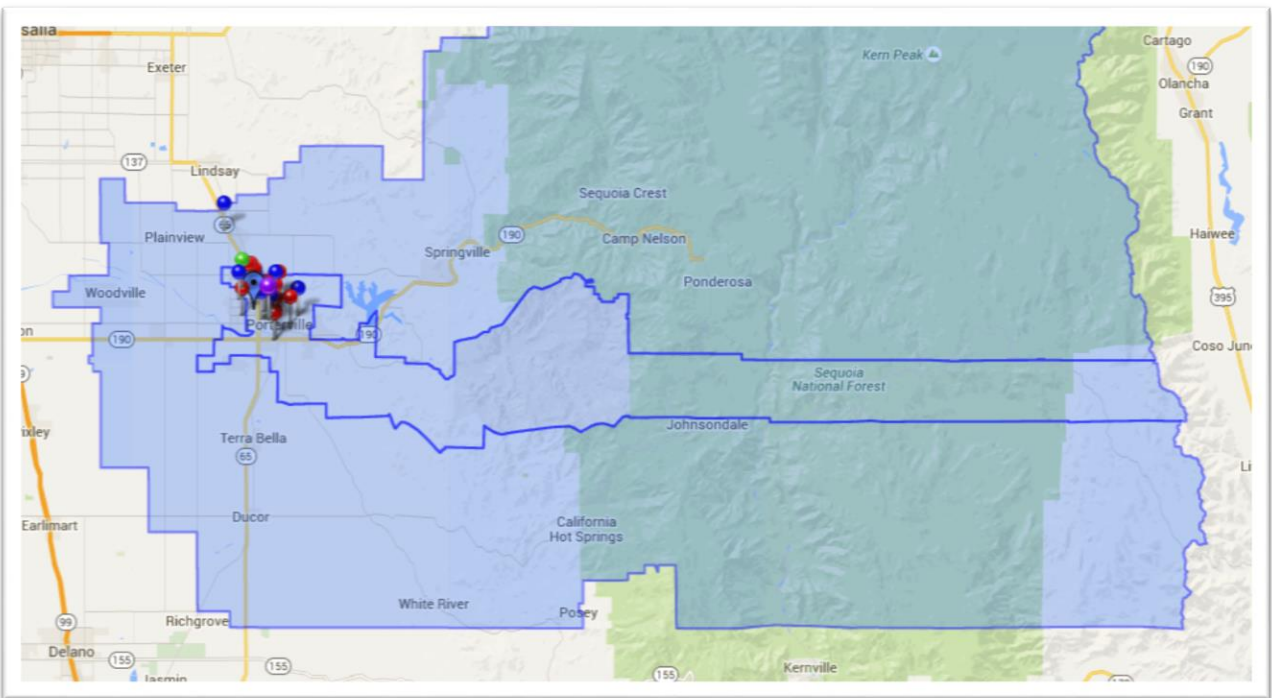
The application may be obtained online through the City of Porterville website or in-person at the Parks and Leisure Services office, 15 E. Thurman Ave., Suite A.

PROCESS

- Upon receipt of an application, the City of Porterville will commission a custom plaque designed with the service member's name and title as indicated on the application (example: *Cpl. Juan Carlos* or *FF Sarah Smith*). The City of Porterville is not responsible for misspellings submitted on the application.
- Installation of the plaque(s) will occur once a year to coincide with the Memorial Day holiday. Applications not submitted in time to produce the plaque will be held until the following recognition period.

- The City of Porterville shall make the final determination of the plaque location. Once a plaque is installed, it will not be removed unless determined by the City of Porterville.
- The City of Porterville will provide for the routine maintenance of the memorial wall and area surrounding the memorial.
- The City of Porterville reserves the right to deny an application if the requirements of the policy are not met.

1. Porterville Unified School District Boundaries



356

Capt James C. Hagan

Pvt Patrick L. Jones

Capt. Bruce W. Long

As we remember
our fallen heroes,
Their loss we still regret.
But they willingly died
for freedom's cause.
And we must never forget.
-Unknown-

Pvt. Okazaki J. Pardo



CITY COUNCIL AGENDA – APRIL 19, 2022

SUBJECT: Intent to Set a Public Hearing to Consider Annual Adjustment of Fees by Application of the Engineering News-Record Cost Index

SOURCE: Engineering and Project Management

COMMENT: In accordance with prior City Council authorizations, staff calculates and adjusts all of the attached fees annually. The policy as established in 2003 is to provide the Council notice of all the attached adjustments annually (whether they are subject to the Mitigation Fee Act or not) 60-days before the new fees become effective.

City staff endeavors to honor its commitment to the Home Builders Association (HBA) by providing 60-days notice prior to the effective date of the annually adjusted fees. The HBA of Tulare/Kings Counties, Inc., has requested that they be notified of the annual adjustment of the attached fees, which are adjusted annually by application of the Engineering News-Record (ENR) Cost Index. Notification was sent to HBA, developers, and Porter Vista Utilities on April 12, 2022. Most of the fees in the Exhibit "H" Connection Fees were in effect before January 1, 1989, (the effective date of the Mitigation Fee Act) and have only been increased by the ENR 20 City Construction Cost Index. The fees subject to the Act, that were adopted or increased after its effective date, were adopted or increased in accordance with those regulations. Again this year, City staff is providing notice of the fees covered by the Mitigation Fee Act. The applicable fees are: 1) Hillside Development Trunk Line Sewer Fees; 2) Hillside Development Water Trunk Fees; 3) Transportation Impact Fees; and 4) Park Impact Fees (Exhibit "A").

The fee adjustments (8.14%) are shown in the attached Exhibit "A" Park Impact Fees and Exhibit "H" Connection Fees and will go into effect on July 1, 2022.

RECOMMENDATION: That City Council:
1. Set a Public Hearing for June 21, 2022, pursuant to Government Code Section 66016, for consideration to implement the City's Impact Fee ENR Cost Index auto escalator.

ATTACHMENTS:

1. Exhibit "A" Park Impact Fees
2. Exhibit "H" Connection Fees
3. California Government Code 66016

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

EXHIBIT 'A'

PARK IMPACT FEES ◇

	Effective Date <u>09/16/21</u>	Effective Date <u>07/01/22*</u>
1. Single Family (RS-1 & RS-2) Δ	\$887	\$960
2. Multiple Family Per Unit Δ	\$689	\$745
3. Mobile Homes Δ	\$498	\$538

To be increased annually by the Engineering News Record Construction Cost Index.

*MO #xx-xxxxxx – Based on ENR Index = 12791.43

Δ Resolution #2-99 (Establishing ENR Annual Adjustment)

◇ Fees Covered by the Mitigation Fee Act

EXHIBIT 'H'
CONNECTION FEES

		EFFECTIVE DATE	
	<u>SEWER TRUNK LINE FEES</u>	9/16/21	7/01/22*
1.	Hillside Development - per acre (Δ 142-02) ◇ _	\$1,322	\$1,429
2.	Single Family (RS-1 & RS-2) - per acre (Δ 94-90)	\$2,478	\$2,680
3.	Duplex (RM-1) - per acre (Δ 94-90)	\$5,755	\$6,224
4.	Multiple Family (RM-2 & RM-3) - per acre (Δ 94-90)	\$13,427	\$14,520
5.	Institutional - per acre**(Δ 94-90)	\$933	\$1,009
6.	Commercial & Professional Office - per acre**(Δ 94-90)	\$3,499	\$3,784
7.	Industrial - per acre**(Δ 94-90)	\$14,938	\$16,154

		EFFECTIVE DATE	
	<u>TREATMENT PLANT FEES</u>	9/16/21	7/01/22*
1.	Single Family and Multiple Family - per unit (Δ 67-03)	\$4,061	\$4,392
2.	Commercial and Industrial - per sewer connection (Δ 67-03)	\$14.51 (per gpd) (\$4,061)	\$15.69 (per gpd) (\$4,392)

		EFFECTIVE DATE	
	<u>SEWER CONNECTION CHARGES</u>	9/16/21	7/01/22*
1.	Six Inch or Smaller - per foot	\$13.39	\$14.48
2.	Eight Inch - per foot	\$17.56	\$18.99

		EFFECTIVE DATE	
	<u>WATER TRUNK FEES</u>	9/16/21	7/01/22*
1.	Hillside Development - per acre (Δ 142-02) ◇ _	\$1,945	\$2,103
2.	Single Family (RS-1 & RS-2) - per acre (Δ 93-90)	\$4,055	\$4,385
3.	Duplex (RM-1) - per acre (Δ 93-90)	\$10,151	\$10,977
4.	Multiple Family (RM-2 & RM-3) - per acre (Δ 93-90)	\$23,699	\$25,628
5.	Institutional**(Δ 93-90)	\$2,646	\$2,862
6.	Commercial and Professional Office - per acre**(Δ 93-90)	\$3,048	\$3,296
7.	Commercial Crop Cultivation – per acre**(Ord. 1813) D	\$761	\$823
8.	Industrial - per acre**(Δ 93-90)	\$23,406	\$25,312

		EFFECTIVE DATE	
	<u>WATER CONNECTION FEE</u>	9/16/21	7/01/22*
1.	Connection Charges - per foot	\$11.43	\$11.77

		EFFECTIVE DATE	
	<u>STREET LIGHT FEES</u>	9/16/21	7/01/22*
1.	Multiple Family - per foot	\$3.47	\$3.75
2.	Commercial/Industrial - per foot	\$4.38	\$4.74

<u>STORM DRAINAGE FEES</u>		EFFECTIVE DATE	
		9/16/21	7/01/22*
1.	Single Family (RS-1 & RS-2) - per acre (inc. Hillside Dev.) (Δ 95-90)	\$6,679	\$7,223
2.	Duplex (RM-1) - per acre (Δ 95-90)	\$8,910	\$9,635
3.	Multiple Family (RM-2 & RM-3) - per acre (Δ 95-90)	\$13,368	\$14,456
4.	Commercial, Industrial & Institutional - per acre (Δ 95-90)	\$17,816	\$19,266

<u>FIRE HYDRANT FEES</u>		EFFECTIVE DATE	
		9/16/21	7/01/22*
1.	Multiple Family - per foot	\$4.53	\$4.90
2.	Commercial/Industrial - per foot	\$6.72	\$7.27

<u>TRANSPORTATION IMPACT FEES</u> ◇ _		EFFECTIVE DATE	
		9/16/21	7/01/22*
1.	Single Family (RS-1 & RS-2) per unit (Δ 50-98)	\$1,337	\$1,446
2.	Multiple Family (per unit) (Δ 50-98)	\$903	\$977
3.	General Office/ Institutional (per 1,000 sq ft of gross floor) (Δ 50-98)	\$3,677	\$3,977
4.	Commercial (per 1,000 square feet of gross floor area) (Δ 50-98)	\$6,994	\$7,564
5.	Light Industrial (per 1,000 square feet of gross floor area) (Δ 50-98)	\$1,043	\$1,128

<u>FRONTAGE IMPROVEMENT VALUATION THRESHOLD</u>		EFFECTIVE DATE	
		9/16/21	7/01/22*
1.	Frontage Improvements are required when the Building Permit valuation is over ◆ (Beginning 2/19/04 - over a two-year period)	\$25,397	\$27,465

*MO #xx-xxxxxx – Based on ENR Index = 12791.43

Δ Resolution Establishing ENR Annual Adjustment

◆ Ordinance No. 1644 dated 2-19-04 (includes Annual Adjustment by ENR)

◇ Fees Covered by the Mitigation Fee Act

**Institutional, Commercial and Industrial water and sewer trunk line fees will be collected based upon the amount stated above, but shall be adjusted after monitoring of actual usage to the following fees:

Water - \$213.94 per 100 GPD of actual average demand (adjusted annually by the ENR Construction Cost Index).

Sewer - \$181.85 per 100 GPD of actual daily flow (adjusted annually by the ENR Construction Cost Index).



State of California

GOVERNMENT CODE

Section 66016

66016. (a) Prior to levying a new fee or service charge, or prior to approving an increase in an existing fee or service charge, a local agency shall hold at least one open and public meeting, at which oral or written presentations can be made, as part of a regularly scheduled meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, and a statement that the data required by this section is available, shall be mailed at least 14 days prior to the meeting to any interested party who files a written request with the local agency for mailed notice of the meeting on new or increased fees or service charges. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The legislative body may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service. At least 10 days prior to the meeting, the local agency shall make available to the public data indicating the amount of cost, or estimated cost, required to provide the service for which the fee or service charge is levied and the revenue sources anticipated to provide the service, including General Fund revenues. Unless there has been voter approval, as prescribed by Section 66013 or 66014, no local agency shall levy a new fee or service charge or increase an existing fee or service charge to an amount which exceeds the estimated amount required to provide the service for which the fee or service charge is levied. If, however, the fees or service charges create revenues in excess of actual cost, those revenues shall be used to reduce the fee or service charge creating the excess.

(b) Any action by a local agency to levy a new fee or service charge or to approve an increase in an existing fee or service charge shall be taken only by ordinance or resolution. The legislative body of a local agency shall not delegate the authority to adopt a new fee or service charge, or to increase a fee or service charge.

(c) Any costs incurred by a local agency in conducting the meeting or meetings required pursuant to subdivision (a) may be recovered from fees charged for the services which were the subject of the meeting.

(d) This section shall apply only to fees and charges as described in Sections 51287, 56383, 65104, 65456, 65584.1, 65863.7, 65909.5, 66013, 66014, and 66451.2 of this code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code.

(e) Any judicial action or proceeding to attack, review, set aside, void, or annul the ordinance, resolution, or motion levying a fee or service charge subject to this section shall be brought pursuant to Section 66022.

(Amended by Stats. 2006, Ch. 643, Sec. 19. Effective January 1, 2007.)



CITY COUNCIL AGENDA – APRIL 19, 2022

SUBJECT: Community Civic Event - Bethel Assembly of God - Blessings of Liberty Freedom Rally - April 23, 2022

SOURCE: Finance

COMMENT: The Bethel Assembly of God is requesting approval of a Community Civic Event application to hold the "Blessings of Liberty Freedom Rally" on Saturday, April 23, 2022 at Centennial Park. No closure of street, sidewalk or parking lots or spaces is requested. There will be no vendors during the event.

This request is made under the Community Civic Event Ordinance No. 1326, as amended. The application has been routed according to the Ordinance regulations and reviewed by all City Departments involved. All requirements are listed on the attached copy of the Application and Agreement, Exhibit A and Exhibit B. The City Council's COVID-19 Ad Hoc Committee has reviewed the application and recommended approval of the event. Event organizers are required to adhere to all Federal, State and local guidelines and limitations pertaining to COVID-19.

RECOMMENDATION: That the City Council approve the Community Civic Event application from Bethel Assembly of God for a permit to hold the "Blessings of Liberty Freedom Rally" on April 23, 2022, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

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

Appropriated/Funded:

Review By:

Department 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

Josh @ joshflowers.com



(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: 3/22/2022 Event date: 4/23/2022

Name of Event: Blessings of Liberty FREEDOM RALLY
Event time: 11am - 4pm

Sponsoring organization: Bethel Assembly of God Phone # (559) 683-7545
Address: 1255 North Cherry St #502 Tulare CA 93274

Authorized representative: JOSHUA FLOWERS Phone # 559-804-0773
Address: 22014 AVE 196 #800 STRATMORE, CA

Event chairperson: JOSHUA FLOWERS Phone # 559-804-0773
BRUCE WHITE 804-217-5119

Location of event Centennial Park Gazebo Main Street
(Location map must be attached)

Type of event: Centennial Park Gazebo Main Street
FREEDOM RALLY

Non-profit organization status: EIN-88-1354669 - Blessings of Liberty
(IRS Determination) 44-057737 - Bethel Assembly of God

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

Barricades (quantity): 0 Street sweeping Yes No
Police protection Yes No ✓ Refuse pickup Yes No ✓
Other:

Parks facility application required: Yes ✓ No Attached ✓
Assembly permit required: Yes ✓ No Attached

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

Appr. Deny

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

[Signature] 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.**

[Signature] 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.

[Signature] 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.

[Signature] 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.

Blessings of Liberty	<i>[Signature]</i>	3/21/2022
(Name of Organization)	(Signature)	(Date)

CITY OF PORTERVILLE

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

Name of event: FREEDOM RALLY
 Sponsoring organization: BLESSING S.O.F LIBERTY
 Location: Centennial Plaza Event date: 4/23/22 Event time: 11am-4pm
SHAZERO

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

<u>Vendor name</u>	<u>Address/Telephone</u>	<u>Business License required?</u>	<u>Type of Activity</u>
NA			
no vendors Requested			

***Municipal Code 15-20(E) Community Civic Events (16):** Business License Fees: Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16.

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

CITY OF PORTERVILLE

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

Name of event: FREEDOM RALLY

Sponsoring organization: Blessings of Liberty

Event date: 4/23/2022 Hours: 11 am - 4 pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

NO Street, Parking OR Sidewalk closure requested

Closed		To Requested Activity				
Street Name	From	To	Activity			
N/A						
Sidewalks	From	To	Activity			
Parking lots and spaces	Location	Activity				

Requirements for Community Civic Event
Bethel Assembly of God
Blessings of Liberty Freedom Rally
April 23, 2022

City Engineer: <i>D. Cervantez</i>	No comments.
Community Development Director: <i>J. Ridenour</i>	No comments.
Public Works Director: <i>M. Knight</i>	No comments.
Fire Marshal: <i>C. Dignam</i>	No comments.
Parks and Leisure Services Director: <i>D. Moore</i>	Vehicles to remain off the grass.
Police Lieutenant: <i>R. Carrillo</i>	Please see Exhibit B.
Deputy City Manager: <i>P. Hildreth</i>	Risk Management requires an actual certificate of insurance evidencing \$1M in liability coverage, with an endorsement form showing that the City Of Porterville is a named additional insured. We cannot accept the applicant simply writing their name on an endorsement. Also, Risk Management requires compliance with all Federal and State mandates concerning COVID-19.
Field Services Superintendent: <i>B. Spry</i>	No Comments.
Field Services Superintendent – Streets: <i>J. Baeza</i>	No Comments.

Requirements for Community Civic Event

Sponsor: Bethel Assembly of God
Event: Blessings of Liberty Freedom Rally
Event Chairman: Joshua Flowers
Location: Centennial Park, Porterville CA
Date of Event: April 23, 2022 (11:00 a.m.)

RISK MANAGEMENT: Conditions of Approval

That Blessings of Liberty provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

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

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

BLESSINGS OF LIBERTY FREEDOM RALLY
Saturday, April 23, 2022 11:00 am – 4:00 pm
CENTENNIAL PLAZA

Proposed Conditions/Requirements for Rally

Your application to conduct/hold a public assembly, pursuant to Porterville Municipal Code Section 18-7-2, has been approved with the below listed conditions. These conditions are necessary to ensure a safe and orderly event in the Porterville community.

- City Council approval is required for all street/sidewalk closures.
- Participants must not interfere with the normal flow of pedestrian/vehicular traffic.
- An Outside Amplifier Permit has been requested and granted. However, event organizers shall not allow amplification to be so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area. As requested in the permit application, the times authorized for the use of amplification equipment are 11:00 AM – 4:00 PM.
- At conclusion of event, event organizers shall ensure that affected parks/streets/sidewalks are promptly cleared of any vehicles, equipment, or anything that could present a hazard to pedestrians or vehicles traveling in the area, as well as any other related materials such as signs, pamphlets and fliers.
- Event organizers shall ensure that participants adhere to all laws and ordinances pertaining to the posting of signs or other materials on public property.

Rick Carrillo, Lieutenant
Police Department

Exhibit B

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



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

- 1 Name and home address of the applicant: JOSHUA FLOWERS
22074 AVE 196 #800 STRATHMORE, CA
- 2 Address where amplification equipment is to be used: 93267 Centennial Park Gazebo
- 3 Names and addresses of all persons who will use or operate the amplification equipment: JOSHUA FLOWERS
22074 AVE 196 #800 STRATHMORE, CA 93267
- 4 Type of event for which amplification equipment will be used: COMMUNITY EVENT
FREEDOM RALLY
- 5 Dates and hours of operation of amplification equipment: 4/23/2022 11am - 4pm
- 6 A general description of the sound amplifying equipment to be used: SPEAKER, MICROPHONE &
MUSIC

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

8/21/2022
Date

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

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

3/25/22
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/23/2022

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

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

PRODUCER Relation Ins. Services of Central California, Inc. 484 N. Prospect Street Suite A Porterville CA 93257		CONTACT NAME: Maggie Vinson PHONE (A/C, No, Ext): (559) 781-3466 E-MAIL ADDRESS: maggie.vinson@relationinsurance.com FAX (A/C, No): (559) 781-4956	
INSURED Blessings of Liberty 1283 S Plano Porterville CA 93257		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

COVERAGES **CERTIFICATE NUMBER:** CL2232387554 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	Y		EV86970	04/23/2022	04/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Special Event: 4/28/2022 held at Centennial Park, Porterville, CA 93257
CG 20 26 11 85 attached.

CERTIFICATE HOLDER**CANCELLATION**

City of Porterville Successor Agency to the Porterville 291 N Main Street Porterville CA 93257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Porterville
Successor Agency to the Porterville
Redevelopment Agency

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



CITY COUNCIL AGENDA – APRIL 19, 2022

SUBJECT: Reaffirm Conditions of State Assembly Bill 361 to Continue Remote Attendance at Public Meetings

SOURCE: City Manager's Office

COMMENT:

During the past eighteen (18) months, the City Council and its legislative bodies have conducted teleconferencing meetings as allowed pursuant to a series of Executive Orders, the most recent which expired on September 30, 2021 (Executive Order N-08-021, issued June 11, 2021), which waived all physical presence requirements under the Brown Act as a means of limiting the spread of COVID-19. Pursuant to adopted State law effective September 30, 2021, Assembly Bill 361 (AB 361), extends the authority of public agencies to conduct meetings by teleconference, including video conference, without compliance with all of the Brown Act's limitations on such meetings, which the status of emergency resulting from the COVID-19 pandemic and accompanying recommendations for social distancing remain in place. Consistent with AB 361, the Council must adopt a Resolution consistent with the Governor's State of Emergency, and must review and renew such Resolution every thirty (30) days thereafter. AB 361 will sunset on January 1, 2024. The Council last adopted its Resolution consistent with AB 361 at its meeting on April 5, 2022.

RECOMMENDATION: That the City Council consider adoption of the draft Resolution to continue allowing the option to participate in the City's public meetings remotely through the use of the teleconferencing provisions of AB 361.

ATTACHMENTS: 1. Draft Resolution - AB 361 Local Emergency Remote Access

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

RESOLUTION ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY ASSEMBLY
BILL 361 ISSUED ON SEPTEMBER 16, 2021, AND AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF ALL LEGISLATIVE BODIES OF THE CITY OF
PORTERVILLE FOR THE PERIOD OF THIRTY (30) DAYS PURSUANT TO BROWN
ACT PROVISIONS

WHEREAS, the City Council is committed to preserving and nurturing public access and participation in meetings of all City of Porterville legislative bodies; and,

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950-54963), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and,

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(s), subject to the existence of certain conditions; and,

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and,

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme period to the safety of persons and property within the jurisdictions that are within the City's boundaries, caused by natural, technological, or human-caused disasters; and,

WHEREAS, it is further required that State or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and,

WHEREAS, a State of Emergency has been proclaimed by the Governor of the State of California; and,

WHEREAS, State and local officials continue to promote social distancing measures and City's conference chambers limited capacity would present imminent risk to health and safety of attendees; and,

WHEREAS, as a consequence of the State emergency, the City does hereby find that the legislative bodies of the City shall conduct their meetings without compliance with paragraph three (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph two (2) of subdivision (c) of section 54953; and,

WHEREAS, the City will give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body; and,

WHEREAS, the legislative body will not take any further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored; and,

WHEREAS, the legislative body will not require public comments to be submitted in advance of the meeting and specifies that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time; and,

WHEREAS, the legislative body will not close the public comment until the public comment period has elapsed or until a reasonable amount of time has elapsed as specified.

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

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference; and,

SECTION 2. Ratification of Governor's Proclamation of a State of Emergency. The City hereby ratifies the Governor of the State of California's Proclamation of March 2, 2020; and,

SECTION 3. Remote Teleconference Meetings. The City Manager and legislative bodies of City of Porterville are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act; and,

SECTION 4. Effective Date of Resolutions. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of May 19, 2022, or such time the Council adopts a subsequent Resolution in accordance with Government Code section 54953 (e)(3) to extend the time during which the legislative bodies of City of Porterville may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED, APPROVED, AND ADOPTED this 19th day of April, 2022.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 19, 2022

SUBJECT: Status and Review of Local Emergency: Drought

SOURCE: City Manager's Office

COMMENT:

At its meeting of May 5, 2015, the City Council took action to approve a Resolution Declaring a Drought Emergency in the City of Porterville. At its meeting of April 5, 2022, the Council reviewed the status of existence of local emergency, and acted to continue its Resolution of local emergency.

Governor Brown issued Executive Order B-29-15 on Wednesday, April 1, 2015, which established drought-related mandates and restrictions in addition to those already stipulated in previous Executive Orders B-26-14 and B-28-14. Of significance, the Governor directed the State Water Resources Control Board to impose restrictions to achieve a statewide twenty-five percent (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 twenty-five (25%) reduction in potable water usage. Also of significance, the Board was directed to prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or micro-spray systems.

On November 13, 2015, Governor Brown issued Executive Order B-36-15, which extends emergency conservation regulations through October 2016, if drought conditions persist through January 2016. On February 2, 2016, the State Water Resources Control Board adopted extended emergency water conservation regulations, to be in effect March 1 through October 31, 2016.

The City of Porterville benefited somewhat from the extended regulations as the City's water conservation rate has been reduced from thirty-two percent (32%) to twenty-six percent (26%), due to new water connections that have been made and population served (4%), as well as a new climate adjustment factor that was considered (2%).

On May 9, 2016, Governor Brown issued Executive Order B-37-16 ("Making Water Conservation a California Way of Life"), which directs the State Water Resources Control Board to establish new regulations making permanent the emergency conservation regulations. On May 18, 2016, the State Water Resources Control Board adopted a statewide water conservation approach that replaces the percentage reduction-based water conservation standard with a

localized "stress test" approach that mandates urban water suppliers act immediately to ensure at least a three-year supply of water to their customers under continued drought conditions.

On April 7, 2017, Governor Brown issued Executive Order B-40-17, which ended the drought state of emergency in most of California, with the exception of Fresno, Kings, Tulare and Tuolumne counties where emergency water supply and reliability projects are continuing toward addressing diminishing groundwater supplies. The Order maintains monthly reporting requirements and prohibitions on wasteful practices.

On May 31, 2018, Governor Brown signed both AB 1668 (Friedman) and SB 606 (Hertzberg), which set permanent overall targets for indoor and outdoor water consumption. The legislation sets an initial limit for indoor water use of fifty-five (55) gallons per-person per-day in 2022, reducing to 52.5 gallons per-person per-day in 2025, and finally to fifty (50) gallons per-person per-day in 2030. The amount of residential outdoor use is yet-to-be determined, but will allow for varying regional climates. In addition, a standard for water loss due to leak rates in water system pipes will be established. As an urban water provider, the City will need to submit its plan for compliance for approval by the State Water Resources Control Board.

On March 5, 2021, Secretary Vilsack of the United States Department of Agriculture federally-designated Tulare County as a primary natural disaster area due to ongoing drought conditions. On April 21, 2021, Governor Newsom issued a State of Emergency Proclamation due to drought conditions, including Tulare County. On April 27, 2021, the Tulare County Board of Supervisors adopted a Resolution Proclaiming a Local Emergency due to severe drought conditions. On January 4, 2022, the State Water Resources Control Board adopted emergency regulations to supplement voluntary water conservation. On March 28, 2022, Governor Newsom issued Executive Order N-7-22, that requires the state's largest water providers (including the City of Porterville) to put in place "Level 2" of water shortage contingency plans, which the City is currently in "Level 4."

Initially within the city of Porterville, twenty-six (26) residences within the city were determined to have dry wells, for which City staff submitted a Mutual Aid Request to Tulare County OES to initiate the household tank program for identified properties within the city where wells are dry and challenged for permanent connection. The State has committed funding for non-profit agencies to continue drought-related activities, which Self-Help Enterprises has continued the household tank program locally, through State Cleanup and Abatement Account (CAA) emergency funds.

Representatives for the City, County, State (CalOES, DDW, DWR, and SWB) and non-profit partners continued to meet in support of the long-term permanent water connection project for the entire East Porterville area and the estimated 1,800 expected future connections. DWR identified 423 residential units in the

East Porterville area (381 of which are in the City's Urban Development Boundary), that were served by the County's Household Tank Program and desired by the State to be connected to the City's water distribution system as soon as possible. DWR has completed a significant City waterline extension project to permanently connect those 423 residential units to the City's water system (considered Phase I of the project). To provide initial source water for the DWR extension project, CalOES desired to expeditiously connect the new well on Olive Avenue to the City's water system instead of being first equipped as a filling station. Given the new well has an estimated water production value of 800 gallons per minute, as well as a SWB assumed 1.5 gallons per minute per residence, the new well could effectively serve up to five hundred (500) single-family residential units. The City indicated its significant interest that the E. Vandalia Avenue area and its eighty (80) residential units be included in the water connection project, to which the State was agreeable.

Given CalOES has paid for the development of the new well, and its connection to the City's water system, the City will be required under "Drought Redundancy and Resiliency Provisions" to make available to the State up to three million gallons of water per month without charge for emergency purposes.

To proceed with the connection of the new well to the City's water system and the 500 East Porterville and E. Vandalia Avenue residential units, the City Council approved modifications to the Draft Agreement between the City and County at its meeting on April 5, 2016, which the County Board of Supervisors subsequently approved at their meeting on May 10, 2016.

A Memorandum of Understanding between the State, County, and City on the East Porterville permanent water connection project was approved by the Council during a Special Meeting on Tuesday, June 21, 2016, and approved by the Board of Supervisors on Tuesday, June 28, 2016. With the approval of the MOU, the State began the permanent connection of approximately forty (40) homes that are located along existing City water mains. Subsequently, the State officially requested that the City approve the connection of an additional thirty (30) residences as part of the first immediate connections, for up to a total of seventy (70), which the Council approved at its meeting on August 2, 2016.

In regards to the new well's development and connection to the City's water distribution system, the Board of Supervisors awarded the contract for equipping and connecting the new well at its meeting on Tuesday, August 16, 2016, and construction activities commenced the week of October 10, 2016.

County staff had previously indicated that the well would be in service and connected to the City's system no later than December 2016, however, the well was operational and connected to the City's water distribution as of Friday, February 17, 2017. Given the delay in the well's completion and connection, DWR requested that the Council consider allowing the connection of residences as they become prepared for connection, to which the Council was receptive, and a Draft MOU Amendment was approved by the Council at its meeting on December 6, 2016, and subsequently approved by the Board of Supervisors at its

meeting on December 20, 2016. City staff continued to work with County staff toward the transfer of the well's ownership from the County to the City, which at its meeting on April 20, 2021, the Council approved the draft Transfer Agreement subject to the City Attorney's final form.

As of Friday, March 31, 2017, the date the State established as the final day for property owners to complete the registration process to participate in the State-funded connection program opportunity, of the 1,017 eligible developed residential properties identified by the State for connection, 722 completed the required Extra-Territorial Services Agreement, leaving 295 developed residential properties non-responsive to this unique connection program, twenty-three (23) of which were reported as having either dry or diminishing capacity wells. On February 6, 2018, the final residential connection was made of the approximate eligible eight hundred (800) residences in East Porterville to the City's water system.

City staff continues to coordinate with Self-Help Enterprises and State representatives toward the extension of water mains to serve all residential properties within City limits and the city's periphery that are currently participating in the County's Household Tank Program. The two main areas of focus are N. Cobb Street (northwest of State Route 65 and Pioneer Avenue), and S. Cloverleaf Street (southeast of State Route 65 and Olive Avenue). The State has maintained its commitment to grant-fund the necessary infrastructure and connection fees, providing an official funding letter to the City on January 18, 2018, which commits up to \$2.81 million in funding until December 31, 2019. The authorization to advertise for bids for the water connection project was approved by the Council at its July 17th meeting, after which DWR reviewed the bid package for compliance and approved in December the package for advertisement. Council authorized award of the construction contract for approximately \$1.82 million at its meeting on January 15, 2019. City staff conducted a pre-construction public outreach meeting with the affected residents on the status of the project on Thursday, April 4, 2019. Council authorized the agreement with Self-Help Enterprises Inc. to provide the private residential connections at its meeting on July 2, 2019, and construction work began on the project. At its meeting on October 1, 2019, the Council accepted the public works segment of the project in the installation of water mains as complete, with Self-Help and CSET continuing to collaborate on the completion of the individual private connections and abandonment of private wells. City staff has recently been made aware that there may be a couple of additional residences whose wells are dry that are located along existing City water mains or may require further extension of water mains. Staff is coordinating with State staff on addressing these new isolated needs.

County OES and the State Division of Drinking Water (DDW) have reported to the City that the Central Mutual Water Company, located south of the city and south of Gibbons Avenue, has had its well run dry and desires an immediate emergency connection to the City's water system to serve the forty-one (41) connections currently without water. DDW is wishing to support a financial application to upgrade the small water system to City standards (new water

lines, meters ,etc.), and to sponsor an Urban Development Boundary (UDB) Amendment application to Tulare County Local Agency Formation Commission (LAFCO), given this area is currently outside the City's UDB but within the City's Urban Area Boundary (UAB). Given several private wells have run dry in this area, DDW is also attempting to sponsor their connection to the City's water system. For source water capacity for the connections, DWR will include these new connections within the East Porterville water connection capacity development projects. At its Special meeting on August 30, 2019, the City Council directed staff to proceed with the immediate emergency connection of the Central water system, with the permanent connection of the system contingent upon an Agreement with DDW to the sponsorship conditions they have offered. At its meeting on October 1, 2019, the Council directed staff to proceed with the amendment of the UDB to facilitate annexation, which a public meeting with the affected residents was conducted on Wednesday, October 9, 2019. At its meeting on April 21, 2020, the Council conducted a Public Hearing and approved Resolutions of approval of the environmental determination and amendment to the UDB to facilitate annexation. At its meeting on June 1, 2021, the Council approved the State Water Board funding agreement for the development of a City-owned production well, distribution mains and water meters to serve each customer, as well as fire hydrants. On July 20, 2021, the City received notification from the State Water Board that the Akin/Central Water Consolidation Project funding agreement had been formally approved and executed.

DDW has also reported to the City that the Del Oro East Plano water system, located on Paul Street (southeast of the intersection of Plano Street and Worth Avenue), is experiencing problems with its existing well and have implemented severe water restrictions. The East Plano water system serves fourteen (14) residences and approximately forty-five (45) people. DDW is wishing to provide financial support to upgrade the small water system to City standards (new water lines, meters ,etc.), and for source water capacity for the connections, DDW would need to either pay appropriate fees and/or develop a capacity development project. The Council is aware that the Del Oro Grandview Gardens water system (north of W. North Grand Avenue) is also experiencing significant issues, and DDW may seek their future consolidation with the City's water system as well.

DDW has further reported to the City that the Beverly Grand Mutual Water Company water system, located north of West North Grand Avenue, is experiencing problems with its existing well and water quality issues, and desires its connection to the City's system to serve the thirty-one (31) residences the system serves. DDW is wishing to provide financial support to upgrade the small water system to City standards (new water lines, meters ,etc.), and for source water capacity for the connections, DDW has agreed to pay appropriate fees toward developing a capacity development project, which at its meeting of October 3, 2017, the Council approved a purchase agreement with Smee Homes, Inc. for the acquisition of property along the Tule River for the development of a new municipal well. At its meeting of October 1, 2019, the Council approved proceeding with the consolidation of the Beverly Grand water

system.

RECOMMENDATION: That the City Council receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration.

ATTACHMENTS:

1. City of Porterville Resolution Declaring Local Drought Emergency: May 5, 2015
2. United States Department of Agriculture Drought Natural Disaster Area Designation: March 5, 2021
3. State of California State of Emergency Proclamation: April 21, 2021
4. County of Tulare Drought Local Emergency Resolution: April 27, 2021
5. State Water Resources Control Board: Emergency Regulation - Water Conservation; January 4, 2022
6. Governor Newsom Executive Order N-7-22: March 28, 2022
7. State Water Resources Control Board Funding Agreement: Akin/Central Water Consolidation Project

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

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

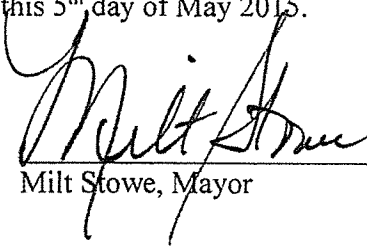
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

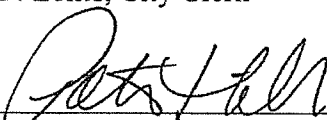
BE IT FURTHER RESOLVED: that a copy of this resolution be forwarded to the State Director of the Office of Emergency Services.

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



United States Department of Agriculture

Office of the Secretary
Washington, D.C. 20250

March 5, 2021

The Honorable Gavin Newsom
Governor
State of California
Sacramento, California 95814

Dear Governor Newsom:

In accordance with 7 CFR 759.5(a), I am designating 50 California counties as primary natural disaster areas due to a recent drought.

According to the U.S. Drought Monitor (see <http://droughtmonitor.unl.edu/>), these counties suffered from a drought intensity value during the growing season of 1) D2 Drought-Severe for 8 or more consecutive weeks or 2) D3 Drought-Extreme or D4 Drought-Exceptional.

In accordance with section 321(a) of the Consolidated Farm and Rural Development Act, additional areas of your state and adjacent states are named as contiguous disaster counties. Enclosed you will find documentation that provides a detailed list of all primary and contiguous counties impacted by this disaster.

A Secretarial disaster designation makes farm operators in primary counties and those counties contiguous to such primary counties eligible to be considered for certain assistance from the Farm Service Agency (FSA), provided eligibility requirements are met. This assistance includes FSA emergency loans. Farmers in eligible counties have 8 months from the date of a Secretarial disaster declaration to apply for emergency loans. FSA considers each emergency loan application on its own merits, taking into account the extent of production losses on the farm and the security and repayment ability of the operator.

Local FSA offices can provide affected farmers with further information.

Sincerely,

A handwritten signature in blue ink, reading "Tom J. Vilsack", is positioned above the printed name of the Secretary.

Thomas J. Vilsack
Secretary

Enclosure

Disaster Designation Areas for California and Contiguous States

Primary Counties:

California	(50)			
Alameda	Glenn	Marin	Riverside	Solano
Alpine	Humboldt	Mariposa	Sacramento	Sonoma
Amador	Imperial	Mendocino	San Bernardino	Stanislaus
Butte	Inyo	Merced	San Francisco	Sutter
Calaveras	Kern	Modoc	San Joaquin	Tehama
Colusa	Kings	Mono	San Mateo	Trinity
Contra Costa	Lake	Napa	Santa Clara	Tulare
Del Norte	Lassen	Nevada	Shasta	Tuolumne
El Dorado	Los Angeles	Placer	Sierra	Yolo
Fresno	Madera	Plumas	Siskiyou	Yuba

Contiguous Counties:

California	(8)		
Monterey	San Benito	San Luis Obispo	Santa Cruz
Orange	San Diego	Santa Barbara	Ventura

In addition, in accordance with section 321(a) of the Consolidated Farm and Rural Development Act, counties in adjacent states are named as contiguous disaster areas. Those states, counties, and numbers are:

Contiguous Counties in Adjacent States:

Arizona	(3)		
La Paz	Mohave	Yuma	
Nevada	(8)		
Clark	Esmeralda	Mineral	Washoe
Douglas	Lyon	Nye	Carson City
Oregon	(5)		
Curry	Josephine	Lake	
Jackson	Klamath		

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

State of Emergency Proclamation

WHEREAS climate change is intensifying the impacts of droughts on our communities, environment and economy, and California must therefore improve drought resiliency and prepare to respond to more frequent, prolonged, and intense dry periods; and

WHEREAS much of the West is experiencing severe to exceptional drought and California is in a second consecutive year of dry conditions, resulting in drought or near-drought throughout many portions of the State; and

WHEREAS these drought conditions can result in degraded water quality, fallowing of productive farmland, setbacks to vulnerable and rural communities through job losses and longer-lasting recoveries, significant impacts to tribal, commercial, and recreational salmon fisheries, constraints on access to traditional lifeways, loss of aquatic and terrestrial biodiversity, and ecosystem impacts; and

WHEREAS drought conditions vary across the State and some watersheds, including the Russian River and Klamath Basin, are extremely dry and are facing substantial water supply and ecosystem challenges; and

WHEREAS it is necessary to expeditiously mitigate the effects of the drought conditions within the Russian River Watershed, located within Mendocino and Sonoma counties, to ensure the protection of health, safety, and the environment; and

WHEREAS experience in the last drought has demonstrated the value of preparing earlier for potential sustained dry conditions, the need to improve our monitoring and forecasting capabilities, and many other lessons that are captured in the Administration's *Report to the Legislature on the 2012-2016 Drought*; and

WHEREAS the State and its many partners have strengthened drought resilience since the last drought including state investments in water management systems, implementation of the Sustainable Groundwater Management Act, establishment of the Safe and Affordable Fund for Equity and Resilience Program, development of the Administration's *Water Resilience Portfolio*, and continued water conservation by Californians whose current statewide urban water use is 16% lower than at the beginning of the last drought; and

WHEREAS state agencies have been actively responding to current drought conditions and preparing for the possibility of a third dry year including through convenings of the interagency drought team, which was established at my direction, to organize, focus, and track changing conditions, coordinate state agency responses, and work closely with partners across the State; and

WHEREAS under the provisions of Government Code section 8558(b), I find that the conditions caused by the drought conditions, by reason of their magnitude, are or are likely to be 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 appropriately respond; and

WHEREAS under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the drought conditions; and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of, the drought conditions within the Russian River Watershed, and under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions of the Russian River Watershed, located within Mendocino and Sonoma counties.

NOW THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in Mendocino and Sonoma counties due to drought conditions in the Russian River Watershed.

IT IS HEREBY ORDERED THAT:

1. To further the success of California's water conservation efforts and increase our drought preparedness, state agencies shall partner with local water districts and utilities to make all Californians aware of drought, and encourage actions to reduce water usage by promoting the Department of Water Resources' Save Our Water campaign (<https://saveourwater.com>) and other water conservation programs.
2. To continue coordination with partners across the State for the potential of prolonged drought impacts, the Department of Water Resources, the State Water Resources Control Board (Water Board), the Department of Fish and Wildlife, and the Department of Food and Agriculture shall work with regional and local governments, including groundwater sustainability agencies, to identify watersheds, communities, public water systems, and ecosystems that may require coordinated state and local actions to address issues stemming from continued dry conditions, to ensure that we can respond to water shortages and protect people, natural resources and economic activity.
3. To continue partnership and coordination with Californian Native American tribes, state agencies shall engage in consultation, collaboration, and communication with California Native American tribes to assist them in necessary preparation and response to drought conditions on tribal lands and potential impacts to cultural and traditional resources within ancestral lands.
4. To prioritize drought response and preparedness resources, the Department of Water Resources, the Water Board, the Department of Fish and Wildlife and the Department of Food and Agriculture, in consultation with the Department of Finance, shall:
 - a. Accelerate funding for water supply enhancement, water conservation, or species conservation projects.
 - b. Identify unspent funds that can be repurposed to enable projects to address drought impacts to people, ecosystems, and economic activities.
 - c. Recommend additional financial support for water resilience infrastructure projects and actions for potential inclusion in the upcoming May Revision.

5. To increase resilience of our water supplies during drought conditions, the Department of Water Resources shall:
 - a. Work with counties to encourage reporting of household water shortages, such as dry residential wells, on the website the Department maintains for that purpose, to enable tracking of drought impacts.
 - b. Work with counties, and groundwater sustainability agencies as appropriate, to help ensure that well drillers submit required groundwater well logs for newly constructed and deepened wells in a timely manner.
 - c. Work with agricultural water suppliers and agricultural water users to provide technical assistance, including implementation of efficient water management practices and use of technology such as the California Irrigation Management Information System.
 - d. Work with urban and agricultural water suppliers to encourage timely submittal by water districts and public posting of urban water management and water shortage contingency plans and agricultural water management and drought plans.
 - e. Accelerate updating the land subsidence data it is providing to support implementation of the Sustainable Groundwater Management Act.
6. To increase resilience of our water systems during drought conditions, the Water Board shall:
 - a. Use its authority, provide technical assistance, and where feasible provide financial assistance, to support regular reporting of drinking water supply well levels and reservoir water levels where the Water Board determines that there is risk of supply failure because of lowering groundwater levels or reservoir levels that may fall below public water system intakes.
 - b. Prioritize the permitting of public water systems that anticipate the need to activate additional supply wells where water quality is a concern and treatment installation needs to proceed to relieve a system's potential supply concerns.
 - c. Provide annual water demand data, information on water right priority, and other communications on water availability on its website.
 - d. Identify watersheds where current diversion data is insufficient to evaluate supply impacts caused by dry conditions, and take actions to ensure prompt submittal of missing data in those watersheds.
7. To address the acutely dry conditions in the Russian River Watershed, the Water Board shall consider:
 - a. Modifying requirements for reservoir releases or diversion limitations in that watershed to ensure adequate, minimal water supplies for critical purposes.
 - b. Adopting emergency regulations to curtail water diversions when water is not available at water rights holders' priority of right or to protect releases of stored water.

For purposes of carrying out this directive, Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are suspended in the counties of Mendocino and Sonoma to the extent necessary to address the impacts of the drought in the Russian River Watershed. The Water Board shall identify the projects

eligible for the suspensions pursuant to this paragraph and maintain on its websites a list of the activities or approvals for which these provisions are suspended.

8. To ensure that equipment and services necessary for drought response in the Russian River Watershed can be procured quickly, the provisions of the Government Code and the Public Contract Code applicable to procurement, state contracts, and fleet assets, including, but not limited to, advertising and competitive bidding requirements, are hereby suspended to the extent necessary to address the effects of the drought in the Russian River Watershed, located within Mendocino and Sonoma counties. Approval of the Department of Finance is required prior to the execution of any contract entered into pursuant to this provision.
9. To increase the resilience of our natural habitats to protect vulnerable species during drought conditions, the Department of Fish and Wildlife shall:
 - a. Evaluate and take actions to protect terrestrial and aquatic species and, wherever possible, work with water users and other parties on voluntary measures to protect species.
 - b. Work to improve State hatcheries and increase water use efficiency on State wildlife areas and ecological reserves to maintain habitat for vulnerable species.
 - c. Respond to human-wildlife interactions related to ongoing dry conditions and increase public messaging and awareness.
 - d. Work with commercial and recreational salmon fishing and tribal representatives to anticipate and develop strategies to mitigate and respond to salmon fishery impacts, with particular emphasis on addressing impacts to salmon fisheries in the Klamath Basin.
10. To support our agricultural economy and food security during drought conditions, the Department of Food and Agriculture shall:
 - a. Provide technical assistance to support conservation planning, on-farm water and energy conservation practices and technologies, including augmenting the State Water Efficiency and Enhancement Program.
 - b. Conduct an economic analysis of drought impacts to agriculture, including land use, jobs, and rural food economies, expanding on existing research done in the last drought to include thorough regional analysis especially in the Central Valley, and in the implementation of the Sustainable Groundwater Management Act and alternative land uses for fallowed land.
 - c. Maintain a web page with drought resources for farmers and ranchers, including the United States Department of Agriculture and other federal and state resources.
 - d. Work with federal agencies to assist Klamath Basin farmers and ranchers contending with reduced water supplies.
11. To ensure the potential impacts of drought on communities are anticipated and proactively addressed, the Department of Water Resources, in coordination with the Water Board, shall develop groundwater management principles and strategies to monitor, analyze, and minimize impacts to drinking water wells.
12. To provide critical information on the different drought conditions across the State, the Department of Water Resources, in consultation with the Department of Fish and Wildlife, the Department of Food and Agriculture,

and the Water Board, shall develop a California Drought Monitor by December 31, 2021, as recommended in the Administration's Report to the Legislature on the 2012-2016 Drought.

13. To prepare for potential salinity issues in the Delta, the Department of Water Resources, in consultation with the Water Board, the Department of Fish and Wildlife, the Delta Stewardship Council, and the Central Valley Flood Protection Board, shall initiate actions necessary to prepare for and address potential Delta salinity issues during prolonged drought conditions.

14. To prepare for potential impacts of drought conditions on species, the Water Board and the Department of Fish and Wildlife shall work with federal agency partners to manage temperature conditions for the preservation of fish in the Sacramento River downstream of Shasta Dam while balancing water supply needs.

This Proclamation 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 Proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Proclamation.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 21st day of April 2021



GAVIN NEWSOM
Governor of California

ATTEST:

DR. SHIRLEY WEBER
Secretary of State

RESOLUTION PROCLAIMING A LOCAL EMERGENCY BY THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF A)
LOCAL EMERGENCY DUE TO)
SEVERE DROUGHT CONDITIONS)

RESOLUTION NO. 2021-0290

WHEREAS, California's most recent drought spanning from approximately 2012 to 2018 required the proclamation of a Local Emergency by the County of Tulare from February 2014 to November 2019, as well as a Governor's State of Emergency and the combined resources of multiple local, state, and federal agencies, commercial entities, and non-profit organizations to mitigate; and

WHEREAS, over 3,000 failed or dry wells – including private domestic, community, and agricultural wells – were reported to Tulare County from 2014 to 2017 as a result of the prior drought, causing significant health, safety, and economic issues for Tulare County residents and businesses; and

WHEREAS, well over \$100 million in emergency relief and permanent infrastructure projects were expended to mitigate the effects of the prior drought; and

WHEREAS, a hydrological year ("water year") runs from October 1 to September 30 of the following year; and

WHEREAS, the current water year beginning October 1, 2020 is, to date, the third-driest on record, with potential to become the driest on record without significant additional precipitation which is unlikely to occur during the traditionally dry months; and

WHEREAS, the United States Drought Monitor shows that 94.51% of Tulare County is currently experiencing "Extreme Drought" (D3) conditions and the remaining 5.49% is in "Severe Drought" (D2) conditions, and the County of Tulare anticipates that these conditions will progress to "Exceptional Drought" (D4) conditions as occurred in the prior drought based on the current Southern Sierra snowpack measured at only 15% of historical average for April 1st, drastically reduced surface water allocations on the State Water Project and Central Valley Project, and correspondingly low water levels in local reservoirs; and

WHEREAS, surface water supply constraints create a demonstrable and unsustainable increase in demand for groundwater which is likely to cause additional dry wells for community water systems, private domestic wells, and agricultural wells, creating economic hardships and conditions of extreme peril to the health and safety of individuals within Tulare County requiring the combined forces of all levels of government to mitigate; and

WHEREAS, California Government Code section 8630 empowers the Board of Supervisors to proclaim the existence or threatened existence of a local emergency; and

WHEREAS, Section 1-15-1005 of the Tulare County Ordinance Code defines "emergency" to include "the actual or threatened existence of conditions of disaster or of

extreme peril to the safety of persons and property within [Tulare] County caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, earthquake, or other conditions, ... which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of [Tulare] County, requiring the combined forces of other political subdivisions to combat"; and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout said Tulare County due to drought which has created conditions of disaster and extreme peril to the safety of persons and property within the County, and that such conditions are or are likely to be beyond the control of the services, personnel, equipment, and/or facilities of this County, thus requiring the combined forces of other political subdivisions to combat; and

IT IS FURTHER PROCLAIMED that this local emergency is proclaimed pursuant to the California Emergency Services Act, California Government Code §8550 et seq.; and

IT IS REQUESTED that the Governor of the State of California find and proclaim Tulare County to be in a State of Emergency, and make available any and all material and financial support and resources necessary to combat the conditions of disaster, including but not limited to California Disaster Assistance Act funding for emergency protective measures and increased funding to relevant programs of the State Water Resources Control Board and Department of Water Resources; and

IT IS FURTHER REQUESTED that the Governor waive and all regulations and statutes that may hinder response to this emergency; and

IT IS PROCLAIMED AND ORDERED that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of Tulare County shall be those prescribed by State law, by ordinances and resolutions of Tulare County, and by the Tulare County Operational Area Emergency Operations Plan, as approved by the Board of Supervisors.

UPON MOTION OF SUPERVISOR MICARI, SECONDED BY SUPERVISOR TOWNSEND, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD APRIL 27, 2021, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS MICARI, VANDER POEL, SHUKLIAN, VALERO AND TOWNSEND

NOES: NONE

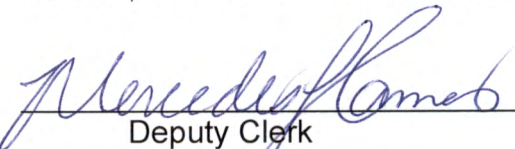
ABSTAIN: NONE

ABSENT: NONE

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS



BY:


Deputy Clerk

**STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2022-0002**

**TO ADOPT AN EMERGENCY REGULATION
TO SUPPLEMENT VOLUNTARY WATER CONSERVATION**

WHEREAS:

1. On April 21, May 10, and July 8, 2021, Governor Newsom issued proclamations that a state of emergency exists in a total of 50 counties due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies and mitigate the effects of drought and ensure the protection of health, safety, and the environment.
2. On October 19, 2021, Governor Newsom signed a proclamation extending the drought emergency statewide and further urging Californians to reduce their water use.
3. There is no guarantee that winter precipitation will alleviate the current drought conditions.
4. Many Californians have taken bold steps over the years to reduce water use; nevertheless, the severity of the current drought and uncertainty about Water Year 2022 require additional conservation actions from residents and businesses.
5. Water conservation is the easiest, most efficient, and most cost-effective way to quickly reduce water demand and extend supplies into the next year, providing flexibility for all California communities. Water saved is water available next year, giving water suppliers the flexibility to manage their systems efficiently. The more water that is conserved now, the less likely it is that a community will experience such dire circumstances or that water rationing will be required.
6. Most Californians use more water outdoors than indoors. In many areas, 50 percent or more of daily water use is for lawns and outdoor landscaping. Outdoor water use is generally discretionary, and many irrigated landscapes would not suffer greatly from receiving a decreased amount of water.

7. Public information and awareness are critical to achieving conservation goals, and the Save Our Water campaign ([SaveOurWater.com](https://www.saveourwater.com)), run jointly by the Department of Water Resources (DWR) and the Association of California Water Agencies, is an excellent resource for conservation information and messaging that is integral to effective drought response.
8. [SaveWater.CA.Gov](https://www.savewater.ca.gov) is an online tool designed to help save water in communities. This website lets anyone easily report water waste from their phone, tablet, or computer by simply selecting the type of water waste they see, typing in the address where the waste is occurring, and clicking send. These reports are filed directly with the State Water Resources Control Board (State Water Board or Board) and relevant local water supplier.
9. Enforcement against water waste is a key tool in conservation programs. When conservation becomes a social norm in a community, the need for enforcement is reduced or eliminated.
10. On October 19, 2021, the Governor suspended the environmental review required by the California Environmental Quality Act to allow State Water Board-adopted drought conservation emergency regulations and other actions to take place quickly to respond to emergency conditions.
11. Water Code section 1058.5 grants the State Water Board the authority to adopt emergency regulations in certain drought years in order to: “prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter’s priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports.”
12. On November 30, 2021, the State Water Board issued public notice that the State Water Board would consider the adoption of the regulation at the Board’s regularly scheduled January 4, 2022 public meeting, in accordance with applicable State laws and regulations. The State Water Board also distributed for public review and comment a Finding of Emergency that complies with State laws and regulations.
13. The emergency regulation sets a minimum standard that many communities are already doing more but not everyone is taking these low-cost, easy to implement actions that can save significant amounts of water during a drought emergency.

14. Disadvantaged communities may require assistance in increasing water conservation, and state and local agencies should look for opportunities to provide assistance in promoting water conservation, including but not limited to translation of regulation text and dissemination of water conservation announcements into languages spoken by at least 10 percent of the people who reside in a water supplier's service area, such as in newspaper advertisements, bill inserts, website homepage, social media, and notices in public libraries.
15. The Board directs staff to consider the following in pursuing any enforcement of section 995, subdivision (b)(1)(A)-(F): before imposing monetary penalties, staff shall provide one or more warnings; monetary penalties must be based on an ability to pay determination, consider allowing a payment plan of at least 12 months, and shall not result in a tax lien; and Board enforcement shall not result in shutoff.
16. The Board encourages entities other than Board staff that consider any enforcement of this regulation to apply these same factors identified in resolved paragraph 15. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Moreover, the Water Code does not impose a mandatory penalty for violations of the regulation adopted by this resolution, and local agencies retain their enforcement discretion in enforcing the regulation, to the extent authorized, and may develop their own progressive enforcement practices to encourage conservation.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts California Code of Regulations, title 23, section 995, as appended to this resolution as an emergency regulation.
2. State Water Board staff will submit the regulation to the Office of Administrative Law (OAL) for final approval.
3. If, during the approval process, State Water Board staff, the State Water Board, or OAL determines that minor corrections to the language of the regulation or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director or designee may make such changes.

4. This regulation shall remain in effect for one year after filing with the Secretary of State unless the State Water Board determines that it is no longer necessary due to changed conditions or unless the State Water Board renews the regulation due to continued drought conditions, as described in Water Code section 1058.5.
5. The State Water Board directs State Water Board staff to work with the Department of Water Resources and the Save Our Water campaign to disseminate information regarding the emergency regulations.
6. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Local agencies are encouraged to develop their own progressive enforcement practices to promote conservation.

CERTIFICATION

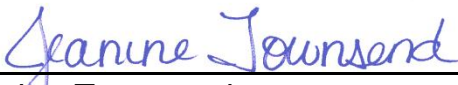
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

AYE: Vice Chair Dorene D'Adamo
Board Member Sean Maguire
Board Member Laurel Firestone
Board Member Nichole Morgan

NAY: None

ABSENT: Chair E. Joaquin Esquivel

ABSTAIN: None



Jeanine Townsend
Clerk to the Board

ADOPTED TEXT OF EMERGENCY REGULATION

Title 23. Waters

Division 3. State Water Resources Control Board and Regional Water Quality Control Boards

Chapter 3.5. Urban Water Use Efficiency and Conservation

Article 2. Prevention of Drought Wasteful Water Uses

§ 995. Wasteful and Unreasonable Water Uses.

(a) As used in this section:

(1) "Turf" has the same meaning as in section 491.

(2) "Incidental runoff" means unintended amounts (volume) of runoff, such as unintended, minimal overspray from sprinklers that escapes the area of intended use. Water leaving an intended use area is not considered incidental if it is part of the facility or system design, if it is due to excessive application, if it is due to intentional overflow or application, or if it is due to negligence.

(b)(1) To prevent the unreasonable use of water and to promote water conservation, the use of water is prohibited as identified in this subdivision for the following actions:

(A) The application of potable water to outdoor landscapes in a manner that causes more than incidental runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;

(B) The use of a hose that dispenses water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;

(C) The use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard surfaced areas, except in cases where health and safety are at risk;

(D) The use of potable water for street cleaning or construction site preparation purposes, unless no other method can be used or as needed to protect the health and safety of the public;

(E) The use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those decorative fountains, lakes, or ponds that use pumps to recirculate water and only require refilling to replace evaporative losses;

(F) The application of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one fourth of one inch of rain. In determining whether measurable rainfall of at least fourth of one inch of rain occurred in a given area, enforcement may be based on records of the National Weather Service, the closest CIMIS station to the parcel, or any other reliable source of rainfall data available to the entity undertaking enforcement of this subdivision; and

(G) The use of potable water for irrigation of ornamental turf on public street medians.

(2) Notwithstanding subdivision (b)(1), the use of water is not prohibited by this section to the extent necessary to address an immediate health and safety need. This may include, but is not limited to, the use of potable water in a fountain or water feature when required to be potable because human contact is expected to occur.

(c)(1) To prevent the unreasonable use of water and to promote water conservation, any homeowners' association or community service organization or similar entity is prohibited from:

(A) Taking or threatening to take any action to enforce any provision of the governing documents or architectural or landscaping guidelines or policies of a common interest development where that provision is void or unenforceable under section 4735, subdivisions (a) and (b) of the Civil Code;

(B) Imposing or threatening to impose a fine, assessment, or other monetary penalty against any owner of a separate interest for reducing or eliminating the watering of vegetation or lawns during a declared drought emergency, as described in section 4735, subdivision (c) of the Civil Code; or

(C) Requiring an owner of a separate interest upon which water-efficient landscaping measures have been installed in response to a declared drought emergency, as described in section 4735, subdivisions (c) and (d) of the Civil Code, to reverse or remove the water-efficient landscaping measures upon the conclusion of the state of emergency.

(2) As used in this subdivision:

(A) "Architectural or landscaping guidelines or policies" includes any formal or informal rules other than the governing documents of a common interest development.

(B) "Homeowners' association" means an "association" as defined in section 4080 of the Civil Code.

(C) "Common interest development" has the same meaning as in section 4100 of the Civil Code.

(D) "Community service organization or similar entity" has the same meaning as in section 4110 of the Civil Code.

(E) "Governing documents" has the same meaning as in section 4150 of the Civil Code.

(F) "Separate interest" has the same meaning as in section 4185 of the Civil Code.

(3) If a disciplinary proceeding or other proceeding to enforce a rule in violation of subdivision (c)(1) is initiated, each day the proceeding remains pending shall constitute a separate violation of this regulation.

(d) To prevent the unreasonable use of water and to promote water conservation, any city, county, or city and county is prohibited from imposing a fine under any local maintenance ordinance or other relevant ordinance as prohibited by section 8627.7 of the Government Code.

(e) The taking of any action prohibited in subdivision (b), (c) or (d) is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(f) A decision or order issued under this section by the Board or an officer or employee of the Board is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, 4150, 4185, and 4735, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 491, and 1122, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976.

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-22

WHEREAS on April 12, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed states of emergency that continue today and exist across all the counties of California, due to extreme and expanding drought conditions; and

WHEREAS climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and California is in a third consecutive year of dry conditions, resulting in continuing drought in all parts of the State; and

WHEREAS the 21st century to date has been characterized by record warmth and predominantly dry conditions, and the 2021 meteorological summer in California and the rest of the western United States was the hottest on record; and

WHEREAS since my October 19, 2021 Proclamation, early rains in October and December 2021 gave way to the driest January and February in recorded history for the watersheds that provide much of California's water supply; and

WHEREAS the ongoing drought will have significant, immediate impacts on communities with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

WHEREAS the two largest reservoirs of the Central Valley Project, which supplies water to farms and communities in the Central Valley and the Santa Clara Valley and provides critical cold-water habitat for salmon and other anadromous fish, have water storage levels that are approximately 1.1 million acre-feet below last year's low levels on this date; and

WHEREAS the record-breaking dry period in January and February and the absence of significant rains in March have required the Department of Water Resources to reduce anticipated deliveries from the State Water Project to 5 percent of requested supplies; and

WHEREAS delivery of water by bottle or truck is necessary to protect human safety and public health in those places where water supplies are disrupted; and

WHEREAS groundwater use accounts for 41 percent of the State's total water supply on an average annual basis but as much as 58 percent in a critically dry year, and approximately 85 percent of public water systems rely on groundwater as their primary supply; and

WHEREAS coordination between local entities that approve permits for new groundwater wells and local groundwater sustainability agencies is important to achieving sustainable levels of groundwater in critically overdrafted basins; and

WHEREAS the duration of the drought, especially following a multiyear drought that abated only five years ago, underscores the need for California to redouble near-, medium-, and long-term efforts to adapt its water management and delivery systems to a changing climate, shifting precipitation patterns, and water scarcity; and

WHEREAS the most consequential, immediate action Californians can take to extend available supplies is to voluntarily reduce their water use by 15 percent from their 2020 levels by implementing the commonsense measures identified in operative paragraph 1 of Executive Order N-10-21 (July 8, 2021); and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021 Proclamations remain in full force and effect, except as modified by those Proclamations and herein. State agencies shall continue to implement all directions from those Proclamations and accelerate implementation where feasible.
2. To help the State achieve its conservation goals and ensure sufficient water for essential indoor and outdoor use, I call on all Californians to strive to limit summertime water use and to use water more efficiently indoors and out. The statewide Save Our Water conservation campaign at [SaveOurWater.com](https://www.SaveOurWater.com) provides simple ways for Californians to reduce water use in their everyday lives. Furthermore, I encourage Californians to understand and track the amount of water they use and measure their progress toward their conservation goals.
3. By May 25, 2022, the State Water Resources Control Board (Water Board) shall consider adopting emergency regulations that include all of the following:
 - a. A requirement that each urban water supplier, as defined in section 10617 of the Water Code, shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water

supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code;

- b. A requirement that each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2), by a date to be set by the Water Board; and
- c. A requirement that each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, shortage response actions established by the Water Board, which shall take into consideration model actions that the Department of Water Resources shall develop for urban water supplier water shortage contingency planning for Level 2, by a date to be set by the Water Board.

To further conserve water and improve drought resiliency if the drought lasts beyond this year, I encourage urban water suppliers to conserve more than required by the emergency regulations described in this paragraph and to voluntarily activate more stringent local requirements based on a shortage level of up to thirty percent (Level 3).

- 4. To promote water conservation, the Department of Water Resources shall consult with leaders in the commercial, industrial, and institutional sectors to develop strategies for improving water conservation, including direct technical assistance, financial assistance, and other approaches. By May 25, 2022, the Water Board shall consider adopting emergency regulations defining “non-functional turf” (that is, a definition of turf that is ornamental and not otherwise used for human recreation purposes such as school fields, sports fields, and parks) and banning irrigation of non-functional turf in the commercial, industrial, and institutional sectors except as it may be required to ensure the health of trees and other perennial non-turf plantings.
- 5. In order to maximize the efficient use of water and to preserve water supplies critical to human health and safety and the environment, Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended, with respect to the directives in paragraphs 3 and 4 of this Order and any other projects and activities for the purpose of water conservation to the extent necessary to address the impacts of the drought, and any permits necessary to carry out such projects or activities. Entities that desire to conduct activities under this suspension, other than the directives in paragraphs 3 and 4 of this Order, shall first request that the Secretary of the Natural Resources Agency make a determination that the proposed activities are eligible to be conducted under this suspension. The Secretary shall use sound discretion in applying this Executive Order to ensure that the suspension serves the purpose of accelerating conservation projects that are necessary to address impacts of the drought, while at the same time

protecting public health and the environment. The entities implementing these directives or conducting activities under this suspension shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

6. To support voluntary approaches to improve fish habitat that would require change petitions under Water Code section 1707 and either Water Code sections 1425 through 1432 or Water Code sections 1725 through 1732, and where the primary purpose is to improve conditions for fish, the Water Board shall expeditiously consider petitions that add a fish and wildlife beneficial use or point of diversion and place of storage to improve conditions for anadromous fish. California Code of Regulations, title 23, section 1064, subdivisions (a)(1)(A)(i)-(ii) are suspended with respect to any petition that is subject to this paragraph.
7. To facilitate the hauling of water for domestic use by local communities and domestic water users threatened with the loss of water supply or degraded water quality resulting from drought, any ordinance, regulation, prohibition, policy, or requirement of any kind adopted by a public agency that prohibits the hauling of water out of the water's basin of origin or a public agency's jurisdiction is hereby suspended. The suspension authorized pursuant to this paragraph shall be limited to the hauling of water by truck or bottle to be used for human consumption, cooking, or sanitation in communities or residences threatened with the loss of affordable safe drinking water. Nothing in this paragraph limits any public health or safety requirement to ensure the safety of hauled water.
8. The Water Board shall expand inspections to determine whether illegal diversions or wasteful or unreasonable use of water are occurring and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. 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.
9. To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not:
 - a. Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability

Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; or

- b. Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

This paragraph shall not apply to permits for wells that will provide less than two acre-feet per year of groundwater for individual domestic users, or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code.

10. To address household or small community drinking water shortages dependent upon groundwater wells that have failed due to drought conditions, the Department of Water Resources shall work with other state agencies to investigate expedited regulatory pathways to modify, repair, or reconstruct failed household or small community or public supply wells, while recognizing the need to ensure the sustainability of such wells as provided for in paragraph 9.
11. State agencies shall collaborate with tribes and federal, regional, and local agencies on actions related to promoting groundwater recharge and increasing storage.
12. To help advance groundwater recharge projects, and to demonstrate the feasibility of projects that can use available high water flows to recharge local groundwater while minimizing flood risks, the Water Board and Regional Water Quality Control Boards shall prioritize water right permits, water quality certifications, waste discharge requirements, and conditional waivers of waste discharge requirements to accelerate approvals for projects that enhance the ability of a local or state agency to capture high precipitation events for local storage or recharge, consistent with water right priorities and protections for fish and wildlife. For the purposes of carrying out this paragraph, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, and Chapter 3 (commencing with section 85225) of Part 3 of Division 35 of the Water Code and regulations adopted pursuant thereto are hereby suspended to the extent necessary to address the impacts of the drought. This suspension applies to (a) any actions taken by state agencies, (b) any actions taken by local agencies where the state agency with primary responsibility for the implementation of the directives concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b). The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.
13. With respect to recharge projects under either Flood-Managed Aquifer Recharge or the Department of Water Resources Sustainable

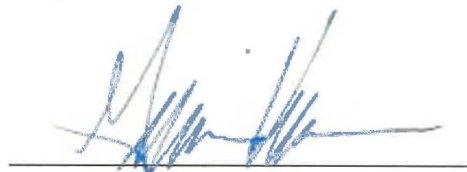
Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water Resources concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

14. To increase resilience of state water supplies during prolonged drought conditions, the Department of Water Resources shall prepare for the potential creation and implementation of a multi-year transfer program pilot project for the purpose of acquiring water from willing partners and storing and conveying water to areas of need.
15. By April 15, 2022, state agencies shall submit to the Department of Finance for my consideration proposals to mitigate the worsening effects of severe drought, including emergency assistance to communities and households and others facing water shortages as a result of the drought, facilitation of groundwater recharge and wastewater recycling, improvements in water use efficiency, protection of fish and wildlife, mitigation of drought-related economic or water-supply disruption, and other potential investments to support short- and long-term drought response.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 28th day of March 2022.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State



DRINKING WATER CONSTRUCTION LOAN

AGREEMENT NO. SWRCB0000000000D2002017

by and between

CITY OF PORTERVILLE ("Recipient")

and

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")



for the purpose of the

AKIN/CENTRAL WATER CONSOLIDATION PROJECT
5410010-018C AND 5400655-001C ("Project")

- Section 116760 et seq. of the Health and Safety Code and Resolution Nos. 2019-0065 and 2020-0022.

PROJECT FUNDING AMOUNT: \$4,787,664
PRINCIPAL FORGIVENESS COMPONENT: \$4,787,664

ESTIMATED REASONABLE PROJECT COST: \$4,787,664
ELIGIBLE WORK START DATE: JULY 1, 2016
ELIGIBLE CONSTRUCTION START DATE: SEPTEMBER 22, 2020
CONSTRUCTION COMPLETION DATE: OCTOBER 1, 2023
FINAL REIMBURSEMENT REQUEST DATE: APRIL 1, 2024
RECORDS RETENTION END DATE: OCTOBER 1, 2059

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
 - Exhibit A – Scope of Work and Schedule
 - Exhibit B – Specific Funding Provisions
 - Exhibit C – GENERAL TERMS AND CONDITIONS 2019-NOV
 - Exhibit D – Special Conditions
2. The following documents are also incorporated by reference:
 - the Drinking Water System Permit No. 03-12-06P-004;
 - the Davis-Bacon requirements found at:
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/davisbacon/2020_dwsrf_governmental_entities.pdf
3. Party Contacts during the term of this Agreement are:

State Water Board		City of Porterville	
Section:	Division of Financial Assistance		
Name:	Pete Stamas, Project Manager	Name:	Monte Reyes, Mayor
Address:	1001 I Street, 16th Floor	Address:	291 North Main Street
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Porterville, CA 93257
Phone:	(916) 552-9983	Phone:	(559) 782-7499
Fax:		Fax:	
Email:	Pete.Stamas@waterboards.ca.gov	Email:	montereyes@portervilleca.gov

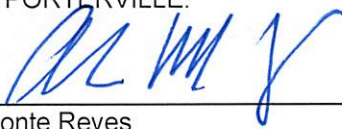
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
 - (a) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
 - (b) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
 - (c) The Recipient must deliver to the Division a resolution certifying that its decision-making body reviewed and considered the Mitigated Negative Declaration filed by the State Water Board for the Akin Water Company Water Supply Project together with the Mitigation Monitoring and Reporting Program and reached its own conclusions on whether and how to approve the Project, pursuant to Section 15050 (b) of the CEQA Guidelines.
5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
 - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
 - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

- (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.
- (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.

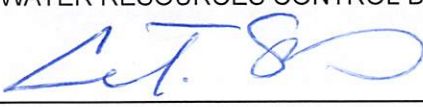
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF PORTERVILLE:

By: 
Name: Monte Reyes
Title: Mayor

Date: 6/1/2021

STATE WATER RESOURCES CONTROL BOARD:

By: 
Name: Leslie Laudon
Title: Deputy Director *for*
Division of Financial Assistance

Date: 7/15/21

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1. PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of at least 40 years. The funding under this Agreement shall be used to provide the residents of two small disadvantaged communities currently served by Akin Water Company (Akin WC) and Central Mutual Water Company (Central MWC) with a sustainable source of safe drinking water.

A.2. SCOPE OF WORK.

The Recipient agrees to do the following: consolidate with Akin WC and Central MWC. Recipient also agrees to construct a new production well, estimated to produce between 1,300 and 1,800 gallons per minute, to provide the needed source capacity for the consolidation of Akin WC, the consolidation of Central MWC, as well as satisfy the remainder of East Porterville residents' capacity needs.

The Recipient agrees to do the following for the Akin WC service area: construct approximately 1,500 feet of 8-inch waterline to provide water service to each customer currently served by Akin WC; install approximately three new fire hydrants and twenty-six new service laterals and meters; and destroy Akin WC's two existing wells.

The Recipient agrees to do the following for the Central MWC service area: construct approximately 1,400 feet of 6-inch waterline to provide water service to each customer currently served by Central MWC; install approximately four new fire hydrants and thirty-four new service laterals and meters; and destroy Central MWC's existing well.

Upon Completion of Construction, the Recipient must expeditiously initiate Project operations.

A.3 SIGNAGE

The Recipient must place a professionally prepared sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part under the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board."

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient

must complete and submit all work in time to be approved by the Division prior to the Project Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	ADDITIONAL SUBMITTAL(S) TO DIVISION		
1.	Final Plans and Specifications		September 1, 2021
2.	Final Budget Approval Package		February 1, 2022
3.	Completion of Construction	October 1, 2023	
B.	REPORTS		
1.	Progress Reports		Quarterly
2.	Final Inspection and Certification		October 1, 2023
3.	Project Completion Report		December 1, 2023
4.	As Needed Reports		TBD
EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	REIMBURSEMENTS		
1.	Reimbursement Requests		Quarterly
2.	Final Reimbursement Request	April 1, 2024	

The Recipient must award the prime construction contract and begin construction timely. The Recipient must deliver any request for extension of the Completion of Construction Date no less than 90 days prior to the Completion of Construction Date.

A.5 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B. A progress report must contain the following information:

- 1) A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- 2) A description of compliance with environmental requirements;
- 3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- 4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.6 SPECIAL REPORTS.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

(c) The Recipient must report Disadvantaged Business Enterprise (DBE) utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient must comply with 40 CFR § 33.301 and require its contractors and subcontractors on the Project to comply.

A.7 FINAL PROJECT INSPECTION AND CERTIFICATION.

Upon completion of the Project, the Recipient must provide for a final inspection and must certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager.

EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

(a) The loan component of this Agreement is forgiven. The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is Zero dollars and no cents (\$0.00).

(b) The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

(c) If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS

Budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	\$3,194,720	\$3,194,720
Pre-Purchased Material/Equipment	\$0	\$0
Purchase of Land	\$0	\$0
Contingency	\$638,944	\$638,944
Allowances (Soft Costs)	\$954,000	\$954,000
TOTAL	\$4,787,664	\$4,787,664

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

Reasonable indirect costs may be allowable upon approval by the Division.

B.5 LINE ITEM ADJUSTMENTS.

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary

Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

B.6 REIMBURSEMENT PROCEDURE.

(a) Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred costs as specified below through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of reimbursement. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
5. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
6. The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
7. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

(b) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

(c) Except as follows, construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient. The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs and pre-purchased materials prior to Division approval of the final budget form submitted by the Recipient. All other construction costs are not eligible for reimbursement until after this the Division has approved the final budget form submitted by the Recipient. Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement by the Final Reimbursement Request Date, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html

EXHIBIT D – SPECIAL CONDITIONS

1. Notwithstanding Exhibit C, the following terms have no meaning for the purposes of this Agreement:
 - Work Completion
 - Work Completion Date
2. Each capitalized term used in this Agreement has the following meaning:
 - "Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.
 - "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
 - "Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is established on the Cover Page of this Agreement.
 - "District Office" means District Office of the Division of Drinking Water of the State Water Board.
 - "Division of Drinking Water" means the Division of Drinking Water of the State Water Board.
 - "Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.
 - "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.
 - "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
 - "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
 - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
 - b) Failure to operate the System or the Project without the Division's approval;
 - "Final Budget Approval" means the Division-approved final budget for the Project, as set forth in Exhibit B.
 - "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
 - "Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
 - "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.
 - "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all

reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

- "Reimbursement Request" means the Recipient's request for Project Funds from the State Water Board as set forth in Exhibit B.
- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- "System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the City of Porterville, or its successor agency, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.
- "Useful Life" means the economically useful life of the Project beginning at Project Completion and is set forth in Exhibit A.

3. Acknowledgements.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part under the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

4. Rates and Charges. The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.
5. [RESERVED]
6. [RESERVED].

7. Environmental/Technical Special Conditions

Technical:

1. The Recipient shall submit its professional engineering services contract to the Division prior to disbursement of funds for costs incurred under such contract.
2. The Recipient shall not solicit bids, award a contract, or commence construction activities until final plans and specifications are approved by the Division of Drinking Water Tulare District Office Engineer and the Project Manager.
3. The Recipient must submit final consolidation agreements with Akin WC and Central MWC, in a form satisfactory to the Division, and receive written approval from the Project Manager to proceed before Project Funds may be disbursed for any Project Costs under the Agreement.
4. Upon completion of the Project the Recipient shall submit a water supply permit amendment request for review to the Division of Drinking Water Tulare District Office.

Environmental:

1. The documents identified below are incorporated by reference and the Recipient shall comply with the conditions and recommendations therein:
 - a. The Mitigation Monitoring and Reporting Program adopted by the State Water Board on June 16, 2016 for the Project. The Recipient shall implement all mitigation measures therein.
 - b. The letter dated February 12, 2020, from Patricia Cole of the United States Fish and Wildlife Service, San Joaquin Valley Division to Douglas E. Eberhardt of the United States Environmental Protection Agency, including, but not limited to, the following:
 - i. Implement Avoidance and Minimization Measures and Best Management Practices prior to and during construction activities to minimize and avoid effects to the San Joaquin kit fox.
 - c. The Mitigation Monitoring and Reporting Program adopted by the City of Porterville on April 21, 2020 for the Central Mutual Water Company Consolidation Project. The Recipient shall implement all mitigation measures therein.
2. In the Recipient's Quarterly Reports submitted pursuant to this Agreement, the Recipient shall include a discussion of the status of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
3. In the Recipient's Project Completion Report submitted pursuant to this Agreement, the Recipient shall include a discussion of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
8. [RESERVED].
9. Appointment of Receiver/Custodian. Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.
10. [RESERVED].
11. Damages for Breach of Federal Conditions. In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

12. [RESERVED].

13. Operation and Maintenance. The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

14. Insurance. The Recipient will procure and maintain or cause to be maintained insurance on the System and Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System or Project) as are usually covered in connection with systems similar to the System or Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program. In the event of any damage to or destruction of the System or Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System or Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System and Project must be free and clear of all claims and liens. Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

15. Notice Events. Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:

- a. The Recipient must notify the Division within 24 hours by phone at (916) 327-9978 and by email to DrinkingWaterSRF@waterboards.ca.gov of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- b. The Recipient must notify the Division promptly of the occurrence of any of the following events:
 - i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
 - iii. Loss, theft, damage, or impairment to Project;
 - iv. Events of Default, except as otherwise set forth in this section;

- v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
- vii. Consideration of dissolution, or disincorporation;
- viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- xii. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- xiii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xiv. Any event requiring notice to the Division pursuant to any other provision of this Agreement.
- xv. Completion of work on the Project.
- xvi. The Recipient must promptly notify the Division and Party Contacts of cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- xvii. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- xviii. The Recipient must promptly notify the Division and Party Contacts of Completion of Construction, and Project Completion;
- xix. The Recipient must promptly notify the Division and Party Contacts of the award of the prime construction contract for the Project; and the Recipient must promptly notify the Division and Party Contacts of Initiation of construction of the Project.

xx. The occurrence of a material breach or event of default under any Recipient obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption.

xxi. [RESERVED].

16. Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project. The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.
17. State Cross-Cutters. Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:
- a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
 - b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
 - c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
 - d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
 - e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
 - f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
 - g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
 - h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
 - i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
 - j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
 - k) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
18. Financial Management Systems. The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been

used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

19. Access and Inspection. In addition to the obligations set forth in section 2 of the General Terms and Conditions incorporated in Exhibit C of this Agreement, the Recipient must ensure that the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the term of the Agreement.
20. Fraud, Waste, and Abuse. The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to reimbursement requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.
21. Disputes. The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.
22. Additional Representations and Warranties. The Recipient makes the following representations and warranties:
 - a. [RESERVED].
 - b. The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application, a material fact that makes the statements in its application not misleading.
 - c. The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.
 - d. The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

- e. Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.
 - f. There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.
 - g. The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.
 - h. Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.
 - i. The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.
 - j. The Recipient has no conflicting or material obligations, except as set forth in this paragraph.
 - k. The Recipient legally possesses all real property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as set forth in this paragraph.
 - l. The Recipient and its principals, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized.
 - m. The Recipient possesses all water rights necessary for this Project.
23. Federal SRF Requirements. The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions for the Useful Life of the Project:
- a. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the

Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

- b. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in Section 2 of this Agreement in all construction contracts and subcontracts.
- c. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- d. The Recipient shall comply with applicable EPA general terms and conditions found at <http://www.epa.gov/ogd>.
- e. No Recipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board.
- f. [RESERVED]
- g. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- h. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- i. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- j. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://Edison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.

- k. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Disclosure statement set forth in Exhibit A.
- l. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- m. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.
- n. The Recipient certifies to the best of its knowledge and belief that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.
 - iii. The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks disbursements under this Agreement.
- o. The Recipient must comply with the following federal non-discrimination requirements:
 - i. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - ii. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - iii. The Age Discrimination Act of 1975, which prohibits age discrimination.
 - iv. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - v. 40 CFR Part 7, as it relates to the foregoing.
 - vi. Executive Order 13798, including, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech
 - vii. All applicable federal civil rights regulations, including statutory and national policy requirements (2 CFR section 200.300).

- p. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- q. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises as set forth in this Agreement.
- r. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.
- s. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- t. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- u. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.
- v. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- w. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- x. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- y. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, EPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.
- z. The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the EPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and

disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

- aa. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.
- bb. The Recipient certifies that no Project Funds will be used on:
 - i. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - ii. Telecommunications or video surveillance services produced by such entities;
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
 - iv. Other telecommunications or video surveillance services or equipment in violation of [2 CFR 200.216](#).



CITY COUNCIL AGENDA – APRIL 19, 2022

SUBJECT: Community Development Block Grant Substantial Amendment to the 2021/2022 Action Plan

SOURCE: Community Development

COMMENT : As an entitlement grantee, the City of Porterville (City) receives federal formula Community Development Block Grant (CDBG) grants through the U.S. Department of Housing and Urban Development (HUD). This entitlement provides the City with an annual direct grant, to provide decent affordable housing, a suitable living environment and to expand economic opportunities, primarily for low to moderate income (LMI) persons/households.

A Substantial Amendment is triggered whenever one of the following is proposed: a change in the allocation priorities or a change in the method of fund distribution; or a substantial change which increases or decreases the amount allocated to a category of funding within the City's entitlement grant programs by twenty-five percent (25%); or to implement an activity using CDBG funds for new programs that were not described in the Consolidated Plan; or to change the purpose or intended beneficiaries of an activity approved for CDBG funding.

An amendment to the 2021/22 CDBG Action Plan (AP) (approved on April 20, 2021) is being proposed. The funding recommendations made by the City's CDBG Citizens' Advisory and Housing Opportunity Committee (Committee) are being presented tonight. The recommendations are based on feedback received through the various outreach conducted, including a Community Survey, a Community meeting, a Public Hearing meeting, virtual and in-person meetings, outreach events and through partner agencies that serve Low to Moderate income households.

The Substantial Amendment to the 2021/2022 Action Plan is being proposed to add activities for repayment/early repayment of the Section 108 loan; to reallocate 2016 entitlement funds from the Small Business Assistance Program and the Large Business Assistance Program to Section 108 Loan Repayment and the Parks Improvement Program respectively; and to reprogram 2020 funds back to the Large Business Assistance Program. This brings the total of reprogrammed funds to \$605,267.22.

The Substantial Amendment to the 2021/2022 Action Plan is necessary as the sale of the Heritage Center has not been finalized and the proceeds from that sale are not yet available to fund the Multi-Sport field activity and repayment of the Section 108 loan, which funded the construction of the Heritage Center. As the sale of the Heritage Center was not completed, funds need to be allocated to other activities to ensure that funds are utilized in compliance with HUD regulations, including making a Section 108 loan payment.

The Youth Center did not operate due to Covid-19 restrictions, requiring a need that funding also had to be reallocated as well. The Curb, Gutter, Sidewalk program is still underway, and a

second project has not been identified, as the first one is still underway, so those additional funds need to be reallocated. The Committee made a recommendation to add an additional activity to pay the Section 108 loan payment that is due in 2022/2023 ahead of schedule, and upon the sale of the Heritage Center, a portion of the proceeds can be used to replenish those programs where funds are being recommended to be moved for the amendment if there is a need. Lastly, there is a need to reallocate 2016 entitlement funds from the Small business assistance program and the Large Business assistance program to provide the City with additional time to meet expenditure deadlines and remain in compliance. This brings the total funds that need to be reallocated to \$605,267.22.

A detailed description of each reallocation is detailed in the Draft 2021/22 Action Plan Amendment, Section B. Proposed Amendments Detail (Attachment 1).

Approved 2021/2022 AP	Allocation	Source
Section 108 Loan Repayment	\$0	N/A
Section 108 Early Repayment	\$0	N/A
Multi-Sports Field (MSF)	\$290,624.25	21/22 AP Entitlement
Small Business Assistance (SBA)	\$54,072.25	2016 AP Carryover
Youth Center (YC)	\$100,000	21/22 AP Entitlement
Curb/Gutter/Sidewalk (CGS)	\$130,000	21/22 AP Entitlement
Large Business Assistance (LBA)	\$15,285.36	2016 AP Carryover
Parks Improvement Project	\$15,285.36	2020 AP Carryover
Total	\$605,267.22	

Proposed Amendment 2021-22 AP	Allocation	Source
Section 108 Loan Repayment	\$290,264.25	21/22 AP Entitlement -MSF
Section 108 Early Repayment	\$284,072.25	21/22 AP Entitlement (SBA+YC+CGS)
Multi-Sports Field	\$0*	N/A
Small Business Assistance	\$0*	N/A
Youth Center	\$0*	N/A
Curb/Gutter/Sidewalk	\$0*	N/A
Large Business Assistance	\$15,285.36	2020 AP Carryover
Parks Improvement Project	\$15,285.36	2016 AP Carryover
Total	\$605,267.22	

** Upon the sale of the Heritage Center, a portion of the proceeds will be used to replenish this program if there is a need.*

The proposed substantial amendment and budget is included in Exhibit A to the draft Resolution as Attachment 1.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution approving the proposed substantial amendment to the 2021/2022 Action Plan; and
2. Direct staff to submit the amendment to the 2021/2022 Action Plan to HUD.

ATTACHMENTS:

1. Draft Amendment to the 2021-22 Action Plan
2. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager

PROPOSED AMENDMENT TO THE CDBG
2021/22 ANNUAL ACTION PLAN

DRAFT
Public Hearing
April 19, 2022

EXECUTIVE SUMMARY

A Substantial Amendment to the 2021/2022 Action Plan is being proposed to add activities for repayment/early repayment of the Section 108 loan; to reallocate 2016 funds from the Small business assistance program and the Large Business assistance program to the Section 108 loan repayment and the Parks Improvement program respectively; and to reprogram 2020 funds back to the Large business assistance program. This brings the total of reprogrammed funds to \$605,267.22.

CITIZEN PARTICIPATION

On April 19, 2022 a Public Meeting will be held during the normally scheduled City Council meeting, commencing at 6:30 PM, or soon thereafter. The options for participation are virtual attendance via Zoom and in-person at 291 N. Main Street. Zoom participation details can be found on the City Council Agenda which is posted to the City's website 72 hours prior to the meeting at https://www.ci.porterville.ca.us/government/city_council/meeting_agendas_minutes.php.

Additionally, until further notice, Porterville City Council Meetings will be live streamed on YouTube at <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>

Comments to the Amendment may be submitted, before the meeting via email to CouncilMeetingComments@ci.porterville.ca.us. Members of the public are encouraged to submit comments prior to 6:30 p.m., Tuesday, April 5, 2022, to participate in said meeting. The comments read during the Council meeting will be incorporated into the official record.

A. PUBLIC COMMENTS

In accordance with the current Citizen Participation Plan approved by the U. S. Department of Housing and Urban Development (HUD), the City of Porterville must publish the documents for no less than 30 calendar days for public comment before it is submitted to HUD.

The public notice was published in English and Spanish announcing the thirty (30) day comment and review period through the close of business April 5, 2022.

Summary of Public Comments Received:

Community Meeting February 10, 2022 *(Virtual Zoom Meeting)*

Community feedback received during the community meeting and surveys prior to the first public hearing, for continued support for Housing Programs, Public Service Programs, Business Assistance Programs, Public Facilities, Public Service programs, and Community Benefit Programs. Support for the use of CDBG funds for affordable housing, park improvement projects, homeless services, sidewalk projects, and youth recreation services were also noted in the surveys completed. Three attendees advocated for homeless services.

CDBG Advisory and Housing Committee Meeting and Public Hearing March 14, 2022

(Hybrid meeting to allow for public participation via Zoom or in-person.)

Surveys prior to the first public hearing were in favor of continued support for existing Housing, Homeless Prevention, Business Assistance, and Neighborhood Improvement Programs. Survey responses also identified a community need for programs in the categories of affordable housing, strengthening neighborhoods, and homeless prevention.

A representative from Family Services of Tulare County thanked the committee for its continued support of their Porterville clients. There were no additional comments received.

The committee evaluated the suggestions received at the meeting and made its final recommendations for funding to be communicated to the City Council at the second public hearing.

30-Day Public Review & Comment Period

Any public comment received during the comment period will be included in this section.

Public Hearing April 19, 2022

Any public comment received during this meeting will be included in this section.

Outreach

This section will be updated after the 2nd public hearing.

Survey Results

A Community Survey was distributed electronically at virtual meetings, via the survey link and publicized on social media. Paper copies were available at the public counter of City Hall and at community meetings and events. A total of 93 survey responses were received and a summary of those responses is included as Appendix 1.

Additional outreach and any additional public comments received during the 30 day comment period will be updated to this section prior to submission to HUD.

B. PROPOSED AMENDMENTS DETAIL

Activity		Amendment Category	Funding Source/Year	Reallocated From	Amount
1	Section 108 Loan Repayment	New Activity Added	See item 6 below		
	Sale of the Heritage Center did not take place, therefore a new activity needs to be added to pay for the section 108 debt that was going to be paid out of the sale of the Heritage Center				
2	Section 108 Loan Early Repayment	New Activity Added	see items 3-5 below		
	A defeasance for the remaining debt was going to be paid with the sale of the Heritage Center, however since it did not take place, this early partial repayment (new activity) needs to be added as there were projects that due to Covid-19 could not take place as planned and the funding needs to be used in a timely manner. By adding this activity, the City will meet expenditure deadlines that will help the program remain in compliance. Once the sale takes place, a portion of the proceeds of the sale, will be used to replenish those programs if there is a need.				

3	Section 108 Loan Repayment	Change of Use	PY 2016 - Entitlement	Small Business Assistance Program	\$54,072.25
	<i>Reallocating the remaining 2016 EN from Small Business Assistance Program to the Parks Improvement Project to spend the 2016 funds first to allow the City to continue to be in compliance with expenditure timelines and reduce the risk of losing funds that have not been spent by the expenditure deadlines. Upon the sale of the Heritage Center, a portion of the proceeds will be used to replenish this program if there is a need.</i>				
4	Section 108 Loan Repayment	Change of Use	PY 2021 - Entitlement	Youth Center	\$100,000.00
	<i>The Youth Center activity did not take place due to the continued Covid-19 pandemic and therefore the funds will be used to pay a portion of the Section 108 loan early. Upon the sale of the Heritage Center, a portion of the proceeds will be used to replenish this program if there is a need.</i>				
5	Section 108 Loan Repayment	Change of Use	PY 2021 - Entitlement	Curb, Gutter, Sidewalk Improvement Project	\$130,000.00
	<i>No new projects were identified for the Curb, Gutter, Sidewalk for PY 2021/22 as the first project has not begun therefore those funds will be used to pay a portion of the Section 108 loan early</i>				
6	Section 108 Loan Repayment	Change of Use	PY 2021 - Entitlement	Multi-Sports Field Project	\$290,624.25
	<i>Sale of the Heritage Center did not take place, therefore there were no proceeds to pay for the 2021/22 debt obligations and this project is dependent on that sale, therefore it also did not begin. Funds will be used to cover the FY 2021/22 Section 108 payments. Upon the sale of the Heritage Center, a portion of the proceeds will be used to replenish this program if there is a need.</i>				
7	Parks Improvement Project	Change of Use	PY 2016 - Revolving Loan Fund	Large Business Assistance Program	\$15,285.36
	<i>Reallocating the remaining 2016 RL \$15,285.36 from LBA to the Parks Improvement Project to spend the 2016 funds first to allow the City to continue to be in compliance with expenditure timelines and reduce the risk of losing funds that have not been spent by the expenditure deadlines.</i>				
8	Large Business Assistance	Change of Use	PY 2020- Revolving Loan Fund	Parks Improvement Program	\$15,285.36
	<i>Reallocate the PY 2020 EN \$15,285.36 from Parks Improvement Project to the Large Business Assistance program to allow for more time to spend the 2016 funds, since parks project has current expenditures that can be made (see item 7 above)</i>				

Appendix 1: Summary of Community Survey Results

SUMMARY OF COMMUNITY SURVEY RESULTS

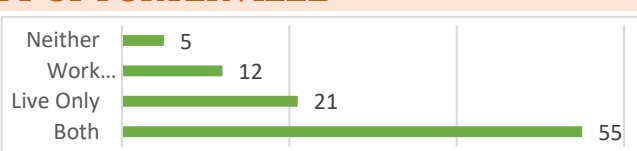
A Community Survey was distributed at virtual meetings and the link to the electronic survey was provided when information was distributed electronically. A paper copy was also available at the public counter of City Hall. A total of 93 survey responses were received, of which 24 were representatives of Agencies, but some remained anonymous as to who they represented.

Agency Representatives that took the survey

CCFCC	11	KTHA	1
City of Porterville	3	PATH	1
CSET	1	Porterville	1
Iglsia Emmanuel	1	Anonymous	3
Kingsview	1		

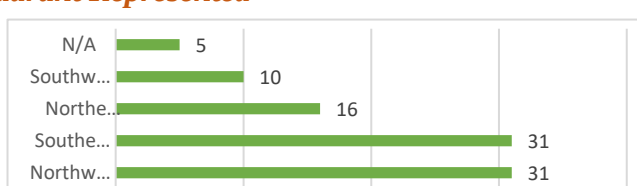
LIVE/WORK IN THE CITY OF PORTERVILLE

Both	55
Live Only	21
Work Only	12
Neither	5



City of Porterville Quadrant Represented

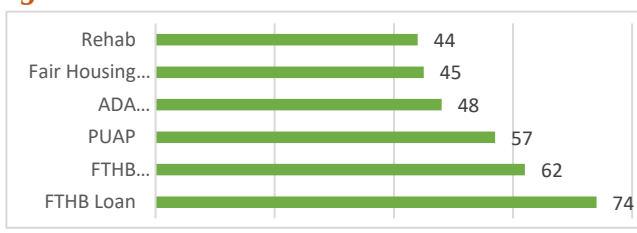
Northwest	31
Southeast	31
Northeast	16
Southwest	10
N/A	5



CURRENT CDBG PROGRAM SUPPORT

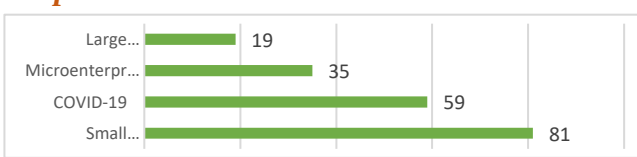
Housing

FTHB Loan	74
FTHB Education	62
PUAP	57
ADA Wheelchair	48
Fair Housing Education	45
Rehab	44



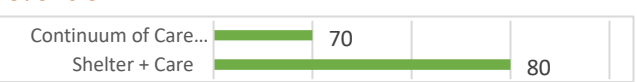
Economic Development

Small Business Loan	81
COVID-19	59
Microenterprise	35
Large Business Loan	19



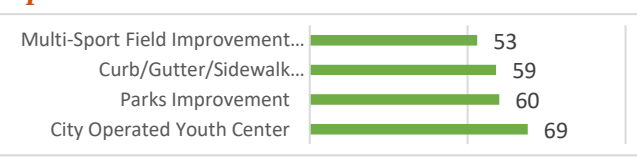
Homeless Prevention

Shelter + Care	80
Continuum of Care (KTHA)	70



Neighborhood Improvement

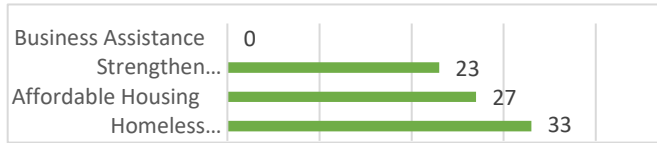
City Operated Youth Center	69
Parks Improvement	60
Curb/Gutter/Sidewalk Improvements	59
Multi-Sport Field Improvement Project	53



SUGGESTIONS FOR FUNDING CURRENT AND FUTURE PROGRAMS

Existing Programs

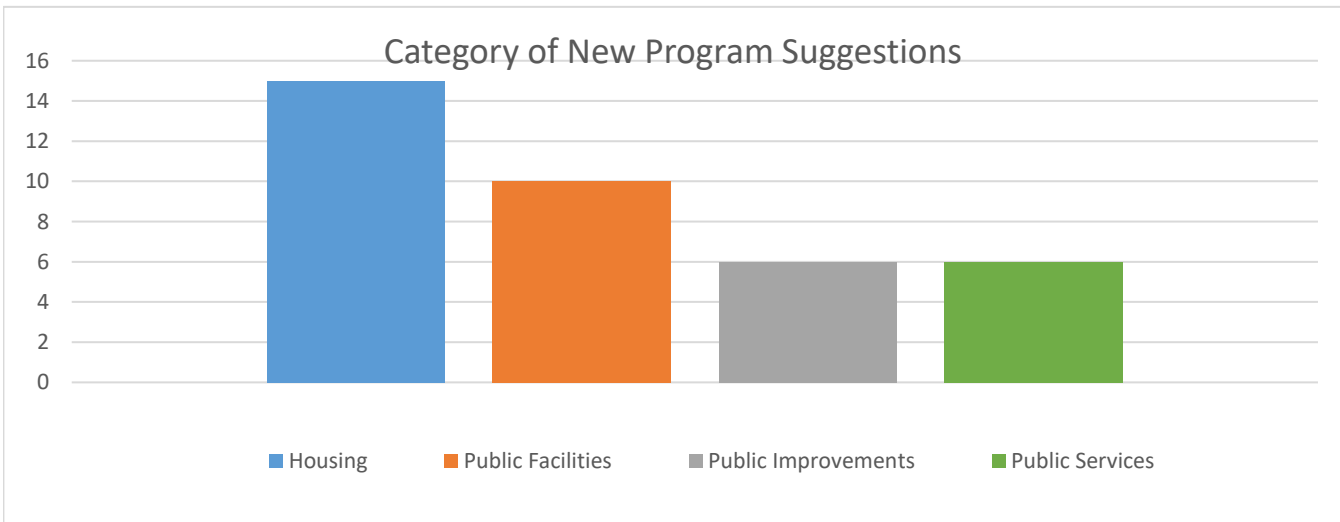
Homeless Prevention	33
Affordable Housing	27
Strengthen Neighborhoods	23
Business Assistance	0



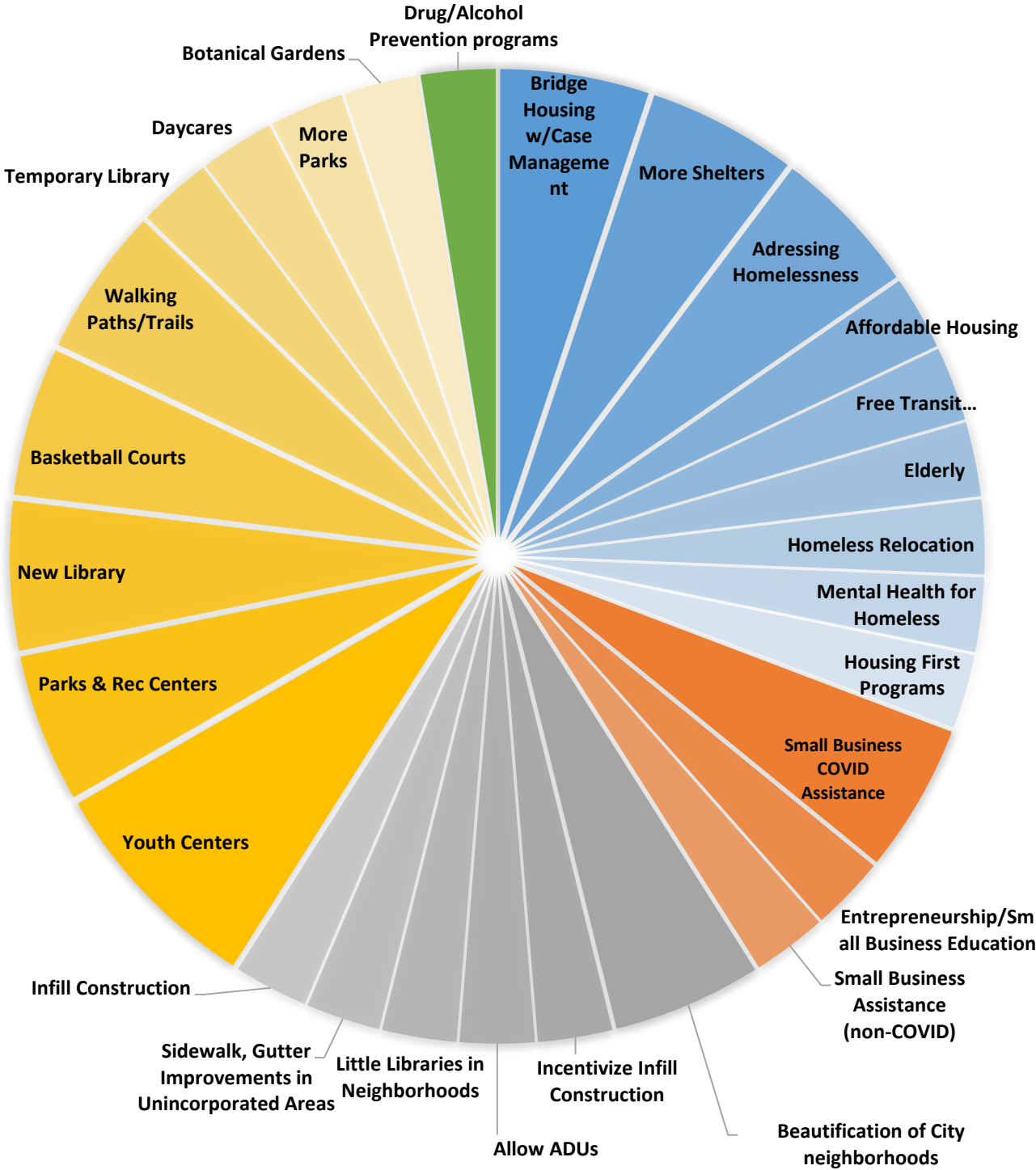
New Programs : by Category

Housing	
Homeless Prevention	6
Affordable Housing	4
Mental Health	2
Homeless Shelters	1
Shelter + Care	1
First Time Homebuyer	1
Public Facilities	
Sports Complex	3
Youth Center/Services	3
Parks & Amenities	2
Skate Park	1
Library	1

Public Services	
Low-Cost Animal Programs	1
Public Schools	1
Credit Education Program	1
Handicapp Accessibility & Parki	1
Litter Abatement	1
Domestic Violence Programs	1
Public Improvements	
Public Infrastructure	3
Public Roads	1
Bike Trails	1
Street Lights	1



FUNDING SUGGESTIONS



RESOLUTION NO ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING THE 2021/2022 ACTION PLAN AMENDMENT 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 2021/2022 Action Plan Amendment, attached as Exhibit A, and proposed use of Community Development Block Grant Funds with proposed changes for the 2021/2022 Program Year Entitlement and Program Income Allocations as follows:

Approved 2021/2022 AP	Allocation	Source
Section 108 Loan Repayment	\$0	N/A
Section 108 Early Repayment	\$0	N/A
Multi-Sports Field (MSF)	\$290,624.25	21/22 AP Entitlement
Small Business Assistance (SBA)	\$54,072.25	2016 AP Carryover
Youth Center (YC)	\$100,000	21/22 AP Entitlement
Curb/Gutter/Sidewalk (CGS)	\$130,000	21/22 AP Entitlement
Large Business Assistance (LBA)	\$15,285.36	2016 AP Carryover
Parks Improvement Project	\$15,285.36	2020 AP Carryover
Total	\$605,267.22	

Proposed Amendment	Allocation	Source
2021-22 AP		
Section 108 Loan Repayment	\$290,264.25	21/22 AP Entitlement -MSF
Section 108 Early Repayment	\$284,072.25	21/22 AP Entitlement - (SBA+YC+CGS)
Multi-Sports Field	\$0*	N/A
Small Business Assistance	\$0*	N/A
Youth Center	\$0*	N/A
Curb/Gutter/Sidewalk	\$0*	N/A
Large Business Assistance	\$15,285.36	2020 AP Carryover
Parks Improvement Project	\$15,285.36	2016 AP Carryover
Total	\$605,267.22	

** Upon the sale of the Heritage Center, a portion of the proceeds will be used to replenish this program if there is a need.*

PASSED, APPROVED AND ADOPTED this 19th day of April, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

BY _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 19, 2022

SUBJECT: Community Development Block Grant 2022-2023 Action Plan

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 2020 Five-Year Consolidated Plan was adopted by the City Council at its meeting on April 21, 2020, and subsequently submitted to and approved by HUD. This 2022/2023 Action Plan reflects the third year investment plan within the scope of the Consolidated Plan. Action Plans are required to be submitted to HUD forty-five (45) days prior to the start of the program year. HUD has sent out a memo informing entitlement jurisdictions that; "Congress has not completed the appropriations process for HUD's FY 2022 appropriation. At this time, HUD cannot predict when its FY 2022 appropriations bill will be enacted and when it will be able to announce FY 2022 allocation amounts. Thus, HUD cannot say how many grantees – or which program year start dates – will be subject to these revised procedures. Similarly, HUD cannot provide estimated FY 2022 allocation amounts for grantees to use for planning purposes in developing annual Action Plans." Despite allocations not being announced yet, the City is still required to go through the mandated process, but may delay submission of its consolidated plan or action plan to HUD until 60 (sixty) days after the date allocations are announced, or until August 16, 2022 (whichever comes first). This delay will give a grantee time to revise its action plan to incorporate actual allocation amounts, and to conduct any additional citizen participation, if necessary.

The Action Plan, (Attachment 1 to this staff report and Exhibit A to the draft Resolution), identifies activities the City would undertake during the next year to address priority needs of lower-income households. Proposed activities are designed to benefit lower income households by maintaining affordable housing, achieving public housing improvements, removing barriers to affordable housing, evaluating and reducing lead-based hazards, reducing the number of households with incomes below the poverty line, improving job availability, enhancing the institutional structure to address the needs of lower income households, addressing obstacles to meeting underserved needs, and enhancing coordination between public and private housing and social service agencies.

The Action Plan presents ongoing and proposed CDBG funded programs for the Fiscal Year beginning July 1, 2022, through June 30, 2023. Staff used last

year's Entitlement Grant amount of \$868,243 to draft the budget for the Action Plan for a variety of programs and projects accompanied by program income generated by the First-Time Low Income Home Buyer Program, the Owner Occupied Housing Rehabilitation and Public Utility Program, and the Business Assistance Loan Program.

The table below provides an overview of the entitlement funding allocation as presented to the Citizens Advisory and Housing Opportunity Committee.

Administration	\$173,648.60
City-Operated Youth Center	\$96,217.35
Case Management for PSH-FSTC	\$15,000.00
LINC Services-KTHA	\$5,000.00
Homebuyer Education	\$1,805.10
Parks Improvement Program	\$151,707.95
Multi-Sports Field Improvement Project	\$279,864.00
Curb, Gutter, Sidewalk Project	\$130,000.00
Fair Housing Program	\$15,000.00
Total Funding	\$868,243.00

On February 10, 2022, the first community meeting was held to bring recommendations and comments from the community before the CDBG Citizens' Advisory and Housing Opportunity Committee (Committee). On March 14, 2022, the Committee held the first Public Hearing to consider the proposed projects for the 2022/2023 Action Plan. The Committee unanimously recommended approval of the proposed Action Plan. Public notices were published in both English and Spanish for the afore-mentioned Public Hearing. A public notice was also published in both English and Spanish announcing the thirty (30) day comment and review period which ends April 19, 2022. No written comments were received from the public as of the writing of this staff report. However, discussions that took place during the meetings are included in the Draft 2022/2023 Action Plan under AP-05 Section 5: Summary of Public Comments.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution approving the 2022/23 Action Plan; and
2. Direct staff to submit the 2022/23 Action Plan to HUD.

ATTACHMENTS: 1. Draft 2022-23 CDBG Action Plan

2. Draft Resolution - 2022-23 CDBG Action Plan

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE



COMMUNITY DEVELOPMENT BLOCK GRANT 2022-2023 ANNUAL ACTION PLAN

ENTITLEMENT APPLICATION DRAFT

**PUBLIC HEARING
APRIL 19, 2022**

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. 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, 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, 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 \$868,243 in CDBG funding for FY 2022/2023.

Additionally, a map of eligible census tracts (Attachment 1 below: Map of Low-Mod Census Tracts) is included to reflect the addition of Census Tract 39.01, which was not part of the approved 5 year Consolidated Plan. Effective January 1, 2021, Census Tract 39.01 was added as an eligible tract based on the HUD Eligible Census Tract Table Generator, <https://www.huduser.gov/portal/qct/screen2.html>. This is an expanded area where CDBG funds can be used as of FY 2021/2022.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The Action Plan incorporates outcome measures identified in the Consolidated Plan. Activities are selected in accordance with the Federal Register Notice dated March 7, 2006, which require the following Performance Measure Objectives/Outcomes to be associated with each activity funded:

General Objective Categories: Activities will meet one of the following:

Decent Housing (DH)

A Suitable Living Environment (SL)

Economic Opportunity (EO)

Outcome Categories: Activities will meet one of the following:

Availability/Accessibility

Affordability Sustainability

1	Goal Name	Affordable Housing
	Goal Description	Public service activities for Low/Moderate Income Housing Benefit. The City will continue to support programs that provide decent housing options for low income households.
2	Goal Name	Homelessness
	Goal Description	The City will continue to support programs for the homeless population.
3	Goal Name	Strengthening Neighborhoods
	Goal Description	The City will improve public infrastructure and community services that will benefit residents.
4	Goal Name	Economic Development
	Goal Description	The City will fund activities that contribute to the success of local Large, Small and Microenterprise businesses.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

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 Consolidated Annual Performance Reports (CAPER) have provided many details about the goals, projects, and programs completed by the City since 1982.

The City recognizes that the evaluation of past performance is critical to ensure the City and its sub-recipients are implementing activities effectively and that those activities align with the City's overall strategies and goals. The production of programs and systems are evaluated annually.

Goals for future projects were set in the 2020-2024 Consolidated Plan, by evaluating the success of existing programs as well as the needs that exist in the community. The City will look for ways to improve living conditions, eliminate slum and blight, and improve public facilities.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan. (This section will be updated after the final public hearing on 4/19/2022, to incorporate all comments and consultations.)

To maximize participation in the preparation of the 2022/2023 Action Plan, the City held a community meeting on February 10, 2022, designed and administered a community needs survey, held a public hearing on March 14, 2022, a second public hearing on April 19, 2022, and conducted outreach by email, social media, partner meetings and committee meetings. The purpose was to inform and seek input on the City's housing and community development needs and proposed use of funds to achieve objectives, priorities, and actions for addressing those needs during FY 2022/2023. Views obtained during these hearings were considered for the final Action Plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Community Meeting February 10, 2022 *(Virtual Zoom Meeting)*

Community feedback received during the community meeting and surveys prior to the first public hearing, was for continued support for Housing Programs, Public Service Programs, Business Assistance Programs, Public Facilities, and Community Benefit Programs. Support for the use of CDBG funds for affordable housing, park improvement projects, homeless services, sidewalk projects, and youth recreation services were also noted in the surveys completed.

During the meeting, one attendee inquired about how people experiencing homelessness were notified of the meeting. Staff detailed all of the outreach efforts, which included legal notices in the local newspapers, social media and electronic outreach through partner agencies who serve homeless and low-moderate income families in the community. Additionally, two representatives of partner agencies which service individuals experiencing homelessness elaborated on their engagement in the Action Plan process and client advocacy.

The same attendee wanted clarification on which programs benefited low-moderate income families and the amount of funding allocated to addressing homelessness specifically. Staff explained that 100% of the CDBG funds are for the benefit of low-mod households and/or take place in eligible low-mod census tracts. To address the second part of the question, staff explained that CDBG funds are leveraged with other funding sources and that some funds are better suited for public service activities, especially since homeless services qualify as a public service and CDBG has a public services cap of 15% of the funds. Therefore the Permanent Local Housing Allocation Plan (PLHA), which is slated to dedicate over \$2 million in funds to serve this population, is leveraged to assist with addressing homelessness.

CDBG Advisory and Housing Committee Meeting and Public Hearing March 14, 2022 *(Hybrid meeting to allow for public participation via Zoom or in-person.)*

Surveys prior to the first public hearing were in favor of continued support for existing Housing, Homeless Prevention, Business Assistance, and Neighborhood Improvement Programs. Survey responses also identified a community need for programs in the categories of affordable housing, strengthening neighborhoods, and homeless prevention.

A representative from Kings-Tulare Homeless Alliance thanked the committee for their continued support of their Porterville clients. There were no additional comments received.

The committee evaluated the suggestions received at the meeting and made its final determinations for funding to be communicated to the City Council at the second public hearing.

30-Day Public Review & Comment Period

Any public comment received during the comment period will be included in this section.

Public Hearing April 19, 2022

Any public comment received during this meeting will be included in this section.

Outreach

This section will be updated after the 2nd public hearing.

Survey Results

A Community Survey was distributed electronically at virtual meetings, via the survey link and publicized on social media. Paper copies were available at the public counter of City Hall and at community meetings and events. A total of 93 survey responses were received and a summary of those responses will be included in Appendix 1.

Additional outreach and any additional public comments received during the 30 day comment period will be updated to this section prior to submission to HUD.

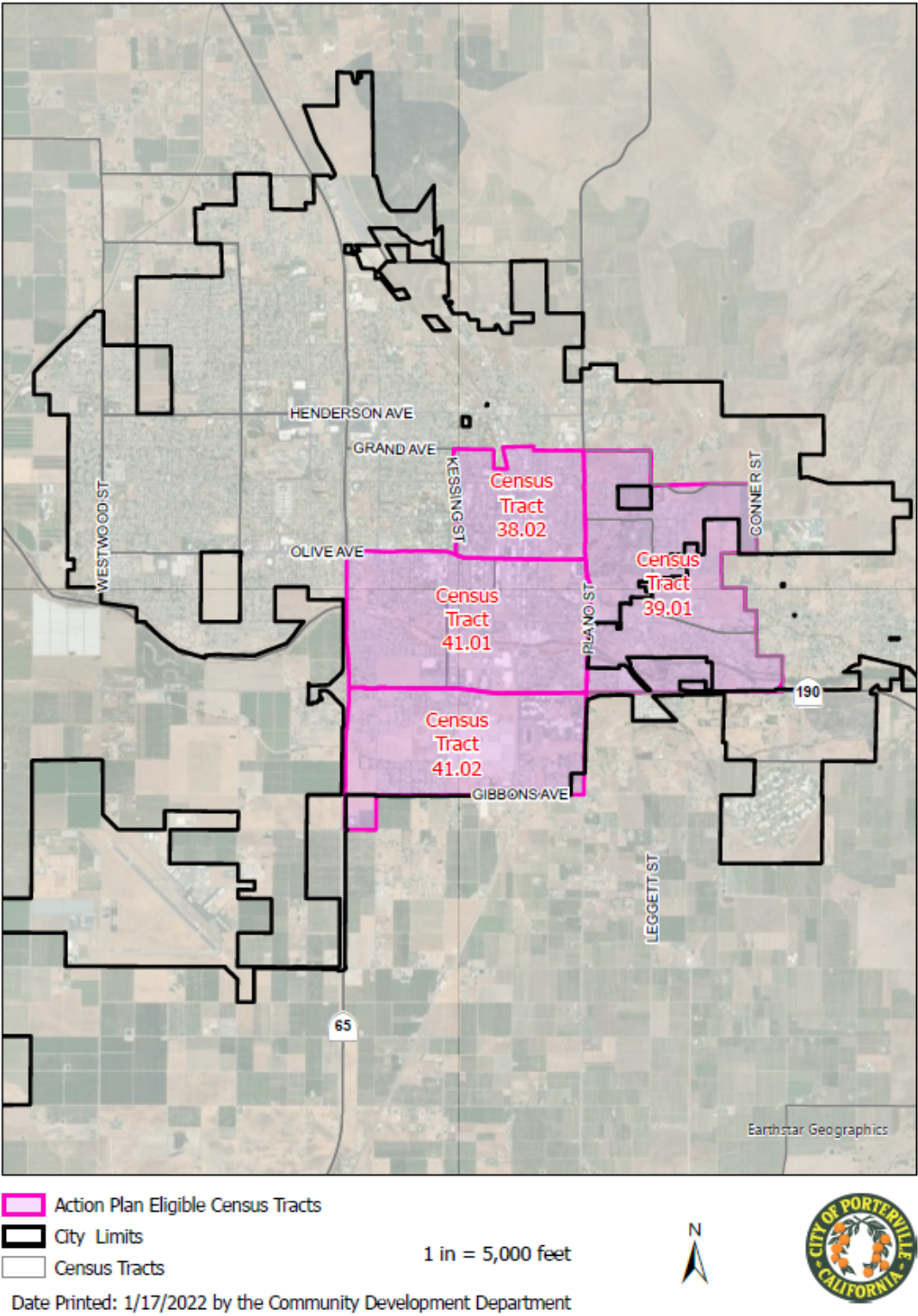
6. Summary of comments or views not accepted and the reasons for not accepting them

There are none at this time. Any Public Comment will be updated in this section.

7. Summary

The 2022/23 Action plan follows the established 2020-2024 Goals, and takes into account new comments from the Community Development Block Grant Advisory and Housing Opportunity Committee recommendation to City Council as well as any other public comments received during the development of the plan.

Eligible Tracts Map



PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	PORTERVILLE	Community Development Department
CDBG Administrator	PORTERVILLE	Community Development Department

Table 1 – Responsible Agencies

Narrative (optional)

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

Community Development Department
Jason Ridenour
Community Development Director
291 N. Main Street
Porterville, CA 93257
(559) 782-7460

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City conducted a thorough outreach effort, consulting with stakeholders of the City to assess needs, set goals and strategize for implementing the Action Plan. It focused on engaging community residents, beneficiaries of entitlement funds, and stakeholders of the City. The City held a virtual community meeting on February 10, 2022, to introduce the Annual Action Plan Planning process to members of the public and gather information regarding the community's top priorities. The City of Porterville Community Development Block Grant (CDBG) Citizens' Advisory and Housing Opportunity Committee held a hybrid (virtual and in-person) public hearing on March 14, 2022, to obtain the views of citizens, public agencies, and other interested parties on the City's housing and community development needs and proposed use of funds to achieve objectives, priorities and actions for addressing those needs during Fiscal Year 2022/23. The City also conducted a Community Survey to gather input from community residents and stakeholders of the City. The survey asked participants to identify the greatest needs and priorities in the City that could be addressed through entitlement funding programs and to provide feedback on the use of those funds and to comment on existing programs. The survey, as well as notice of the community meeting and public hearings were posted to the City's social media accounts. Additionally, the City Council held, a second public hearing at its meeting on April 19, 2022.

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 reached out to a number of agencies, worked collaboratively with public officials, City departments, community residents, stakeholders, and beneficiaries of entitlement funds to seek input on the priorities and strategies included in this Action Plan and further strengthen the dialogue between public and assisted housing providers and private and governmental health, mental health and service agencies that receive federal funding. A list of the agencies who were consulted, including how they participated, is included in Table 2.

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/Tulare County Continuum of Care (Alliance) is made up of a group of advocates, public agencies, homeless individuals, and service providers with the purpose of confronting the needs of the homeless population within the Kings and Tulare County regions. The City of Porterville continues to be an active participant in the monthly Alliance meetings, with the purpose of enhancing coordination between organizations, disseminating knowledge on best practices, and developing a stronger understanding of the needs of the homeless population within both counties. The Alliance also works to reduce duplication of such services and to improve service delivery to homeless people. Furthermore, in adherence to the institutional delivery system, the City financially supports the Alliance, which is recognized as a 501(c)(3) organization of partners. The Alliance implements a coordinated entry and assessment system called Every Door Open, to serve both counties. The system's purpose is to help at-risk or current homeless people by prioritizing the most vulnerable homeless people, including the chronically homeless, veterans, families with children, and unaccompanied minors, obtain necessary services.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Not applicable. The City does not receive Emergency Solutions Grant Funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Anthem Blue Cross
	Agency/Group/Organization Type	Services- health
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of public hearings and invited to attend.
2	Agency/Group/Organization	Central California Family Crisis Center
	Agency/Group/Organization Type	Services - Housing Services-Victims of Domestic Violence Services-homeless Services – Victims
	What section of the Plan was addressed by Consultation?	Public Housing Needs Homeless Needs - Chronically homeless, Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives completed a survey and a representative attended the community meeting and the 1 st Public Hearing, to provide input to help prioritize the City's community needs and were notified of meeting and public hearings.
3	Agency/Group/Organization	Central CA Legal Services
	Agency/Group/Organization Type	Services - Legal
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of public hearings and invited to attend.
4	Agency/Group/Organization	Community Services Employment Training (CSET)
	Agency/Group/Organization Type	Services – Housing Services-Elderly Persons Services-homeless Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative completed a survey to provide input to help prioritize the City's community needs and attended the community meeting.
5	Agency/Group/Organization	Employment Connection

	Agency/Group/Organization Type	Services – Employment Services – Education
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of meetings and hearings, and invited to participate in the survey.
6	Agency/Group/Organization	Family Healthcare Network
	Agency/Group/Organization Type	Healthcare Services - health
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey. A representative attended the community meeting and the 1 st Public Hearing.
7	Agency/Group/Organization	Family Services of Tulare County
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearing and invited to participate in the survey.
8	Agency/Group/Organization	Food Link of Tulare County
	Agency/Group/Organization Type	Services- health
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of public hearings and invited to attend.
8	Agency/Group/Organization	Habitat for Humanity Tulare/Kings Counties
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of meetings and hearings and invited to participate in the survey.
9	Agency/Group/Organization	Housing Authority of Tulare County
	Agency/Group/Organization Type	Housing

	What section of the Plan was addressed by Consultation?	Public Housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A representative was contacted by email to provide updated information regarding public housing for the 22/23 Action Plan and notified of public hearings and invited to attend.
10	Agency/Group/Organization	Kings/Tulare Homeless Alliance
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified by email of community meeting and public hearings and invited to participate in the survey. A representative attended the community meeting and 1 st public hearing. Additionally, notification was provided at the February membership meeting and in a newsletter, and input was requested from all present members to better understand the needs and priorities of the homeless population and use of funds for the 22/22 Action Plan.
11	Agency/Group/Organization	Kings View
	Agency/Group/Organization Type	Services – homeless Services – persons with disabilities
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of meetings and hearings, invited to participate in the survey, and attended the community meeting. Representative completed a survey to provide input to help prioritize the City's community needs
12	Agency/Group/Organization	LINC Committee
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearings, and invited to participate in the survey
13	Agency/Group/Organization	LOVE Inc.
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified public hearings and invited to attend.
14	Agency/Group/Organization	Methodist Church
	Agency/Group/Organization Type	Faith based
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of public hearings and invited to attend.
15	Agency/Group/Organization	New Life Church
	Agency/Group/Organization Type	Faith based
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of public hearings and invited to attend.
16	Agency/Group/Organization	Parenting Network
	Agency/Group/Organization Type	Services- children Services- people with disabilities
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of meetings and hearings, attended the community meeting and was invited to participate in the survey.
17	Agency/Group/Organization	Porterville College

	Agency/Group/Organization Type	Services- education
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of public hearings and invited to attend.
18	Agency/Group/Organization	Porterville Unified School District
	Agency/Group/Organization Type	Services- education
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearings, invited to participate in the survey, and one representative attended the community meeting. Representative completed a survey to provide input to help prioritize the City's community needs
19	Agency/Group/Organization	Proteus
	Agency/Group/Organization Type	Services- employment Services- education Community Services
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of public hearings and invited to attend.
20	Agency/Group/Organization	Porterville Area Coordinating Council (PACC)
	Agency/Group/Organization Type	Community Services
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of public hearings and invited to attend.
21	Agency/Group/Organization	Self Help Enterprises
	Agency/Group/Organization Type	Services- Housing
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of public hearings and invited to attend.
22	Agency/Group/Organization	Sierra View District Hospital
	Agency/Group/Organization Type	Services- Health

	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of public hearings and invited to attend.
23	Agency/Group/Organization	St. Anne's Parish
	Agency/Group/Organization Type	Faith based
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of public hearings and invited to attend.
24	Agency/Group/Organization	Tulare County Health & Human Services Agency
	Agency/Group/Organization Type	Services-Health Health Agency Other government – County
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative completed a survey to provide input to help prioritize the City's community needs. They were notified of public hearings and invited to attend.
25	Agency/Group/Organization	Tulare County – Mental Health
	Agency/Group/Organization Type	Services-Health Health Agency Other government – County
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of public hearings and invited to attend.
26	Agency/Group/Organization	Turning Point of Central California
	Agency/Group/Organization Type	Housing Services - homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs – chronically homeless Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearings, and invited to participate in the survey
27	Agency/Group/Organization	United Way of Tulare County

	Agency/Group/Organization Type	Services – Health and Education
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of public hearing and invited to attend.
28	Agency/Group/Organization	Veteran Affairs
	Agency/Group/Organization Type	Services – Health, education and employment
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of public hearings and invited to attend.
29	Agency/Group/Organization	Walmart DC
	Agency/Group/Organization Type	Community Service
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of public hearings and invited to attend.
30	Agency/Group/Organization	Westcare
	Agency/Group/Organization Type	Behavioral health and human services
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of public hearings and invited to attend.

Identify any Agency Types not consulted and provide rationale for not consulting

The City reached out to a diverse group of agencies, groups, and organizations for consultation during the City's outreach period. These groups were also asked to participate in the community needs survey as well as share the survey with other stakeholders. It is possible that members from these organizations participated in the community needs survey, but it cannot be for certain since the survey remained anonymous. Overall, the City did not intentionally exclude any organization from participating.

Other local/regional/state/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?
Continuum of Care	County of Tulare	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 Plans goal to support activities that prevent and end homelessness.
San Joaquin Valley Fair Housing and Equity Assessment	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 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 efforts to pursue specific policies and programs to achieve its goals and objectives. The Strategic Plan supports the Housing Elements plan to ensure that there is an adequate supply of affordable housing to meet the current and future needs of the population.
Regional Transportation Plan and Sustainable Communities Strategy	Tulare County Association of Governments (TCAG)	Transportation and access to services is critical for LMI households. This plan considers both land use and transportation together in a single, integrated planning process that accommodates regional housing needs and projected growth. This aligns with promoting the creation of affordable housing opportunities for LMI and special needs households.
Regional Housing Needs Plan for Tulare County 2014	Tulare County Association of Governments (TCAG)	This plan ensures that affordable housing is equitably distributed throughout the region. Both plans ensure that there is an adequate supply of affordable housing to meet the current and further needs of the population.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Pathway Home: Responding to Homelessness in Tulare	Tulare County Taskforce on Homelessness	This plan is a regional effort intended to identify, develop, and implement innovative strategies to addressing homelessness in Tulare County. This effort builds upon the Continuum of Care plan that supports activities that prevent and end homelessness.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Many organizations were consulted at community meetings, public hearing or by email to engage them in providing feedback. The survey link was also sent and asked to be shared amongst their constituents. Comments are accepted as anonymous to encourage participation.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

To maximize participation in the preparation of the 2022/23 Action Plan, the City held a community meeting, designed and administered a community needs survey, held two public hearings, and conducted outreach by email, social media and electronic outreach. Additionally, announcements were made at the City's first time homebuyer education classes and at partner meetings to inform attendees of the AP process and how they could participate. The purpose was to bring awareness and seek input on the City's housing and community development needs and proposed use of funds to achieve objectives, priorities, and actions for addressing those needs during FY 2022/23. Views obtained during these hearings were considered for the final Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Out-reach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Meeting	Non-targeted/broad community	A virtual Action Plan community meeting held on February 10, 2022 via Zoom. 16 Participants attended.	Feedback included reinforcement of the need for homeless services and programs.	No comments were rejected at the public meeting.	
2	Public Hearing	Non-targeted/broad community	1 st public hearing (March 14, 2022) there were 3 public members, 5 CDBG Advisory Board Members and 7 City of Porterville staff members. 2 nd public hearing (April 19, 2022) during a regular City Council Meeting. Public attendance consisted of ___ viewers on YouTube, ___ via Zoom, and ___ in person. City Council and City staff were also in attendance.	1st Public hearing comment summary: The Committee was presented with community feedback from the community meeting and survey and they discussed continuation of current programs as well as funding allocations. 2nd Public hearing comments will be updated after it takes place	No comments were rejected at the 1 st public hearing.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
3	Newspaper Ad	Minorities, Non-English Speaking (Spanish), Non-targeted/broad community	A total of 4 newspaper ads were sent to notify the public about public hearings and community meetings, which included a timeline for Action Plan development; 2 in English and 2 in Spanish.	Comments will be updated if any are received	will be updated at end of 30 day comment period	
4	Internet Outreach	Non-targeted/broad community	Internet outreach was done by email, City webpage, and social media posts on Parks & Leisure Services, Porterville Library, cityofporterville_ca, and Choose Porterville pages.	Summary of survey responses received as a result of this outreach will be attached in Appendices at the end of 30 day comment period.	will be updated at end of 30 day comment period	
5	Printed Materials	Minorities, Non-English Speaking (Spanish), Non-targeted/broad community	A copy of the survey in Spanish and English was available at the public counter at City Hall, as well as a copy of the 30-day draft Action Plan for public review.	Comments will be updated if any are received	will be updated at end of 30 day comment period	
6	Virtual meetings	Minorities, Non-English Speaking (Spanish), Residents of Public and Assisted Housing	Spanish and English First Time homebuyer virtual classes were held in March; 8 people participated in the 8 hour class. At the end of the class their input was requested on AP planning process. They were also invited to take the survey and provide any other comments or suggestions they may have.	Discussion in support of housing programs, homeownership education, and other programs that benefit low income families took place.	No comments were rejected.	

Sort Order	Mode of Out-reach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
7	Partner meetings	Non-targeted/broad community	Announcements regarding the Action Plan were made at the following virtual meetings held by partner agencies: KTHA, LINC, Habitat, and Porterville Chamber Government Affairs Committee Meeting.	Survey links were shared for participants of the meeting to participate as well as dates for community meetings and public hearings.	No comments were rejected.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City conservatively anticipates an annual entitlement of \$868,243 per year over the five-year period.

Anticipated Resources

P r o g r a m	Source of Funds	Uses of Funds	Expected Amount Available Year 3 of Con Plan				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
C D B G	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	868,243	18,573	471,791	1,358,608	1,358,608	CDBG funds will be used for public improvements, economic development, and public services that benefit low income and special needs households.

Table 5 - Expected Resources – Priority Table

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 Kings/Tulare Continuum of Care whose main target is to house homeless individuals. The City uses \$15,000 in CDBG funds to contribute to the hiring of a case manager for the Permanent Supportive Housing (PSH) Program administered by the Family Services of Tulare County. When available, funds will also be allocated to the Kings/Tulare Homeless Alliance to continue the efforts to end homelessness. The 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 promote the housing programs through various methods as well as within several faith-based organizations. When possible, the City uses state funding, such as HOME or 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 leverage additional funds in order to achieve higher results strategically. 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 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. The City's HOME dollars come from program income or State grants. For FY 22/23 the city will have available \$400,000 in HOME funds from a recently awarded grant, and over \$600,000 in program income. These funds will be used to meet affordable housing needs. HOME PI is a result of payments received by the City for First Time Homebuyer Loans made in the past with State HOME grants. The First Time Homebuyer Loan Program will not be allocated New CDBG Entitlement funds. There is an anticipated \$10,568 New PI from debt repayment of home loans that will be returned to the RL fund to continue to operate the CDBG FTHB loan program. Remaining carryover on 6/30/2022 or PI for PY 22/23 shall remain and be added to the RL fund to continue the First Time Homebuyer Loan Program.

Additionally, the City leverages its Permanent Local Housing Allocation (PLHA) funds, which is estimated at \$2,056,524.00 over five years (2019-2023) for the eligible activity 6 which is defined as, "Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing."

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 was vacant. In 2018, the City sold the property to a developer willing to create new retail and office space in the downtown business corridor. Construction was concluded in June of 2020. The three story building is now home to the offices of the Tulare County Public Defender and District Attorney, with additional retail space available. While the COVID-19 pandemic has affected the retail space lease contracts, it is anticipated that remaining spaces will be leased out once the businesses can use them profitably. The outcome of the project is retail opportunities, job creation, and elimination of slum and blight.

The City also owns approximately ten (10) acres of undeveloped property located at the Jaye Street Industrial Complex. These properties are marketed in cooperation with the Tulare County EDC for the recruitment of manufacturing and industrial uses to Porterville. The desired outcome of these projects is job creation.

The City acquired property located at 140 S. C St, in downtown Porterville from the Porterville Unified School District to lease to Turning Point of Central California (TPOCC): TPOCC is responsible for operation of the Porterville Welcome Center, which offers emergency and bridge housing as well as a service Navigation Center for unhoused individuals. The bridge housing can lead to permanent housing offered by other programs mentioned in the Discussion section below.

Discussion

Below is a list of potential financial resources that are 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 are 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.
- 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 the 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.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2020	2024	Affordable Housing	Citywide	Affordable Housing	CDBG: \$456,083	Public service activities other than Low/Moderate Income Housing Benefit: 90 Persons Assisted Homeowner Housing Rehabilitated: 4 Household Housing Unit Direct Financial Assistance to Homebuyers: 1 Household Assisted
2	Homelessness	2020	2024	Homeless	Citywide	Homeless Shelters and/or Services	CDBG: \$20,000	Public service activities other than Low/Moderate Income Housing Benefit: 150 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 2 Household Assisted
3	Strengthening Neighborhoods	2020	2024	Non-Homeless Special Needs Non-Housing Community Development	Citywide	Infrastructure Improvements Neighborhood Services, Community Services	CDBG: \$377,925	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 167815 Persons Assisted Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted Other: 1
4	Economic Development	2020	2024	Non-Housing Community Development	Citywide	Job Creation/Retention Programs	CDBG: \$224,735	Businesses assisted: 5 Businesses Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Affordable Housing
	Goal Description	This covers housing benefits, homeowner rehabilitation and financial assistance to new low income homebuyers; Homelessness and acquisition of single family homes to rehab for affordable housing, if needed.
2	Goal Name	Homelessness
	Goal Description	This includes funding for service providers catering to homeless persons, transitional housing and emergency shelters.
3	Goal Name	Strengthening Neighborhoods
	Goal Description	This includes service provision and infrastructural development such as youth and senior centers, parks and recreational facilities, and sidewalk improvements.
4	Goal Name	Economic Development
	Goal Description	This includes financing for job placements and training programs as well as funding for Large, Small and Microenterprise loans, as well as CDBG-CV projects if needed.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b)

The City of Porterville intends to continue its First time Homebuyer Program and Owner Occupied Housing Rehabilitation Loan Program to allow families to obtain and/or maintain affordable housing, with a combined goal of helping five extremely low-income, low-income, or moderate-income families in program year 2022/23.

Projects

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:

- 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.

Projects

#	Project Name
1	Grant Administration
2	City Operated Youth Center
3	Case Management for PSH
4	Homebuyer Education Program
5	First Time Low Income Homebuyer Program
6	Fair Housing Education Program
7	Owner Occupied Housing Rehabilitation & Public Utilities Loan Program
8	Business Assistance Program
9	Parks Improvement Program
10	Curb, Gutter and Sidewalk Improvements
11	Continuum of Care (LINC Services)
12	Multi-Sport Field Improvement Project

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The priorities were allocated based on the high priority needs identified in NA-50 of the 2020-2024 Consolidated Plan and based on outreach described in the Citizen's Participation Plan. This is with the exception of administration of the allocations which is a default first priority area for realization of the goals and projects set in the action plan.

AP-38 Project Summary

Project Summary Information

1	Project Name	Planning and Administration
	Target Area	Citywide
	Goals Supported	Affordable Housing Homelessness Strengthening Neighborhoods Economic Development
	Needs Addressed	Affordable Housing Infrastructure Improvements Neighborhood Services, Community Services Job Creation/ Retention Programs Community Facilities
	Funding	CDBG: \$176,744.15
	Description	Allocation amount: up to 20% of Grant allocation plus up to 20% of current years' (22/23) expected PI. Carry Over: \$0 is anticipated carryover from PY 2022/23, however if there is any carryover on 6/30/2023, it will be moved to First Time Low Income Homebuyer Program. A portion of the CDBG entitlement allocation (\$173,648.60) 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. The actual amount is based on an estimated amount dependent on anticipated Program Income for FY 22/23 (an estimated additional \$3,095.55 of PI from other programs).
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	Citywide
	Planned Activities	Planning 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
2	Project Name	City Operated Youth Center
	Target Area	Citywide
	Goals Supported	Strengthening Neighborhoods

	Needs Addressed	Neighborhood Services, Community Services
	Funding	CDBG: \$96,217.35
	Description	Allocation amount: not to exceed the sum of: up to 15% of Grant allocation plus 15% of prior year (21/22) PI. (Excluding \$36,805.10 which will be allocated to other Public Service Programs: Case Mgt for PSH-FSTC, LINC Services-KTHA, Homebuyer Ed. and Fair Housing Ed.) \$96,217.35 is estimated using the newly published 2022/23 CDBG Entitlement Grant. However, if PI received exceeds the estimate, this amount can increase to reflect the final PI received at the end of 6/30/2022. Carry Over: \$0 is anticipated carryover from PY 2022/23, however if any carryover remains on 6/30/2023 it shall be allocated to First Time Low Income Homebuyer Program. Pandemic Contingency: If the youth center remains closed for all or part of the year resulting in unexpended funds, the funds shall be directed to the Parks Improvement Program to fund additional park improvement projects.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	100 low income households
	Location Description	(new location TBD)
	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	Case Management for PSH
	Target Area	Citywide
	Goals Supported	Homelessness
	Needs Addressed	Homeless Shelters and/or Services
	Funding	CDBG: \$15,000
	Description	Allocation amount: \$15,000 granted it does not exceed the 15% public service Cap. Carry Over: \$0 is anticipated carryover from PY 2022/23, however if any carryover remains on 6/30/2023 it shall be allocated to First Time Low Income Homebuyer Program.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	At least two very low or extremely low income families/individuals will benefit from this program in FY 2022-23. Five vouchers are assigned to each of the participating cities, and the remaining vouchers will be available based on need. This program covers a portion of the case management for the PSH program. The other portions are covered by other jurisdictions in Tulare County.
	Location Description	Citywide

	Planned Activities	The City of Porterville executed a sub-recipient 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	Homebuyer Education
	Target Area	Citywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$1,805.10
	Description	Allocation amount: \$1805.10 will be allocated for PY 2022/23 Carry Over: \$0 is anticipated carryover from PY 2022/23, however if any carryover remains on 6/30/2023 it shall be allocated to First Time Low Income Homebuyer Program. This program continues, however it will be mostly funded with HOME Admin funds; unless there is additional CDBG funds available from the public services cap that can be allocated to this project. CDBG new entitlement 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	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	60 Households Assisted
	Location Description	291 N. Main St. Porterville CA 93257
	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. The class will be taught in partnership with a local non-profit who is a HUD Certified Housing Counselor.
5	Project Name	First Time Low Income Homebuyer Program
	Target Area	Citywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$39,267.34

	Description	Allocation amount: \$0 shall be added from New Entitlement, \$10,568.48 is anticipated New PI from debt repayment of home loans that will be returned to the RL fund to continue to operate the CDBG FTHB loan program and \$23,000, is the expected carryover in the RL fund on 6/30/2022 to be used in FY 2022/23. Carry over: Any carry over on 6/30/2023 shall remain in the RL fund to continue to fund this program.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	1 income eligible family
	Location Description	Not Applicable
	Planned Activities	CDBG program income 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.
6	Project Name	Fair Housing Education Program
	Target Area	Citywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	\$15,000
	Description	Allocation amount: \$15,000. Carry over: \$0 is anticipated as carryover for FY 2022/23, however if any carryover is remaining on 6/30/23 it shall be added to the Youth Center activity if there is a need in that program, if not it shall be moved to the First Time Homebuyer Loan Program.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	30 households assisted
	Location Description	Citywide
7	Project Name	Owner Occupied Housing Rehabilitation & Public Utilities Loan Program
	Target Area	Citywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$223,266.36

	Description	Allocation amount: Old Entitlement Balance of \$192,678.15 plus \$30,000 from PI and \$588.21 from anticipated PI, will be allocated for PY 2022/23. Carry over: If any remaining carryover on 6/30/2023 it shall be carried over into the RL fund to continue funding the Owner Occupied Housing Rehabilitation Program. The Ramp program that is part of the Rehabilitation Loan program may be allocated to a Non-Profit agency as a sub recipient to complete repairs or hire contractors to complete appropriate ADA work. Using old entitlement and Program Income (PI) funds 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 in past years to Housing Rehabilitation Loan Program (HRLP).
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	4 Households
	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 the City's Engineering Department. The applicant is then counseled as to the extent and cost of the work covered by a rehabilitation loan, the process of selecting a contractor, and maintaining an equity reserve after rehabilitation construction. A systemized program evaluating work completed through on-site inspections and progress payment issuance is administered by the City to assure that abuses of the program do not occur. Final payment is held until the City Chief Building Inspector, Rehabilitation Specialist, and homeowner have indicated completion and satisfaction with the work.
8	Project Name	Business Assistance Programs
	Target Area	Citywide
	Goals Supported	Economic Development
	Needs Addressed	Job Creation/ Retention Programs
	Funding	CDBG: \$224,735.32

	Description	Allocation amount: \$0 will be allocated for PY 2022/23. Old Entitlement Balance of \$161,128.89 plus \$19,285.36 from PI and \$4,321.07 from anticipated PI, will be allocated for PY 2022/23. Additionally, \$40,000 will carry over from the microenterprise program that did not begin in 2021-22 as anticipated. Carry Over: \$0 is anticipated carry over for FY 2022/23. If any carryover is remaining on 6/30/2023 and any new PI received during the year shall be added into the RL fund to continue funding the Business Assistance Loan Programs as the City continues to accept and review applications for those programs. Program Income and Old Entitlement will be used for the Business Assistance Programs. Large Business Assistance Program (BAP) Revolving Loan Fund: The main objective of this program is to provide financing options to industrial/commercial businesses for the retention and expansion of the job market within the City of Porterville. Small Business Assistance Program (BAP) Revolving Loan Fund: 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. Micro Enterprise Program: the main objective of this program is to provide funding for low to moderate income persons to start or expand a business in Porterville. These funds will continue to be available to use for CDBG-CV funded activities if needed.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that at least 1 business will be assisted with these funds in the large or small business category and 4 microenterprises.
	Location Description	Citywide
	Planned Activities	Large Business Assistance Program (BAP), Commercial and Industrial Development. This program will provide financial assistance in the amount of \$50,000 or greater. The goal of the BAP is to encourage businesses to expand which will lead to increase business activity, job sustainability, and job creation. Small Business Assistance Program (SBAP): SBAP 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. Micro Enterprise Loan Program Assistance is a minimum of \$1,000 and a maximum of \$10,000 to assist LMI persons start or expand a business. This funding can also be used for the CDBG-CV funded activities if needed.
9	Project Name	Parks Improvement Program
	Target Area	Citywide
	Goals Supported	Strengthening Neighborhoods
	Needs Addressed	Infrastructure Improvements
	Funding	CDBG: \$151,707.95

	Description	Allocation amount: Remaining amount from all other 2022/23 Entitlement allocations shall be added to the Parks Improvement program currently \$151,707.95. Carry Over: \$0 is anticipated carryover from PY 2022/23, however if any carryover remains on 6/30/23 it shall be added to the Multi-Sports Field Improvement Project if there is a need in that program, if not it shall remain in the Parks Improvement Program to continue funding park improvement projects at the designated parks. The main objective of this program is to add or increase access to amenities and improve infrastructure at both Murry Park, Zalud and Fallen Heroes Parks in addition to the Tule River Parkway trail adjacent to Fallen Heroes Park in order to continue to keep the park as a safe, clean, and attractive recreation facility. These funds may also be used for the Multi-Sport Field Improvement Project, since it is also a park project, except that it was given its own activity number due to the large dollar amount that is expected to be allocated, from program income generated from the sale of the Heritage Center.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	15925
	Location Description	Murry Park, Zalud Park, Fallen Heroes Park, and Tule River Parkway serve Census Tracts 38.02, 41.01 and 41.02, and 39.01 as does the Multi-Sports Field Improvement
	Planned Activities	Using entitlement and program income the City plans to continue making improvements to Murry Park, Zalud Park, Fallen Heroes Park and the Tule River Parkway trail adjacent to Fallen Heroes Park.
10	Project Name	Curb, Gutter and Sidewalk Improvements
	Target Area	Citywide
	Goals Supported	Strengthening Neighborhoods
	Needs Addressed	Infrastructure Improvements
	Funding	CDBG: \$130,000
	Description	Allocation amount: \$130,000. Carry Over: \$0 is anticipated carryover from PY 2022/23, however if any carryover remains on 6/30/2023 it shall remain in this program to continue funding curb, gutter and sidewalk improvements in low-mod census tract areas. (if no project is identified, these funds can be used for the Multi-Use Sports Field Improvement Project)
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	Citywide
	Planned Activities	At least one infrastructure improvement project including Curb, Gutter and Sidewalk improvements in low-mod census tract areas.

11	Project Name	Continuum of Care (LINC Services)
	Target Area	Citywide
	Goals Supported	Homelessness
	Needs Addressed	Homeless Shelters and/or Services
	Funding	CDBG: \$5,000
	Description	Allocation amount: \$5,000 granted it does not exceed the 15% public service Cap. Carry Over: \$0 is anticipated carryover from PY 2022/23, however if any carryover remains on 6/30/2023 it shall be allocated to First Time Low Income Homebuyer Program.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	150 individuals who are experiencing homelessness
	Location Description	140 S C St.
12	Planned Activities	Kings Tulare Homeless Alliance will hold ongoing Local Initiatives Navigation Center (LINC) in the City of Porterville. LINC will connect homeless and people at-risk of homelessness with critical services such as health and dental care, employment assistance, housing assistance, legal services, social services and access to mainstream benefits. They will also provide consumables supplies and services to homeless clients (supplies and services include prescription eyeglasses, bus passes, DMV reduced-fee ID cards, sleeping bags, laundry cards, hygiene kits, food) due to Covid-19 some of these activities may be modified to comply with the social distancing requirements of the state mandate.
	Project Name	Multi-Sport Field Improvement Project
	Target Area	Citywide
	Goals Supported	Strengthening Neighborhoods
	Needs Addressed	Infrastructure Improvements
	Funding	\$279,864
	Description	Allocation amount: \$279,864 will be allocated from for PY 2022/23 for improvements to the Multi-Sports Field Improvement Project. Carry Over: \$0 is anticipated carryover from PY 2022/23, however if any carryover remains on 6/30/2023 it shall remain in this project to continue funding improvements to this site. Improvements to 11.6 acres of undeveloped property to the north of the Heritage Center for the use of recreational activity and park space; such as the addition of an artificial turf lighted arena soccer field(s), all-weather surface multi-use court with a shade cover and other amenities. This area would benefit the City Operated Youth Center, serving as an area for outdoor activities.
	Target Date	6/30/2023

	Estimate the number and type of families that will benefit from the proposed activities	152,400
	Location Description	11.6 acres of undeveloped property to the north of the Heritage Center
	Planned Activities	Improvements or amenities such as artificial turf lighted arena soccer field(s), all-weather surface multi-use court with a shade cover and other amenities.

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

The City has not established specific target areas to focus the investment of entitlement funds as it is citywide. As mentioned in the AP-05, Executive Summary, A map of eligible census tracts is included as part of the Executive Summary. Effective January 1, 2021, Census Tract 39.01 was added as an eligible tract based on the HUD Eligible Census Tract Table Generator, <https://www.huduser.gov/portal/qct/screen2.html>.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Not applicable. The City has not established specific target areas to focus the investment of entitlement funds as it is citywide.

Discussion

See above

Affordable Housing

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-35, with the number of households to be assisted itemized by goal.

One Year Goals for the Number of Households to be Supported	
Homeless	2
Non-Homeless	5
Special-Needs	0
Total	7

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	2
The Production of New Units	0
Rehab of Existing Units	4
Acquisition of Existing Units	1
Total	7

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Refer to discussion above.

AP-60 Public Housing – 91.220(h)

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 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 111 units in the City of Porterville. 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 2022-2023, HATC projects to invest a total of \$294,025 in Capital Fund improvements for its Public Housing Stock located in the City of Porterville. The noted expenditures will cover maintenance and rehabilitation in public-housing units within the City of Porterville. Capital Fund expenditures will cover a large range of projects, including tree trimming, carpets replacement, ranges, refrigerators, exterior and interior paint, countertops/cabinets, heaters, cement work, fencing as needed for all our sites in Porterville.

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.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable. Housing Authority of Tulare County is not a troubled PHA.

Discussion

Refer to the discussion above.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Porterville (City) is closely involved with the Kings/Tulare Homeless Alliance (Alliance), which serves as the local Continuum of Care on Homelessness (CoC). When possible, the City's programs designed to serve homeless persons are coordinated with the Alliance.

There are several ongoing efforts that the City and Alliance are involved in as collaborative partners. These collaborations include:

- Monthly Alliance Membership Meetings
- Tulare County Task Force on Homelessness
- Emergency Shelter/Bridge Housing Project
- Local Initiatives Navigation Center (LINC)
- Annual Point in Time Count

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

Targeted outreach efforts of unsheltered homeless persons are coordinated with Alliance Housing Navigators and the Kings View PATH Team. Teams canvas the city to conduct outreach to people experiencing homelessness. When an unsheltered person is identified, they are assessed and connected to services. Client information is included in the local Homeless Management Information System (HMIS) so that outreach teams can remain apprised of client status on the housing priority list and other community referrals.

The City will also continue to support the Alliance's outreach efforts to persons experiencing homelessness through the Local Initiative Navigation Center (LINC) events held at the Porterville Welcome Center. Weekly LINC events offer housing assessments, connections to mainstream benefits, support service providers, and access to other services on a scheduled basis such as vaccinations, haircuts, prescription eyeglasses, etc. The City will provide \$5,000 in FY 22/23 to the Alliance for public services related to LINC.

KTHA will continue to utilize its Landlord Relations Specialist (LRS) who is responsible for marketing homeless housing programs to new and existing landlords and property managers, with the goal of expanding the number of units available to households experiencing homelessness. This individual acts as a liaison between landlords, case managers, and clients decreasing the length of time people experiencing homelessness stay in unhoused situations. The LRS will work in the bi-county region with approximate time divided based on Point in Time numbers. This position was created during the pandemic, and since her hire 10 households have located and moved into units as a result of the work of the LRS.

On an annual basis, the Alliance conducts both a sheltered and unsheltered Point in Time (PIT) count. The one-day PIT survey provides a snapshot of the adults, children in households and unaccompanied youth living in the City of Porterville 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.

Addressing the emergency shelter and transitional housing needs of homeless persons

Although the City's CDBG funding is limited to public services for 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 continues to support the efforts of the Alliance and the operators of projects serving those experiencing homelessness such as the Central California Family Crisis Center, Turning Point of Central California, Tulare County Health & Human Services Agency, Westcare, Community Services and Employment Training (CSET), Uplift Families, and other such providers that either provide vouchers or adequate facilities to meet the emergency and transitional housing needs of the homeless and those threatened with homelessness.

The City of Porterville worked closely with Turning Point of Central California to acquire and rehabilitate a school site that now operates as a low-barrier navigation center. The project, Porterville Welcome Center, has 15 beds of low-barrier emergency shelter and 15 beds of low-barrier bridge housing. Since its opening in October 2020, the Porterville Welcome Center, connects with an average of 80 people each day.

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

The City of Porterville supports and collaborates with local service providers, through the Alliance, to assist homeless individuals and families. Funding priorities include supporting existing high performing housing first rapid rehousing and permanent supporting housing projects.

Furthermore, the City continues their efforts of providing CDBG funds in the amount of \$15,000, to Family Services of Tulare County as matching funds, for case management (public services) to support the Tulare Housing First Shelter Plus Care project. This project provides case management services to 5 households at any point in time.

In all Continuum and City-funded projects, persons experiencing homelessness are assessed for housing opportunities and are prioritized based on their acuity. Several projects focus on sub-populations such as youth ages 18-24, veterans, and/or chronic homelessness. All projects within the Continuum- emergency, transitional and permanent housing- include supportive services for their clients. Each project designs and implements supportive services based on their target 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.

Projects that serve these vulnerable subpopulations include:

CSET Permanent Supportive Housing and Rapid Rehousing, Family Services Permanent Supportive Housing, Turning Point and Tulare County HHSA provide PSH projects for chronically homeless individuals and families and/or families with children. The Veterans' Administration, in conjunction with the Housing Authority of Tulare County, operates the VASH project and Westcare operates the SSVF project that serves eligible veterans and their families. Uplift Families operates a Transitional Housing project for transitioning age youth.

In mid-2021, Tulare County Health & Human Services Agency formed a Homeless Multidisciplinary Team (MDT) to work across all jurisdictions and communities in our county. The intent of the team is to work with city administration and departments such as Parks, Public Works, and first responders such as law enforcement, to help engage with individuals experiencing homelessness and help address the applicable needs and supportive services this population needs to be successful. The team includes representatives from Human Services, Mental Health as well as Alcohol and Other Drug services, and Public Health. The MDT partners with programs such as the Porterville Welcome Center, Family Services, the Kings Tulare Homeless Alliance, Salt + Light Works, Kweah Street Medicine, and numerous other partners to help provide linkage and engagement in robust services. The MDT has deployed in support of the Porterville Police Department to help engage and offer services to the encampments along the Tule River as well as encampments in other regions of the city. Furthermore, the MDT engages with the Task Force on Homelessness to assist jurisdictions in aiding the homeless members of their communities. These efforts include programs such as Project Roomkey and Project Homekey, supportive services at the Welcome Center, the annual Point-in-Time count, and similar activities.

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.

An important component of prevention/diversion is assisting households with income supports and connections to mainstream benefits. Tulare County Health and Human Services Agency (HHSA) has an SSI Advocacy Unit that focuses on increasing access to SSI and other mainstream benefits. Additionally, the Housing Disability Advocacy Program (HDAP), operated through HHSA, focuses on assisting people with disabling conditions with housing and case management while they are processing their SSI claim.

The SSI/SSDI Outreach, Access and Recovery (SOAR) model is designed to increase access to SSI/SSDI for eligible homeless adults who are and have a mental illness and/or a co-occurring substance use disorder. Staff from all CoC-funded agencies is required to assist clients in obtaining these mainstream benefits. Participation by these agencies provides an efficacious method of assisting households who may otherwise pursue homelessness assistance.

Discussion

Please refer to the above discussion.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Government policies can cause constraints on Affordable Housing and residential investment. Zoning, site improvement requirements, fees, and exactions, as well as permit fees and procedures, are discussed as barriers to affordable housing. These are identified in the Porterville's 2015 - 2023 housing element as follows:

1. Land use controls (e.g., zoning) - The City maintains an official Zoning Map that outlines areas where residential uses can be developed. The Development Ordinance defines how those residential uses can be developed. While the intent of zoning standards is to maintain order in the manner in which the city is planned, zoning also sometimes creates limitations in terms of size, height, and locations where affordable units are built. Porterville has made significant strides in the last 20 years to reduce limitations to affordable housing that might be a result of zoning restrictions. The City has adopted ordinances that encourage residential development and increased densities while maintaining requirements that ensure a higher quality of life for the residents of such developments. Porterville's ordinances accommodate reduced lot sizes, allow multi-family residential in three of the five residential zone districts, and have no restriction on the size of households. Additionally, the City frequently encourages the development community to incorporate affordable units into their projects to qualify for a density bonus, and the additional concessions and/or incentives available for affordable housing. The City continues to evaluate and assess opportunities to reduce impediments to development of affordable housing in this community. One such example currently being reviewed is further reduction of parking requirements for multi-family residential uses, and consideration of parcels without street frontage.

2. Fees and exactions - Every development and infrastructure projects including housing, attract fees and permits from the City. This includes but is not limited to permit issuance fees, development impact fees, engineering and public works fees, and subdivision processing fees. These may significantly increase the construction and/or rehabilitation costs of housing making it increasingly difficult to have a substantial inventory of affordable housing units. It is more expensive to develop multi-family units at an approximated cost of \$60,000 in fees compared to single family units at \$16,500 in development fees.

3. Permit processing procedures - The processing procedures can have long time frames which in turn, increases development costs. The City implements a multi-agency approach to check compliance within the process with fire, police, planning, building inspectors and city engineers in an attempt to streamline the permitting process.

4. Off Street Parking Standards - Parking is highlighted as a barrier to affordable housing in the City's 22/23 Annual Action Plan. The cost to build parking for affordable units can exponentially increase development costs, as well as potentially decrease the number of units built if parking is surface level. Development Ordinance Section 304.04 states that Porterville City Council has power to reduce parking requirements for multi-family developments if a developer can show that the project will not generate a need for as much parking when compared to a project designed for the general market.

5. AB 1482 - Expands rent control to cover units built over 15 years ago and places an annual cap on rent to 5% plus inflation. AB 1482 was signed on 10/8/19, effective 1/1/20; unintentionally causing a surge of eviction notices and large increase in rent towards tenants, specifically for low- income households.

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 will continue to assess both its General Plan policies and Zoning Ordinance to assure the process of developing housing for low and moderate-income households are made more accessible. The Housing Element highlights as one of its action plan goals to reduce governmental constraints to the development, improvement, and preservation of housing, particularly to affordable housing for low and moderate-income households. To reach this goal, Porterville has made sure that it is complying with second unit laws.

Additionally, Porterville's Development Ordinance 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 allow 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;
- Provisions for Single-Room Occupancy units; and
- Provisions for farmworker housing.

The City's 2015-2023 Housing Element also recognizes other actions to be taken to preserve and develop more affordable housing in the region. This includes the use of land use designation and zoning to assure the City meets its RHNA need, and push for an increase in mixed-use and infill development.

First Time Low Income Home Buyers Assistance Program- Porterville's First Time Low Income Home Buyers Assistance Program is used to help low-income households purchase their first homes by providing government assistance with down payments, gap financing and/or closing costs on their home. This is one approach to alleviate the number of residents in need of affordable housing rental units, allowing them to have their own place to call home. The City of Porterville plans to continue this program with past entitlement and prior PI funds in the next year. Additionally, the City has applied for and has been awarded HOME grants funds and applied for CalHOME funds to further assist in this regard.

Governmental barriers to producing housing are minimal; land use regulations, expedited permit processing, and low development fees push for the construction of lower-cost housing units when compared to other Central Valley Communities. A further discussion can be read below:

- Residential Density - Porterville allows for residential densities up to 30 dwelling units per acre.
- Zoning and Parking Standards - These standards are not highly stringent, so the minimum single family lot size is enough to persuade developers to build single family units for LMI first time home buyers. The majority of residential zones allow for alternative housing types such as mobile homes, group homes and secondary dwelling units.

Discussion:

Please see above.

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 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 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

At this time, the City of Porterville does not directly oversee a lead based paint (LBP) eradication program, unless it is in partnership with CDBG, HOME, or CalHome funded owner occupied housing rehabilitation projects.

All properties undergoing rehabilitation 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 continues to confront and alleviate the number of poverty-level families in the coming years. One goal to address that need will be implemented through economic development:

- Expand economic development and employment opportunity programs.

Furthermore, the City has recognized areas that must be addressed to achieve long-term economic prosperity, including the following:

- 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 of Porterville will keep working with HATC to ensure adequate amounts of Section 8 Vouchers and other public housing opportunities are available to meet the demand of the City's LMI population. Also, the City will work 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, the Community Development Department staff will continue to work closely with the Economic Development Division to administer the CDBG funded Business Assistance Program, which includes CDBG CARES Act (CDBG-CV) funding to help for-profit and non-profit businesses in response to the impacts of COVID-19 and provide operational

support to non-profits.

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 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 continue to participate in the Kings/Tulare Homeless Alliance to ensure coordination and implementation of strategic plans.

The Kings/Tulare Homeless Alliance (Alliance) is made up of a group of advocates, public agencies, homeless individuals and service providers with the purpose of confronting the needs of the homeless population within the Kings and Tulare County regions. Furthermore, in adherence with the institutional delivery system, the City financially supports the Alliance which is recognized as a 501(c)(3) organization of partners. The Alliance also implemented a coordinated entry and assessment system called Every Door Open, to serve both counties. The system's purpose is to help at risk or current homeless people by prioritizing the most vulnerable homeless people, including the chronically homeless, veterans, families with children and unaccompanied minors obtain necessary services.

Actions planned to enhance coordination between public and private housing and social service agencies

As already discussed above, the City will continue to participate in the Alliance, working with public, private and social service agencies to help homeless people. The City plans to continue working with organizations such as the Salvation Army, Red Cross, the PAAR Center, Central California Family Crisis Center, and Turning Point of Central California, which oversees the Porterville Welcome Center, to provide enough services and need to meet emergency and transitional housing needs of homeless and those vulnerable to homelessness.

The City will also 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 of Porterville 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 Large and Small Business Assistance Programs, Micro Enterprise Program, and CDBG-CV funded programs to help for-profit and non-profit businesses in response to the impacts of COVID-19. 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.

Discussion:

Please see discussion above.

Program Specific Requirements
AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

AP-35 describes how current and new PI will be allocated.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

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	0
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:	0

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. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion:

AP-35 describes how current and new PI will be allocated.

APPENDIX 1: Citizen Participation

(This will be finalized after plan is approved by City Council)

SUMMARY OF CITIZEN PARTICIPATION & COMMENTS RECEIVED

Community Survey Results

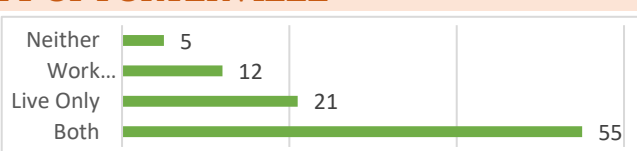
A Community Survey was distributed at virtual meetings and the link to the electronic survey was provided when information was distributed electronically. A paper copy was also available at the public counter of City Hall. A total of 93 survey responses were received, of which 24 were representatives of Agencies, but some remained anonymous as to who they represented.

Agency Representatives that took the survey

CCFCC	11	KTHA	1
City of Porterville	3	PATH	1
CSET	1	Porterville	1
Iglsia Emmanuel	1	Anonymous	3
Kingsview	1		

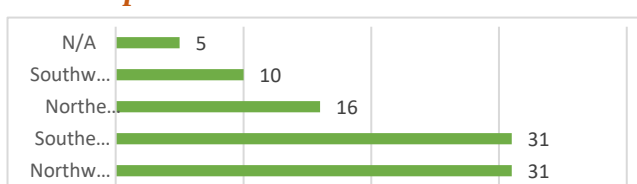
LIVE/WORK IN THE CITY OF PORTERVILLE

Both	55
Live Only	21
Work Only	12
Neither	5



City of Porterville Quadrant Represented

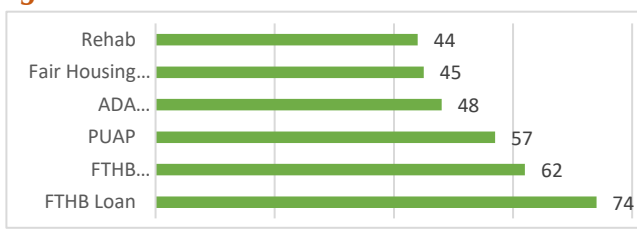
Northwest	31
Southeast	31
Northeast	16
Southwest	10
N/A	5



CURRENT CDBG PROGRAM SUPPORT

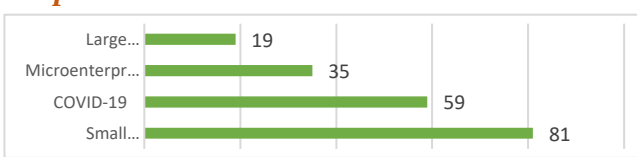
Housing

FTHB Loan	74
FTHB Education	62
PUAP	57
ADA Wheelchair	48
Fair Housing Education	45
Rehab	44



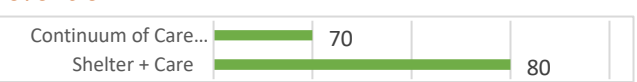
Economic Development

Small Business Loan	81
COVID-19	59
Microenterprise	35
Large Business Loan	19



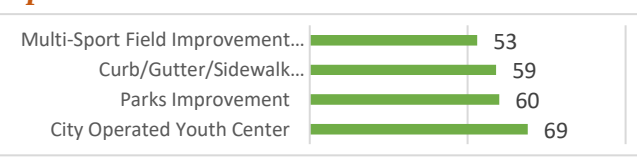
Homeless Prevention

Shelter + Care	80
Continuum of Care (KTHA)	70



Neighborhood Improvement

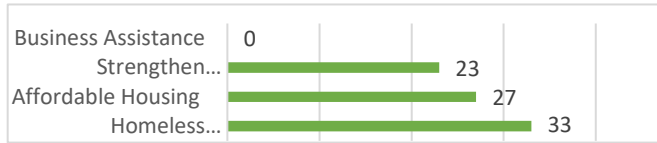
City Operated Youth Center	69
Parks Improvement	60
Curb/Gutter/Sidewalk Improvements	59
Multi-Sport Field Improvement Project	53



SUGGESTIONS FOR FUNDING CURRENT AND FUTURE PROGRAMS

Existing Programs

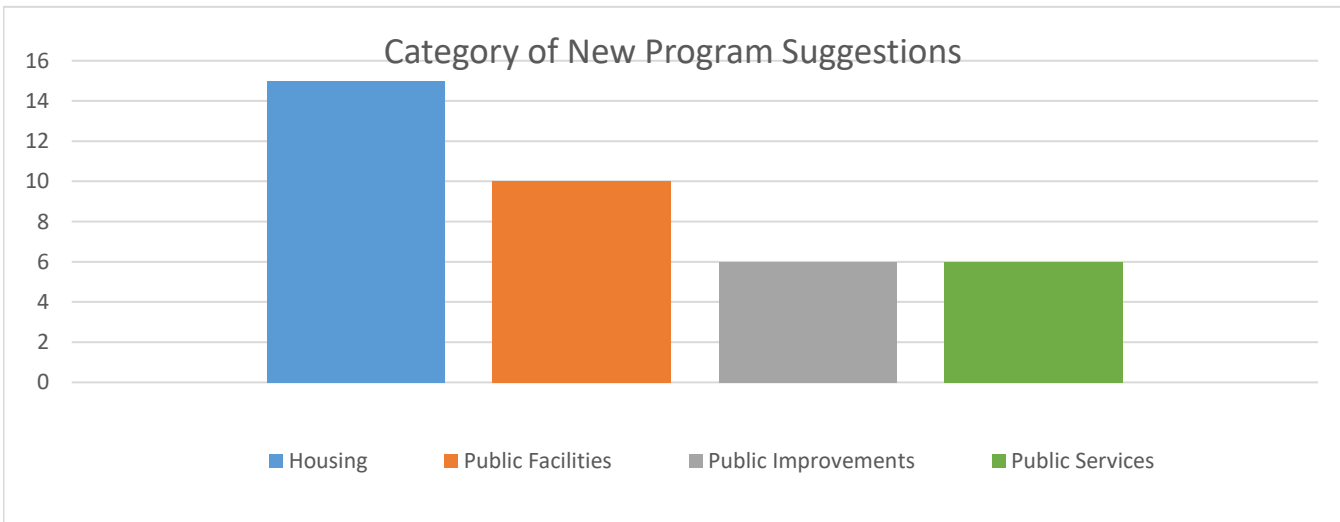
Homeless Prevention	33
Affordable Housing	27
Strengthen Neighborhoods	23
Business Assistance	0



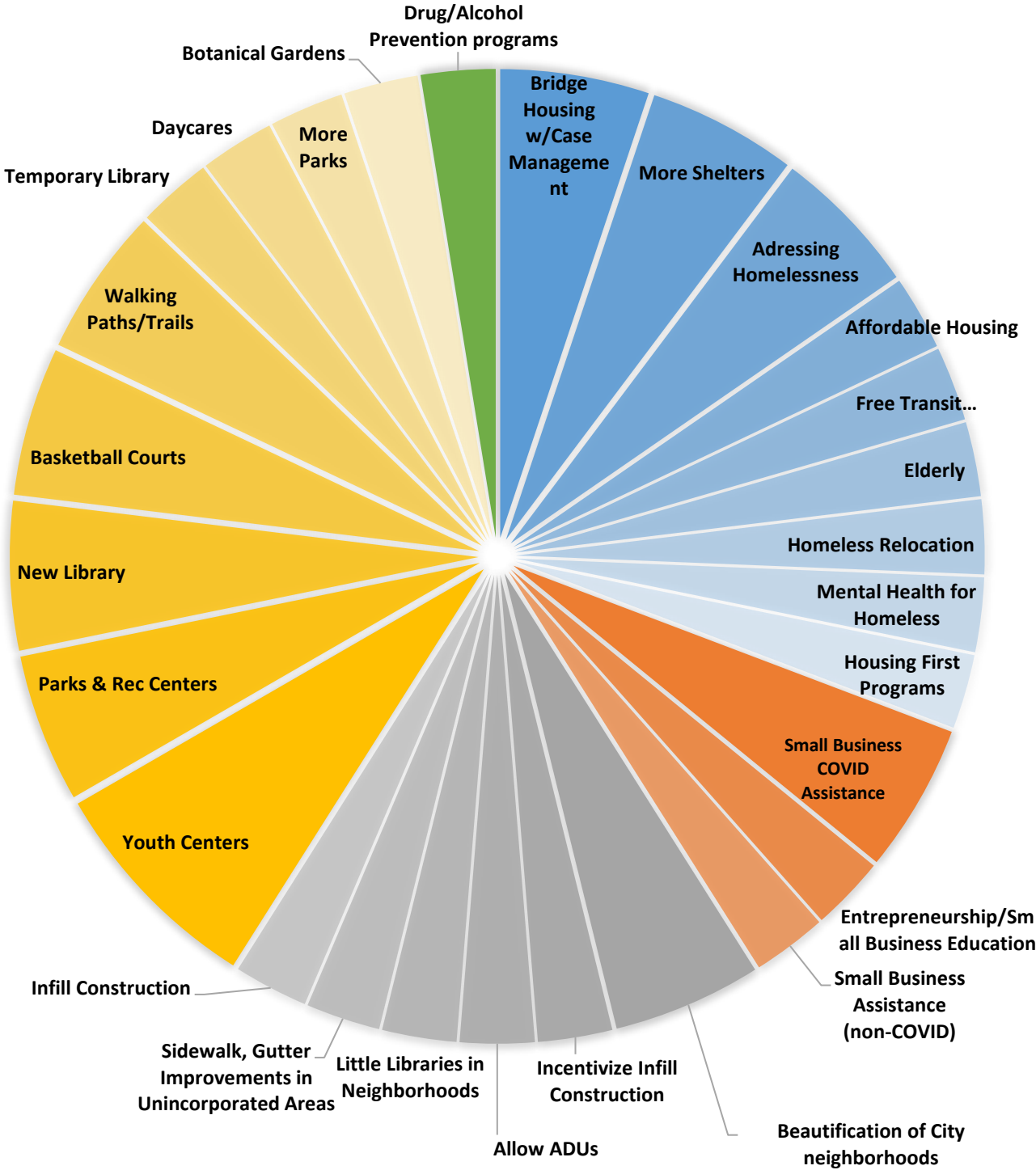
New Programs : by Category

Housing	
Homeless Prevention	6
Affordable Housing	4
Mental Health	2
Homeless Shelters	1
Shelter + Care	1
First Time Homebuyer	1
Public Facilities	
Sports Complex	3
Youth Center/Services	3
Parks & Amenities	2
Skate Park	1
Library	1

Public Services	
Low-Cost Animal Programs	1
Public Schools	1
Credit Education Program	1
Handicapp Accessibility & Parki	1
Litter Abatement	1
Domestic Violence Programs	1
Public Improvements	
Public Infrastructure	3
Public Roads	1
Bike Trails	1
Street Lights	1



FUNDING SUGGESTIONS



APPENDIX 2: Resolution and Proposed Budget

(This will be finalized after plan is approved by City Council)

APPENDIX 3: SF-424s and Certifications

(This will be finalized after plan is approved by City Council)

RESOLUTION NO. ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE APPROVING THE 2022/2023 ACTION PLAN 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 2022-23 Action Plan, attached as Exhibit A, and proposed use of Community
Development Block Grant Funds with a 2022 Program Year Entitlement Allocation as follows:

Administration	\$ 173,648.60
City-Operated Youth Center	\$ 96,217.35
Case Management for PSH-FSTC	\$ 15,000.00
LINC Services-KTHA	\$ 5,000.00
Homebuyer Education	\$ 1,805.10
Parks Improvement Program	\$ 151,707.95
Multi-Sports Field Improvement Project	\$ 279,864.00
Curb, Gutter, Sidewalk Project	\$ 130,000.00
Fair Housing Education	<u>\$ 15,000.00</u>
Total Funding	\$ 868,243.00

PASSED, APPROVED AND ADOPTED this 19th day of April, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

BY _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 19, 2022

SUBJECT: Resolution and Letter of Support for Tule River Tribe Water Settlement Legislation

SOURCE: City Manager's Office

COMMENT: After nearly thirty (30) years of advocacy, the Tule River Tribe successfully settled its water rights in November 2007 by signing a Settlement Agreement with water users on the South Fork of the Tule River. The Settlement Agreement secures a domestic, municipal, industrial and commercial water supply for the Tribe. Since 2007, the Tribe has been seeking federal legislation to ratify the Settlement Agreement and authorize appropriations to develop the water rights through the creation of water infrastructure and reservoirs on the Tule River Reservation. Legislation introduced in the House and Senate in 2007, 2008 and 2009 did not pass. The Tribe continues to work with the federal Bureau of Reclamation on necessary studies for the feasibility and design of the Tribe's water storage project.

RECOMMENDATION: That the City Council consider the draft Resolution and Letter of Support for the Tule River Tribe's federal water settlement legislation.

ATTACHMENTS:

1. Draft Resolution - Tule River Tribe Water Settlement Legislation
2. Draft Letter of Support to Senator Feinstein
3. Draft Letter of Support to Congressman McCarthy
4. Resolution and Letter of Support for Tule River Tribe Water Legislation - September 2006
5. Tule River Tribe Water Rights Settlement - November 2007
6. 2009 HR 1945 - Tule River Tribe Water Development Act

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

RESOLUTION ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
SUPPORTING THE INTRODUCTION OF FEDERAL LEGISLATION AUTHORIZING
THE FUNDING OF A WATER CONTAINMENT/DELIVERY SYSTEM FEASIBILITY
STUDY FOR THE TULE RIVER TRIBE OF CALIFORNIA

WHEREAS, the provision of a stable, secure water supply to the Tule River Tribe of California Reservation, as well as to its downstream neighbors on the South Fork of the Tule River, is a major component in the future growth of Tulare County, California; and

WHEREAS, the Tule River Tribe of California, the Tule River Association and the South Tule Independent Ditch Company have been negotiating for many years, in conjunction with the United States Department of the Interior, to quantify the amount of water the Tule River Tribe is entitled to receive through a water rights plan; and

WHEREAS, it is now prudent to introduce legislation that will manifest these negotiations and quantify the Tribe's federal reserved water rights and provide funding to enact its provisions;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Porterville that the City Council hereby recommends that the Tule River Water Rights Settlement bill be introduced by the Office of United States Senator Dianne Feinstein and United States Congressman Kevin McCarthy.

PASSED, APPROVED, AND ADOPTED this 19th day of April, 2022.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk



April 19, 2022

The Honorable Dianne Feinstein
United States Senate
331 Hart Senate Office Building
Washington, D.C. 20510

Dear Senator Feinstein:

As elected officials of the City of Porterville, California, we would like to take this opportunity to thank you for your tireless efforts on behalf of our constituents and our local economy. We look forward to a close and continuous collaboration with you and your office in order to advance and secure a bright future for all our citizens.

As you know, one of the keys to a viable and growing future for the City is the guarantee of a stable supply of water for our homeowners and local businesses. The demands of growth will place a premium on this invaluable resource. Competing pressures and claims on a finite resource require all of us to work cooperatively to assure a stable and long term supply that can fairly accommodate steady growth, even in times of serious climatic stress. Given the severe drought we have faced in this region over the last decade, it is ever more important to secure a stable water supply.

With this in mind, we would recommend your strong support for the Tule River Water Settlement bill, which will finally resolve the water right claims of our neighbors, the Tule River Tribe of California. As you know, the Tule River Tribe has been in multi-year water rights negotiations with the federal government. The resulting Tule River Water Settlement bill will bring a large measure of certainty of supply for the Tribe and neighboring stakeholders. Eventually, we hope that the approval of the Settlement will add to the amount of water available for both the Tribe and the local area.

We respectfully ask that you seek introduction of this legislation that will settle the Tribes water rights and authorize much needed funding for water delivery. We hope this legislation is introduced and becomes law as quickly as possible. Again, we thank you for your continued support.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Martha A. Flores
Mayor of the City of Porterville



April 19, 2022

The Honorable Kevin McCarthy
Minority Leader of the United States House of Representatives
2468 Rayburn House Office Building
Washington, DC 20515

Dear Representative McCarthy:

As elected officials of the City of Porterville, California, we would like to take this opportunity to thank you for your tireless efforts on behalf of our constituents and our local economy. We look forward to a close and continuous collaboration with you and your office in order to advance and secure a bright future for all our citizens.

As you know, one of the keys to a viable and growing future for the City is the guarantee of a stable supply of water for our homeowners and local businesses. The demands of growth will place a premium on this invaluable resource. Competing pressures and claims on a finite resource require all of us to work cooperatively to assure a stable and long term supply that can fairly accommodate steady growth, even in times of serious climatic stress. Given the severe drought we have faced in this region over the last decade, it is ever more important to secure a stable water supply.

With this in mind, we would recommend your strong support for the Tule River Water Settlement bill, which will finally resolve the water right claims of our neighbors, the Tule River Tribe of California. As you know, the Tule River Tribe has been in multi-year water rights negotiations with the federal government. The resulting Tule River Water Settlement bill will bring a large measure of certainty of supply for the Tribe and neighboring stakeholders. Eventually, we hope that the approval of the Settlement will add to the amount of water available for both the Tribe and the local area.

We respectfully ask that you seek introduction of this legislation that will settle the Tribes water rights and authorize much needed funding for water delivery. We hope this legislation is introduced and becomes law as quickly as possible. Again, we thank you for your continued support.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Martha A. Flores
Mayor of the City of Porterville



September 6, 2006

Honorable Devin Nunes
Longworth House Office Building
Washington, DC 20515

Dear Congressman Nunes:

As elected officials of the City of Porterville, California, we would like to take this opportunity to thank you for your tireless efforts on behalf of our constituents and our local economy. We look forward to a close and continuous collaboration with you and your office in order to advance and secure a bright future for all our citizens.

As you know, one of the keys to a viable and growing future for the City is the guarantee of a stable supply of water for our homeowners and local businesses. The demands of growth will place a premium on this invaluable resource. Competing pressures and claims on a finite resource require all of us to work cooperatively to assure a stable and long-term supply that can fairly accommodate steady growth, even in times of serious climatic stress.

With this in mind, we would recommend your strong support for the nearly finalized efforts of our neighbors, the Tule River Tribe of California. As you know, the Tule River Tribe has been in multi-year water rights negotiations with federal and local stakeholders. These nearly finalized negotiations will bring a large measure of certainty of supply for the Tribe and neighboring stakeholders. Eventually, we hope that this agreement will add to the amount of available water that will need to be supplied to the tribe and the local area.

We would ask that you introduce legislation that authorizes the funding for a feasibility study that would determine the best location and design for a water impoundment facility and water delivery system within the reservation. Scale and design of the facility and delivery system depends on the amount of water that all parties agree the tribe is entitled to receive, but that negotiated determination is just around the corner and there is no good reason to delay moving to the next step as quickly as possible. Again, we thank you for your continued support.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Cameron Hamilton
Cameron Hamilton
Mayor of the City of Porterville

RESOLUTION NO. 116-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE,
CALIFORNIA SUPPORTING THE INTRODUCTION OF FEDERAL LEGISLATION
AUTHORIZING THE FUNDING OF A WATER CONTAINMENT/DELIVERY
SYSTEM FEASIBILITY STUDY FOR THE TULE RIVER TRIBE OF CALIFORNIA

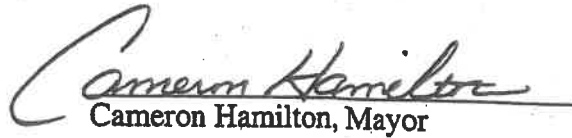
WHEREAS, the provision of a stable, secure water supply to the Tule River Tribe of California Reservation, as well as to its downstream neighbors on the South Fork of the Tule River, is a major component in the future growth of Tulare County, California; and

WHEREAS, the Tule River Tribe of California, the Tule River Association and the South Tule Independent Ditch Company have been negotiating for almost three years, in conjunction with the United States Department of the Interior, to quantify the amount of water the Tule River Tribe is entitled to receive through a water rights plan; and

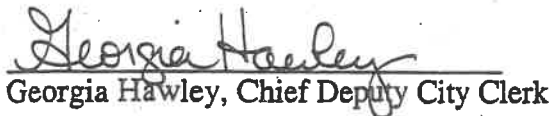
WHEREAS, it is now prudent to determine the feasibility of a water containment facility and delivery system, including site design and location, within the boundaries of the Tule River Tribe of California Reservation in order to facilitate a final water rights plan;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Porterville that the City Council hereby recommends that legislation be introduced by the Office of US Congressman Devin Nunes authorizing the funding for a feasibility study that would determine the best location and design for a water impoundment facility and water delivery system within the Tule River Tribe of California Reservation.

ADOPTED this 5th day of September, 2006.


Cameron Hamilton, Mayor

ATTEST:


Georgia Hawley, Chief Deputy City Clerk

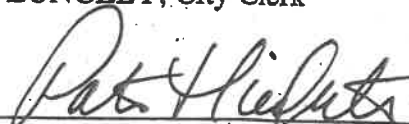
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN LONGLEY, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy a resolution passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council duly called and held on the 5th day of September, 2006.

THAT said resolution was duly passed adopted by the following vote:

Council:	McCRACKEN	P. MARTINEZ	F. MARTINEZ	STADTHERR	HAMILTON
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN LONGLEY, City Clerk


by Patrice Hildreth, Deputy City Clerk

**TULE RIVER TRIBE RESERVED WATER RIGHTS SETTLEMENT
AGREEMENT BETWEEN THE TULE RIVER INDIAN TRIBE,
THE TULE RIVER ASSOCIATION, AND
THE SOUTH TULE INDEPENDENT DITCH COMPANY**

This Water Rights Settlement Agreement is entered into by and between the TULE RIVER INDIAN TRIBE OF CALIFORNIA, the TULE RIVER ASSOCIATION, and the SOUTH TULE INDEPENDENT DITCH COMPANY, for the purpose of legally quantifying and establishing all of the reserved water rights of the Tule River Indian Tribe of the Tule River Reservation, California.

ARTICLE 1 – PREAMBLE

- 1.1 Pursuant to the Act of April 8, 1864, 13 Stat. 39, the President of the United States, by a series of three Executive Orders, on January 9, 1873, October 3, 1873, and August 3, 1878, set aside and defined the boundaries of the original Tule River Indian Reservation for the purpose of providing a permanent and sustainable homeland for the Tule River Indians of California (Tribe).
- 1.2 Pursuant to the doctrine of federally reserved water rights, the Tribe has a right to water sufficient to ensure that the Reservation provides a permanent and sustainable homeland for the Tribe.
- 1.3 Since 1971, the Tribe has diligently worked to establish its federally reserved water rights in order to ensure that the Tribe has sufficient water to meet its current and future water needs.
- 1.4 The Tribe's right to water can best be resolved by a single, comprehensive settlement agreement entered into by and between the Tribe and other affected water users impacted by the Tribe's use of its water right, which Agreement will be subsequently ratified by the United States Congress.
- 1.5 The Tule River Association and the South Tule Independent Ditch Company possess, either directly or indirectly, claims of water rights on the South Fork of the Tule River.
- 1.6 It is the intent of the parties that the water allocation agreements memorialized in the Agreement of May 3, 1922 continue to be fulfilled under this Settlement Agreement when the Tribal reservoir or reservoirs contemplated by this Settlement Agreement are constructed. This will be accomplished through the implementation of agreed-upon mitigating provisions designed to compensate for the changed circumstances resulting from the construction of the contemplated reservoir or reservoirs on the Reservation.
- 1.7 It is the intent of the parties to this Agreement to determine finally and forever all rights of the Tule River Tribe to water on, under, adjacent to, or otherwise appurtenant to the original Tule River Reservation, to settle existing disputes and remove causes of future controversy between the Tribe and other parties to this Agreement concerning use of the water of the South Fork of the Tule River and its tributaries, and to settle claims by the Tribe against the United States regarding past water rights related damages. Therefore, the parties agree as follows.

ARTICLE 2 – DEFINITIONS

The following definitions shall apply for purposes of this Agreement:

- 2.1 "Acre-foot" or "af" means the amount of water necessary to cover one acre to a depth of one foot and is equivalent to 43,560 cubic feet or 325,850 gallons of water.
- 2.2 "Acre feet per year" or "AFY" means a quantity of water measured in acre feet over a twelve month period beginning on October 1 and ending on September 30 of the following year.

- 2.3 "Agreement of 1922" or "1922 Agreement" means the Agreement of May 3, 1922, between the United States of America, acting through the Secretary of the Interior on behalf of the Tule River Tribe, and the South Tule Independent Ditch Company.
- 2.4 "Average daily flow" means the flow at a particular gaging station calculated as the average of the recorded 15-minute flows over a continuous 24 hour period.
- 2.5 "Consume" means to use water in a manner that makes it unavailable for use by others.
- 2.6 "Cubic feet per second" or "cfs" means a rate of water discharge equivalent to approximately 448.8 gallons per minute or slightly more than 646,300 gallons per day.
- 2.7 "Dead pool" means that volume of water in a reservoir which is below the invert of the lowest outlet conduit and not susceptible to release.
- 2.8 "DCMI" means "domestic, commercial, municipal, & industrial".
- 2.9 "Divert" means to remove water from its natural course or location by means of a ditch, canal, flume, bypass, pipeline, conduit, well, pump, or other, structure or device, or act of a person.
- 2.10 "Domestic use" means the diversion of water by one or more individuals, family units or households for drinking, cooking, laundering, sanitation and other personal comforts and necessities; and for the irrigation of a family garden, lawn, or landscaping.
- 2.11 "Federally reserved water rights" or "reserved water rights" means water rights existing by necessary implication from the setting aside of a reservation by the United States for an Indian tribe; such rights are rooted in the Supreme Court decision in *Winters v. United States*, 207 U.S. 564 (S.Ct. 1908).
- 2.12 "Gage 11203580" or "Gage 3580" means the water flow measurement gage owned by the Tule River Tribe, maintained by the United States Geological Survey pursuant to an annual contract with the Tribe, and located on the South Fork Tule River near the Cholollo Campground and upstream of the proposed Tribal Phase I reservoir.
- 2.13 "Gage 11204100" or "Gage 4100" means the water flow measurement gage owned by the Tule River Tribe, maintained by the United States Geological Survey pursuant to an annual contract with the Tribe, and located on the South Fork Tule River near the west Reservation boundary.
- 2.14 "Minimum pool" means that quantity of water in a storage reservoir which, under the operation rules of the reservoir, is exempt from release to downstream users.
- 2.15 "Mitigation" or "Mitigating provisions" or "mitigating agreements" means measures agreed to by the parties to this Settlement Agreement in order to lessen adverse impacts upon downstream water users resulting from the exercise of the Tribe's rights under this Settlement Agreement.
- 2.16 "Original Reservation" means the reservation set aside for the Tribe by a series of Executive Orders on January 9, 1873, October 3, 1873, and August 3, 1878, as depicted on the map attached hereto as Exhibit A and is used in this Agreement for purposes of defining the on-Reservation place of use of the Tribe's federally reserved water rights.
- 2.17 "Outflow" means the water that is discharged from a reservoir and includes reservoir spills.
- 2.18 "Parties" means the Tule River Tribe, the South Tule Independent Ditch Company, and the Tule River Association.

- 2.19 "Person" means an individual, a partnership, a trust, an estate, a corporation, a municipal corporation, a state or any political subdivision or instrumentality thereof, the United States or any political subdivision or instrumentality thereof, or any other public or private entity.
- 2.20 "Secretary" means the Secretary of the Department of the Interior or his/her designee.
- 2.21 "Settlement Agreement" means this Agreement entitled "Tule River Tribe Reserved Water Rights Settlement Agreement Among the Tule River Indians of California, the Tule River Association, and the South Tule Independent Ditch Company, including exhibits A – E attached hereto.
- 2.22 "South Tule Independent Ditch Company" means the non-profit mutual water company incorporated in 1895 which provides water diverted from South Fork of the Tule River to its shareholders on lands downstream from the Tule River Reservation. The South Tule Independent Ditch Company's claims to water rights in the South Fork of the Tule River were adjudicated and fixed by a judgment of the Superior Court of Tulare County in the case of the Poplar Irrigation Company vs. A.A. Howard et al., dated September 11, 1916, a case in which neither the Tule River Tribe nor the United States were parties. Unless otherwise indicated, for purposes of notification, "South Tule Independent Ditch Company" means the President of the Company or his/her designee.
- 2.23 "South Fork Tule River Basin" means that area of land, depicted on the map attached hereto as Exhibit B, within which the Tule River Tribe may use federally reserved water rights subject to the terms of this Settlement Agreement.
- 2.24 "Transfer" means any authorization for delivery or use of water whether by a joint venture, service contract, lease, or other similar time-limited agreement.
- 2.25 "Tule River Tribe" or "Tribe" means the Tule River Indians of California, a federally recognized Indian tribe, occupying the Tule River Indian Reservation. Unless otherwise indicated, for purposes of notification, "Tule River Tribe" or "Tribe" means the Chairman of the Tule River Tribal Council or his/her designee.
- 2.26 "Tribal Water Right" means cumulatively all those reserved water rights of the Tule River Tribe which are confirmed by Article 3 of this Agreement.
- 2.27 "Tribal Water Right cap" means the maximum amount of water from the South Fork Tule River and its tributaries that the Tribe has a right annually to divert and use, or permit the diversion and use of, subject to the terms and conditions of this Settlement Agreement; this maximum amount is set by this Agreement at 5,828 AFY.
- 2.28 "Tule River Association" means the association formed by agreement in 1965, the members of which are representatives of all pre-1914 appropriative and certain riparian water right holders of the Tule River at and below the Success Dam and Reservoir. The Tule River Association includes the Pioneer Water Company, Vandalia Irrigation District, Porterville Irrigation District, and Lower Tule River Irrigation District. Unless otherwise indicated, for purposes of notification, "Tule River Association" means the Secretary of the Association/Water Master of the Tule River or his/her designee.
- 2.29 "United States" means the federal government and all its officers, agents, agencies, departments and political subdivisions thereof. Unless otherwise indicated, for purposes of notification, "United States" means the Secretary of the Department of the Interior or his/her designee.

ARTICLE 3 – TRIBAL WATER RIGHT

The federally reserved water rights of the Tule River Tribe are set forth in this article.

3.1 1922 Agreement Superseded

The Agreement of May 3, 1922, between the United States of America, acting in behalf of the Tribe, and the South Independent Ditch Company shall remain in effect until the Phase I Reservoir becomes operational at which time this Settlement Agreement shall supersede the 1922 Agreement. In the event this Settlement Agreement is invalidated for any reason by a court of competent jurisdiction anytime after its effective date, the 1922 Agreement shall be reinstated.

3.2 Quantification, Diversion, and Use

A. Surface Water

(1) Diversion Right

Subject to the terms and conditions set forth in this Agreement, the Tule River Tribe shall have the right to divert or use or permit the diversion or use of up to 5,828 AFY of surface water from the South Fork Tule River.

(2) Limitations.

(a) Once the Phase I Reservoir becomes operational, the Tribe shall not divert nor permit the diversion of surface water from the South Fork of the Tule River and its tributaries upstream of the Phase I Reservoir; nor shall the Tribe divert or permit the diversion of surface water from the South Fork of the Tule River and its tributaries downstream of the Phase I Reservoir to the western boundary of the Original Reservation, *provided that,*

(i) *di minimus* diversions shall be permitted for stock watering purposes; and

(ii) reasonable diversions shall be permitted for emergency purposes such as firefighting or a temporary failure in the municipal delivery system; however, during low flow periods, as described in Exhibit E.I.A., when diversions for emergency purposes continue beyond a twenty-four (24) hour period, the Tribe shall, beginning with the first daily Reservoir release adjustment following the end of the twenty-four (24) hour period, release an additional amount of water from the Phase I Reservoir equivalent to the amount diverted during that period; such additional releases shall continue in the same manner until the emergency diversion or the low flow period ends.

(b) Once the Phase I Reservoir becomes operational, Tribal diversions from the South Fork Tule River shall not exceed the state-law based appropriative right or riparian water right attached to the land; however, if the Tribe acquires fee or trust title to land between the western boundary of the Original Reservation and STIDC's point of diversion, the Tribe shall obtain the consent of STIDC before diverting surface water from this reach of the South Fork of the Tule River.

B. Springs

The Tribe shall have the right to divert or use or permit the diversion or use of all water from springs originating within the exterior boundaries of the Original Reservation,

subject to the terms and conditions stated in this Agreement, including the following provisions.

(1) Existing Spring Diversions.

The Tribe shall have the right to continue existing diversions of water from springs within the exterior boundaries of the Original Reservation. A map depicting the location of existing springs with diversion rates and annual usage is attached hereto as Exhibit C. Such continued diversions and uses of water from existing springs shall not provide grounds for amendment of the Phase I Operation Rules.

(2) New Spring Diversions

(a) Within the Original Reservation

The Tribe shall have the right to new diversions of water from springs within the exterior boundaries of the Original Reservation subject to the following limitations.

(i) Spring water diverted and used for water bottling purposes shall be limited to 100 AFY; and

(ii) Any spring water diversion where the point of diversion is located within the zone depicted on the map attached hereto as Exhibit D shall be limited to 200 gpm (0.45 cfs).

(b) Off the Original Reservation

New diversions of water from springs located on lands owned by the Tribe off the Original Reservation between the western boundary of the Original Reservation and South Tule Independent Ditch Company's point of diversion and within the zone depicted on the map attached hereto as Exhibit D shall be limited to 200 gpm (0.45 cfs).

(3) Accounting for Spring Water Diversions.

All diversions of water from springs located on lands owned by the Tribe within the Original Reservation boundaries shall be accounted for and the amount diverted shall be charged against the Tribal Water Right cap; *provided that*, spring water diverted for domestic use by occupants of seasonal, vacation, or other temporary residences shall not be measured nor otherwise accounted for nor charged against the Tribal Water Right cap. For spring water diversions that are not measured by a meter or gage or other similar device, the accounting shall be in accordance with the following:

(a) Livestock Watering Use

The amount of spring water diverted for livestock watering shall be deemed to be 12 gallons per day per animal unit as defined in the Tribe's range ordinance.

(b) Domestic Use

The amount of spring water diverted for domestic use by an occupant or occupants of a single family permanent residence shall be deemed to be 0.3 AFY; *provided that*, diversions of water from a single spring for use by

occupants of four or more single family permanent residences shall be measured by an appropriate measuring device.

(c) Other Uses

The amount of spring water diverted for uses other than those specified in 3(a) and 3(b) above shall be accounted for by an appropriate measuring device and shall be charged against the Tribal Water Right cap.

C. Groundwater Withdrawals

(1) On the Original Reservation

(a) Subject to the terms and conditions of this Agreement; the Tribe shall have the following rights:

(i) To withdraw and use or permit the withdrawal and use of groundwater originating within the exterior boundaries of the Original Reservation; and

(ii) To withdraw water from all existing wells at the pumping rates listed in Exhibit C attached hereto.

(b) The Tribe shall not drill any new wells within the Groundwater-Surface Water Interaction Zone depicted on the map attached as Exhibit D; however, new wells may be drilled outside those zones as depicted on the map attached as Exhibit D.

(c) Groundwater withdrawn from wells located within the Groundwater-Surface Water Interaction Zone depicted on the map attached as Exhibit D shall be measured and counted against the Tribal Water Right cap; groundwater withdrawn from all other wells shall not be measured and counted against the Tribal Water Right cap.

(2) Off the Original Reservation

The drilling of new wells on lands owned by the Tribe off the Original Reservation and located between the western boundary of the Original Reservation and South Tule Independent Ditch Company's point of diversion and within the Groundwater-Surface Water Interaction Zone Extended depicted on the map attached as Exhibit D shall be subject to the consent of the South Tule Independent Ditch Company.

D. Storage

The Tribe shall have the right to store, or permit the storage of water sufficient to enable the Tribe to put its quantified right to use from the flow of the South Fork of the Tule River subject to the terms and conditions set forth in this Settlement Agreement.

E. Conveyance Losses

Losses due to the conveyance of water from a point of diversion shall be counted against the Tribal Water Right cap by measuring the quantity of water diverted at the point of diversion.

§ 3.3 Place of Use

- A. The Tribe shall have the right, with no restriction on purpose of use, to use or permit the use of up to 5,828 AFY of surface water from the South Fork Tule River and its tributaries anywhere within the Original Reservation; and
- B. The Tribe shall have the right, with no restriction on purpose of use, to use or permit the use of up to 2000 AFY, of the 5,828 AFY cap, from surface water from the South Fork Tule River and its tributaries off the Original Reservation to serve lands owned in fee or in trust by the Tribe at the time this Agreement is approved by Congress, or subsequently acquired by the Tribe within the South Fork Tule River Basin depicted on the map attached hereto as Exhibit B, *provided that*,
 - (1) any off Original Reservation use shall be counted against the Tribe's 5,828 AFY cap; and
 - (2) any delivery of water from an on-Original-Reservation reservoir to an off-Original-Reservation parcel shall be by off-stream conveyance; and

3.4 Storage

A. The Storage Right

The Tribe shall have the right to construct reservoirs on the Original Reservation for the purpose of utilizing its Tribal Water Right subject to the terms and conditions set forth in this § 3.4.

B. Phase I Reservoir

The Tribe shall have the right to construct a Phase I reservoir on the Original Reservation for DCMI and irrigation purposes with a capacity not to exceed 5,000 af, subject to operation rules agreed to by the parties to this Settlement Agreement.

(1) Phase I Reservoir at Confluence of Cedar Creek and the South Fork of the Tule River

The site initially selected for construction of the Phase I Reservoir is at the confluence of Cedar Creek and the South Fork of the Tule River.

(a) Phase I Reservoir Operation Rules Application and Effectiveness.

(i) Application

The Reservoir Operation Rules set forth as Exhibit E, attached hereto, shall apply to the Phase I Reservoir proposed to be constructed at the confluence of Cedar Creek and the South Fork of the Tule River.

(ii) Effectiveness

The Phase I Reservoir Operation Rules shall become effective when the Phase I Reservoir becomes operational.

(b) Phase I Reservoir Operation Rules Committee

(i) Creation.

A Phase I Reservoir Operation Rules Committee is hereby created to enable amendment of the Phase I Reservoir Operation Rules, in accordance with the terms set forth in 3.4. B.(1)(b)(iv).

(ii) Membership.

The Committee shall consist of three members. The Tule River Tribe, the Tule River Association, and the South Tule Independent Ditch Company shall each appoint one member, and an alternate who shall be available to serve in the absence of the Party's member. The Tribe, the Tule River Association, and the South Tule Independent Ditch Company shall notify each of the other parties in writing of the names of the appointed member and alternate.

(iii) Action.

The Phase I Reservoir Operation Rules Committee shall decide by unanimous vote.

(iv) Enumerated Powers.

The Phase I Reservoir Operation Rules Committee shall have the power to make changes to the Phase I Reservoir Operation Rules only in the following enumerated areas:

- [a] Periodically review the determination of the October — February cumulative flow at gage 3580 that corresponds to the sixty percent (60%) exceedance flow and make adjustments; and
- [b] Periodically review the methodology for predicting "dry years" (currently by cumulating October-February flow at gage 3580 and comparing this value to the sixty percent (60%) exceedance flow) and change as appropriate if a better methodology is agreed upon by the Committee; and
- [c] Periodically review the accuracy and reporting of the pertinent flow/diversion/storage/release measurements and make modifications, if necessary.
- [d] Authorize any emergency operation measures for safety/fire reasons.
- [e] Periodically review the estimate of reservoir evaporation and make modifications, if necessary.

(2). Phase I Reservoir at Substitute Site

- (a) If the site at the confluence of Cedar Creek and the South Fork of the Tule River is not a feasible site for the Phase I Reservoir and the Tribe identifies a substitute site or sites, the parties shall negotiate, in good faith, mutually acceptable operation rules which will apply to the reservoir or reservoirs to be constructed at the substitute site or sites.

Such negotiations shall be initiated upon the request of the Tribe and shall proceed expeditiously.

(b) The reservoir operation rules to be negotiated for the Phase I Reservoir at the substitute site or sites shall be consistent with the following terms, conditions, and principles:

(i) The operation rules should result in a flow in the South Tule River which honors the diversion limits set forth in the 1922 Agreement. Minimum releases from the Tribal reservoir or reservoirs shall be negotiated as necessary to achieve this result.

(ii) A Reservoir Operation Rules Committee shall be created to enable limited amendment of the Reservoir Operation Rules applicable to the Phase I Reservoir at the substitute site or sites.

[a] The Reservoir Operations Rules Committee shall consist of three members with the Tule River Tribe, the Tule River Association, and the South Tule Independent Ditch Company appointing one member each, and an alternate who shall be available to serve in the absence of the appointed member. The Tribe, the Tule River Association, and the South Tule Independent Ditch Company shall notify each of the other parties in writing of the names of the appointed member and alternate.

[b] The Reservoir Operation Rules Committee shall have the power to make changes to the Phase I Reservoir Operation Rules only in those areas specifically listed by the parties in the Reservoir operation rules.

[c] The Reservoir Operation Rules Committee shall decide by unanimous vote.

(iii) Any instream releases from the Phase I Reservoir at the substitute site or sites may be suspended by the Tribe when the water level in the reservoir reaches the dead pool level plus 120 af, so long as the Tribe's water use has not exceeded 5,828 AFY pursuant to the terms and conditions of this Agreement pertinent to accountability of water use.

(iv) The outflow from the Phase I Reservoir at the substitute site or sites shall be measured at the outlet works of the dam or in the South Fork Tule River immediately downstream of the Phase I reservoir at the discretion of the Tribe.

(c) If an impasse is reached in negotiations of reservoir operation rules applicable to the Phase I Reservoir at a substitute site or sites due to the failure of the Tribe, South Tule Independent Ditch Company, or the Tule River Association to enter into negotiations; or, once negotiations commence, if an impasse is reached due to a failure by one or more of the three parties specified above to agree on such operation rules, the impasse shall be resolved in accordance with Article 8, Dispute Resolution.

C. Future New or Enlarged Reservoirs

- (1) The Tribe shall have the right to construct a new reservoir or reservoirs, or to enlarge an existing reservoir or reservoirs, so long as such reservoir or reservoirs do not cause the Tribe's surface water use to exceed 5,828 AFY pursuant to § 3.2.A.(1) of this Agreement.
- (2) The operation rules for any such new or enlarged reservoir or reservoirs shall be negotiated in good faith among the Tribe, the Tule River Association, and the South Tule Independent Ditch Company. Such negotiations shall be initiated upon the request of the Tribe and shall proceed expeditiously. The operation rules as negotiated shall result in a flow in the South Tule River which honors the diversion limits set forth in the 1922 Agreement. Minimum releases from the Tribal reservoir or reservoirs shall be negotiated as necessary to achieve this result. If an impasse is reached due to the failure of any party to enter into negotiations or, during negotiations, to reach agreement on such operation rules, the impasse shall be resolved in accordance with Article 8, Dispute Resolution.

D. Accounting for Evaporation and Conveyance Losses.

(1) Evaporation Losses from Phase I Reservoir.

- (a) Losses of stored water due to evaporation attributable to that proportion of the Phase I reservoir which is necessary to serve the Tribe's Phase I project water demand of 1,830 AFY shall be charged against the Tribal Water Right cap, and losses due to evaporation attributable to that proportion of the Phase I reservoir which is necessary to comply with mitigation agreements set forth in the Phase I Reservoir Operation Rules shall not be charged against the Tribal Water Right cap.
- (b) Evaporation losses from the Phase I Reservoir shall be calculated using a method agreed upon by the Phase I Reservoir Operations Committee. The amount of evaporation loss to be charged against the Tribal Water Right shall be the total amount of evaporation losses less 22 AFY, which represents the amount of reservoir evaporation chargeable to mitigating agreements set forth in the Phase I Reservoir Operation Rules.

(2) Evaporation Losses from Future Reservoir(s).

The administration of evaporation losses from future new or enlarged reservoirs shall be negotiated in good faith among the Tribe, the Tule River Association, and the South Tule Independent Ditch Company during the planning and design stage of the project.

(3) Conveyance Losses.

Losses due to the conveyance of water from the Phase I Reservoir to the various service locations shall be counted against the Tribal Water Right cap.

3.5 Administration and Transfer of Tribal Water Right

- A. Priority Date. The Tribal Water Right shall be administered exclusively in accordance with the terms of this Settlement Agreement and not according to priority date.

B. Purpose of Use. The Tribe shall have the right to divert, store, and consume, or permit the diversion, storage or consumption, of the Tribal Water Right for any beneficial purpose as defined by Tribal law, subject to the terms and conditions of this Settlement Agreement.

C. Persons entitled to Use the Tribal Water Right. The Tribal Water Right may be used by the Tribe and all persons authorized by the Tribe, subject to the terms of this Settlement Agreement.

D. Transfer of the Tribal Water Right.

The Tribe shall not transfer the Tribal Water Right, except as may be provided in this Settlement Agreement, including any amendment thereto.

E. Effect of Non-Use of the Tribal Water Right. Non-use of all or any of the Tribal Water Right shall not constitute a relinquishment, forfeiture, abandonment of the right. Except as specifically provided herein, state law doctrines relating to the use of water rights, including but not limited to relinquishment, forfeiture, or abandonment, do not apply to the Tribal Water Right..

F. Trust Status of Tribal Water Right. The Tribal Water Right shall be held in trust in perpetuity by the United States for the benefit of the Tribe.

G. Measuring Devices: Accessibility and Inspection of Records

(1) Gage Stations: Prior to the construction of the Phase I Reservoir, the Tribe shall be responsible for the operation and maintenance associated with gage stations 3580 and 4100. Once the Phase I Reservoir is constructed, the United States Geological Service (USGS) shall be responsible for operation and maintenance associated with gage station 3580. However, with regard to gage station 4100, the USGS shall be responsible for operation and maintenance associated with that gage station for a minimum period of one year from the date construction of the Phase I Reservoir is completed. Gage station 3580 shall be operated and maintained indefinitely. Gage station 4100 may be discontinued by the USGS after a period of one year from the date construction of the Phase I Reservoir is completed.

(2) Other Measuring Devices: Once the Phase I Reservoir is constructed, the USGS shall be responsible for operation and maintenance associated with the reservoir storage gage, the dam outflow gage, the Tribal water system gage, and the Reservoir evaporation gage.

(3) Maintenance of Records from Gages and Other Measuring Devices Operated by the USGS:

With regard to gage station 3580 and other measuring devices listed in (2) above, the USGS shall continuously maintain or cause to be maintained daily records produced by those devices. With regard to gage station 4100, the USGS shall maintain or cause to be maintained daily records produced by that gage for one year after the Phase I Reservoir is constructed.

(4) Inspection of Tribal Diversions and Measuring Devices Operated by the Tribe

(a) Inspection

Any party to this Settlement Agreement shall be allowed to inspect:

- (i) Gages; and
- (ii) Other measuring devices operated by the Tribe; and
- (iii) All Phase I Reservoir storage records, including records of operation, inflow, outflow, and evaporation, *provided that*, such inspections shall not occur during weekends, holidays and other days that the Tribal offices are closed; and
- (iv) The River channel of the South Fork of the Tule River downstream from the reservoir outlet works to the western Original Reservation boundary, and, the river channel between the western Original Reservation boundary and STIDC's diversion point, to the extent that the Tribe in the future acquires ownership of land riparian to the River between the western Original Reservation boundary and STIDC's diversion point.

(b) Advance Notice to Tribe

- (i) Before undertaking to access and inspect any records pertaining to water measuring devices in the Tribe's custody, see (i) – (iv) of 3.5 G.(4)(a) above, the inspecting party or parties shall provide the Tribe with advance notice of at least 48 hours excluding weekends and holidays, and
- (ii) Before undertaking to access and inspect measuring devices or water diversions covered by 3.5 G.(4)(a)(i),(ii) and (iv) above, and, in consideration of Tribal safety and security concerns, the inspecting party or parties shall provide the Tribe with advance notice of at least 3 hours.

- (5) Tribal Contact for Purposes of Accessing and Inspecting Gages: For purposes of providing advance notice of inspection of gages and records, parties to this Settlement Agreement shall contact the Tribal Chairman or his delegate. If the Tribal Chairman delegates this function, he/she shall provide written notice to all parties to this Settlement Agreement of the contact person.

H. Tribal Water Code: Subject to the limitations imposed by this Agreement and federal law, the use of the Tribal Water Right may be administered by the Tribe pursuant to a Tribal Water Code.

I. Enforcement of Diversion Restrictions by the Tribe

The Tribe shall enforce the restrictions on diversions set forth in this Agreement on lands owned by the Tribe, whether in fee or in trust, and located upstream of South Tule Independent Ditch Company's point of diversion. The aforementioned restrictions on diversions shall be enforced as to all persons on such Tribal lands.

ARTICLE 4 – FEDERAL CONTRIBUTION TO SETTLEMENT

4.0 Federal Contribution to Settlement

The parties agree to recommend the following funding for administration and mitigation necessary to implement the Agreement to the Congress for appropriation on a schedule consistent with implementation as contemplated in this Agreement:

4.1 Phase I Dam and DCMI Water Supply System Fund

- A. The United States will provide funds to construct a Phase I Dam and DCMI water distribution system adequate to meet the future DCMI water needs of the Tribe.
- B. The United States will also pay for annual operation and maintenance costs associated with the Dam and water supply system, including operation and maintenance of gages and other measuring devices. Such costs for annual operation and maintenance shall be included in the annual programmatic budget for the Department of the Interior.

4.2 Provision of a Tule River Tribe Water Right Development Fund

The United States will provide a Tribal Water Right Development Fund in an amount agreed upon by and between the Tribe and the United States. These funds shall not be distributed on a per capita basis to members of the Tribe and shall only be used to develop the Tribe's federally reserved water right confirmed by this agreement. The Tribe may expend the Tribal Water Right Development Fund pursuant to a management and expenditure plan approved by the Secretary.

ARTICLE 5 – DISCLAIMERS AND RESERVATIONS

5.1 General Disclaimers.

Nothing in this Agreement shall be so construed or interpreted:

- A. To preclude the acquisition of a right to the use of water by the Tribe or by any member of the Tribe outside the Original Reservation whether the right is acquired directly by purchase, or through the acquisition of land or by other types of acquisition; however, it is agreed that the Tribe will make no downstream claims to the minimum water releases from its Phase I Reservoir, described in §§ I. A. and B. of Exhibit E, except to the extent that such claims are based upon the Tribe's rights as a shareholder of the South Tule Independent Ditch Company.
- B. To determine the relative rights *inter sese* of persons using water under the authority of the State or the Tribe;
- C. To limit in any way the rights of the parties or any other person to litigate any issues or questions not resolved by this Agreement;
- D. To create or deny substantive rights through headings or captions used in this Agreement;
- E. To preclude or to discourage the Tribe from acquiring, by contracting or by other means, water rights in addition to the rights acquired under this Agreement from any existing or future federal storage facilities off the Reservation;
- F. To prohibit the Tribe, or the United States on behalf of the Tribe, from objecting in any stream adjudication in California courts to any claims to water rights not protected by this Agreement, or to prohibit any other party to this agreement from asserting any claim or defense in any such adjudication;
- G. To constitute a waiver of sovereign immunity by the Tribe or United States, except as expressly set forth in this Agreement or as set forth in federal law, including; but not limited to, circumstances where the Tribe or the United States exercise their rights to

object to, or intervene in, any stream adjudication in California courts pursuant to 5.1. F above;

- H. Unless otherwise provided by Congress, to prevent the United States, as trustee for the Tribe, or the Tribe itself, from filing an action in any court of competent jurisdiction, to prevent any party from interfering with the Tribe in the enjoyment of any water right in this Agreement.

5.2 Rights Reserved

The parties expressly reserve all rights not granted, recognized or relinquished in this Agreement.

ARTICLE 6 – FEDERAL LEGISLATION

- 6.1 All parties agree to cooperatively support and seek enactment of any federal legislation necessary to ratify this Agreement; to effectuate all provisions and purposes of this Agreement; and to defend the provisions and purposes of this Agreement from all challenges; *provided that*, no provision of this Agreement shall be modified by any such legislation as to substance except as may be provided herein.
- 6.2 All parties agree to cooperatively support and seek enactment of language in the federal legislation ratifying this Agreement that authorizes and funds a Reservation municipal, rural and industrial water system adequate to meet the current and future DCMI water needs of the Tribe, according to the needs and population projections as set forth in the *Water Needs Assessment for the Tule River Indian Reservation*.
- 6.3. All parties agree to cooperatively support and seek language in the federal legislation ratifying this Agreement that expressly authorizes the parties to amend this Agreement in accordance with any terms and limitations in the Agreement without further ratification by Congress. Except as otherwise provided by this Settlement Agreement, any amendment of the Agreement shall be by unanimous consent of the parties to this Agreement.
- 6.4. All parties agree to cooperatively support and seek language in the federal legislation ratifying this Agreement that (1) confers jurisdiction on the United States District Court for the Eastern District of California to review and consider whether to approve or disapprove this Settlement Agreement and to issue a final decree approving or disapproving the Agreement; and (2) requires that the Settlement Agreement shall not take effect and be binding upon the parties to the Agreement until the approved Settlement Agreement is incorporated by the Court in a final consent decree.
- 6.5 Article 6 shall take effect upon signing by all parties to this Settlement Agreement.

**ARTICLE 7 – FINALITY, SETTLEMENT OF CLAIMS,
AND EFFECTIVENESS OF AGREEMENT**

7.1 Ratification and Effectiveness of Agreement

With the exception of the stipulations in Article 6, the contingency set forth in § 7.2, and the stipulations in §§ 8.1.B and 8.2.B., and except as may be otherwise specifically provided in this Agreement, this Agreement shall become effective on the later of the following dates: (1) the date the federal funds, required by §§ 4.1.A and 4.2, are authorized by the federal act ratifying act are fully appropriated and paid to the Tribe, or (2) the date on which the Settlement Agreement has been approved by a final judgment and decree of the United States District Court for the Eastern District of California pursuant to § 7.4.A. of this Agreement. Article 6 and § 7.2, and §§ 8.1.B. and 8.2.B. shall take effect immediately upon the signing of this Settlement Agreement by the parties.

7.2 Tribal Performance of Obligations Contingent

Tribal performance of any obligation assumed under this Agreement which depends upon the appropriation of funds by Congress and the payment of such funds to the Tribe shall be contingent on such appropriation and payment; *except that*, once the Phase I Reservoir is operational, the Tribe shall release the minimum flow required by Exhibit E without regard to the availability of federal funds. No liability shall accrue to the Tribe for failure to perform an obligation under this Agreement where funds necessary to enable such performance are not appropriated or paid.

7.3 Waiver and Release of Claims

A. By the Tule River Tribe

The Tribe, in consideration of benefits realized under this Agreement and under the Acts of Congress ratifying this Agreement, authorizing the appropriation of funds, and appropriating such funds, hereby waives and releases the following claims:

(1) Against the Settling Parties

- (a). All claims, counterclaims, defenses, or causes of action related to federally reserved water rights arising on the Original Reservation that the Tribe or the United States as trustee for the Tribe could assert in any court proceeding against the Tule River Association and its successors and assigns; the South Tule Independent Ditch Company and its successors and assigns, and any and all other parties who sign this Settlement Agreement; and
- (b). All claims, counterclaims, defenses, or causes of action for damages, losses or injuries to federally reserved water rights arising on the Original Reservation that accrued up to and including the effective date of this Agreement or the entry of a final decree approving this Agreement by the United States District Court for the Eastern District of California, whichever is later, that may or may not be fully known, that the Tribe or the United States as trustee for the Tribe either asserts or could have asserted in any court proceeding against the Tule River Association and its successors and assigns; the South Tule Independent Ditch Company and its successors and assigns, and any and all other parties who sign this Settlement Agreement.

(2) Against The United States

- (a). All claims, counterclaims, defenses, or causes of action that the Tribe may have against the United States, its agencies, or employees, arising out of claims of rights to federally reserved water rights arising on the Original Reservation that the United States could have asserted in any court proceeding;
- (b). All claims, counterclaims, defenses, or causes of action for damages, losses or injuries to federally reserved water rights arising on the Original Reservation, including claims of unlawful interference, diversion or taking of water; or claims of failure to protect such rights, that accrued up to and including the entry of a final decree by the

United States District Court for the Eastern District of California, that may or may not be fully known, that the Tribe may have or could have asserted against the United States, its agencies, or employees in any court proceeding;

- (c) All claims, counterclaims, defenses, or causes of action arising out of, resulting from or relating in any manner to the negotiation, execution or adoption of this Settlement Agreement, exhibits or appendices to the Settlement Agreement, a final decree entered by the United States District Court for the Eastern District of California, or any specific terms and provisions thereof, that the Tribe may have or could have asserted against the United States, its agencies, or employees in any court proceeding.

B. By Settling Parties Against the Tribe and the United States

The Tule River Association and its successors and assigns; the South Tule Independent Ditch Company and its successors and assigns, and any and all other parties who sign this Settlement Agreement, in consideration of benefits realized under this Agreement and under the Acts of Congress ratifying this Agreement, authorizing the appropriation of funds and appropriating such funds, hereby waive and release the following claims:

- (1) All claims, counterclaims, defenses, or causes of action related to waters rights in the South Fork of the Tule River and its tributaries, that the Tule River Association and its successors and assigns; the South Tule Independent Ditch Company and its successors and assigns, and any and all other parties who sign this Settlement Agreement may assert or could have asserted in any court proceeding against the Tribe or the United States as trustee for the Tribe; and
- (2) All claims, counterclaims, defenses, or causes of action for damages, losses or injuries to water rights in the South Fork of the Tule River and its tributaries, or claims of interference or taking of such rights that accrued up to and including the effective date of this Agreement pursuant to § 7.1 of this Agreement, that may or may not be fully known, that the Tule River Association and its successors and assigns; the South Tule Independent Ditch Company and its successors and assigns, and any and all other parties who sign this Settlement Agreement may assert or could have asserted against the Tribe or the United States as trustee for the Tribe in any court proceeding.

C. Reservation of Rights not Waived

Notwithstanding the waivers and releases set forth above, the Tribe and the United States as trustee for the Tribe, the Tule River Association and its successors and assigns; the South Tule Independent Ditch Company and its successors and assigns, and any and all other parties who sign this Settlement Agreement shall retain:

- (1) All claims of water rights or injuries to water rights for water sources other than water rights in the South Fork of the Tule River and its tributaries;
- (2) All claims for enforcement of this Settlement Agreement or the final decree entered by the United States District Court for the Eastern District of California, through such legal and equitable remedies as maybe be available under this Agreement or other applicable law;
- (3) All claims relating to the quality of water or relating to activities affecting the quality of water;

- (4) All rights, remedies, privileges, immunities and powers not specifically waived and released under the terms of this Settlement Agreement or the final decree entered by the United States District Court for the Eastern District of California.

D. Effective Date of Waivers and Releases

The waivers and releases described in this section shall take effect on the date that this Settlement Agreement becomes binding and effective pursuant to § 7.1 of this Agreement.

7.4 **Binding Effect**

A. Judicial Approval of Settlement Agreement

This Settlement Agreement shall be reviewed and either approved or disapproved by the United States District Court for the Eastern District of California. Accordingly, the parties agree to seek to include provisions in the congressional act ratifying this Settlement Agreement that:

- (1) makes congressional ratification contingent upon a final judgment and decree approving this Settlement Agreement entered by the United States District Court for the Eastern District of California; and
- (2) directs the Secretary of the Interior to file suit in the United States District Court for the Eastern District of California requesting the entry of a final court judgment and decree approving the Agreement; and
- (3) directs the Secretary of the Interior, upon entry of a final judgment and decree approving the Agreement, to sign it; and
- (4) declares the Settlement Agreement to have the force and effect of Federal law for the purposes of judicial approval of the Agreement and of enforcement of the rights and obligations of the parties; and
- (5) declares that the jurisdiction of the United States District Court for the Eastern District of California shall be exclusive.

B. Parties Bound. Upon the effectiveness of any provision of this Agreement, the terms of that provision will be binding:

- (1) Upon the Tribe and any person or entity of any nature whatsoever using, claiming or in any manner asserting any right under the authority of the Tribe to the use of the Tribe's federally reserved water rights, or any right arising under any doctrine of reserved or aboriginal water rights for the Tribe; *provided that*, the validity of consent, ratification or authorization by the Tribe is to be determined by tribal law; and
- (2) Upon the United States and any person or entity of any nature whatsoever using, claiming or in any manner asserting any right under the authority of the United States to the use of water in the State of California; *provided that*, the validity of consent, ratification or authorization by the United States is to be determined by federal law; and *further provided that*, nothing contained in this Agreement affects any claim of any Indian tribe other than the Tule River Tribe, or of persons claiming water through any such other Indian tribe, or the right of any

Indian tribe other than the Tule River Tribe, or persons claiming water through any such other Indian tribe, to pursue a claim to any water from any source based on any theory of right or entitlement.

- (3) Upon all non-tribal persons who are signatories to this agreement and any person or entity of any nature whatsoever using, claiming or in any manner asserting any right under the authority of such non-tribal signatories to the use of water in the State of California.

ARTICLE 8 – DISPUTE RESOLUTION

8.1 Actions Seeking Interpretation or Enforcement of the Settlement Agreement

- A. If a dispute concerning the interpretation or enforcement of the terms of this Settlement Agreement arises among the parties to this Agreement, the parties shall make a diligent good faith effort to resolve the dispute among them by agreement. However, if after diligent good faith negotiations, the parties are unable to reach agreement, any party may petition the United States District Court for the Eastern District of California to resolve the dispute.
- B. The parties agree to seek language in the act ratifying this Settlement Agreement conferring jurisdiction on the United States District Court for the Eastern District of California over any cause of action initiated by any party to this Settlement Agreement arising from a dispute over the interpretation of this Settlement Agreement, and any cause of action initiated by any party to this Settlement Agreement for the enforcement of this Settlement Agreement. The parties agree to support language in the act ratifying this Settlement Agreement which waives the sovereign immunity of the United States for purposes of such actions.

8.2. Actions Seeking Relief from Failure to Negotiate or to Agree on Operation Rules

- A. If any party to this Settlement Agreement fails to enter into negotiations with the other parties for the purpose of establishing operation rules for any reservoir on the Reservation, other than the Phase I Reservoir; or if after diligent good faith negotiations, the parties fail to reach agreement on operation rules for any reservoir, any party may petition the United States District Court for the Eastern District of California to appoint a mediator to resolve the impasse as set forth in B. next.
- B. The parties agree to seek language in the act ratifying this Settlement Agreement which accomplishes the following:
 - (1) Confers jurisdiction on the United States District Court for the Eastern District of California over any cause of action initiated by any party to this Settlement Agreement arising from the failure of any party to enter into negotiations in good faith for an agreement establishing operation rules for any reservoir to be constructed on the Reservation, or, after diligent good faith negotiations, the failure of the parties to reach agreement on operation rules for any reservoir; and
 - (2) Establishes a procedure under which a mediator is appointed by the Court to assist the parties in resolving issues regarding operation rules for any reservoir, if the Court finds that that either
 - (a) a party or parties did not respond in good faith to a request to negotiate reservoir operation rules; or

(b) the parties entered into good faith negotiations for a reasonable amount of time but failed to reach agreement on operation rules for any reservoir.

(3) Authorizes the Court, if Court appointed mediation does not, after a reasonable amount of time as determined by the Court, result in an agreement among the parties, to select a set of reservoir operation rules from among sets of reservoir operation rules submitted by the parties, and notify the parties of such selection.

(a) The Court, after hearing evidence submitted by the parties to this Agreement, shall employ the following standard in determining which set of reservoir operation rules shall be selected: the Court shall select the proffered set of operation rules which, if implemented, would be the most effective:

(i) in regulating the flows in the South Tule River to comply with the following diversion limits:

Where the South Tule Independent Ditch Company's point of diversion is the point of measurement and where the natural flow of the river is:	The Tribe has a right to:
<3 cfs	1 cfs
≥ 3 cfs and < 5 cfs	1½ cfs
≥ 5 cfs and <10 cfs	2 cfs
≥ 10 cfs	any amount

(ii) in minimizing adverse impact on the non-Tribal parties to this Agreement.

(iii) in maintaining the Tribe's right to the reasonable and economic use of water for domestic and stock purposes upon the reservation

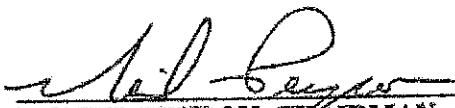
(b) Once the Court selects operation rules pursuant to the standard set forth in subsection (a) above, such rules shall thereafter control and shall be implemented by the parties pursuant to the terms directed by the court.

- (b) Once the Court selects operation rules pursuant to the standard set forth in subsection (a) above, such rules shall thereafter control and shall be implemented by the parties pursuant to the terms directed by the court.

ARTICLE 9 - EXECUTION AND CERTIFICATION

The foregoing Agreement is hereby executed between the parties.

TULE RIVER INDIAN TRIBE OF CALIFORNIA


BY NEIL PEYRON, CHAIRMAN

November 13, 2007
DATE

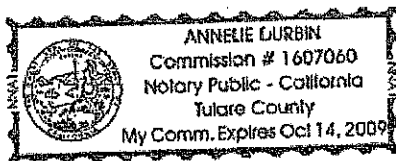
STATE OF CALIFORNIA)
)ss.
COUNTY OF TULARE)

Subscribed and sworn to before me on this 13 day of Nov, 2007, by

NEIL PEYRON who PROVED To be The person who
APPEARED before me.
WITNESS my hand and official seal.

My Commission expires: Oct 14, 2009


Notary Public



TULE RIVER ASSOCIATION

Don Macmillan
BY DON MacMILLAN
CHAIRMAN

R.L. Schaffer
BY R.L. SCHAFER
SECRETARY-WATERMASTER

11-14-07
DATE

11-14-07
DATE

STATE OF CALIFORNIA)
)ss.
COUNTY OF TULARE)

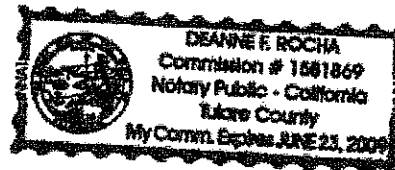
Subscribed and sworn to before me on this 14 day of Nov., 2007, by

Deanne F. Rocha

WITNESS my hand and official seal.

My Commission expires: June 23, 2009

Deanne F. Rocha
Notary Public



SOUTH TULE INDEPENDENT DITCH COMPANY

Philip G. Larson
BY PHILIP G. LARSON
PRESIDENT AND SECRETARY

Keith L. Watkins
BY KEITH L. WATKINS
VICE-PRESIDENT

11-20-2007
DATE

11/21/07
DATE

STATE OF CALIFORNIA)
)ss.
COUNTY OF TULARE)

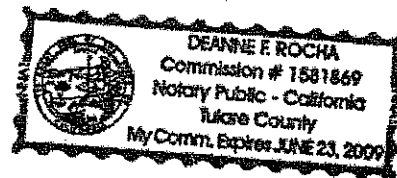
Subscribed and sworn to before me on this 21 day of Nov, 2007, by

Deanne F. Rocha

WITNESS my hand and official seal.

My Commission expires: June 23, 2009

Deanne F. Rocha
Notary Public



H.R. 1945: Tule River Tribe Water Development Act

H.R. 1945

Tule River Tribe Water Development Act

SPONSOR	Rep.
DATE	June 23, 2009 (111th Congress, 1st Session)
STAFF CONTACT	Communications

FLOOR SITUATION

H.R. 1945 is being considered on the floor under suspension of the rules, requiring a two-thirds majority vote for passage. This legislation was introduced by Rep. Devin Nunes (R-CA) on April 2, 2009. The bill was referred to the Committee on Natural Resources, which took no official action.

BILL SUMMARY

H.R. 1945 would direct the Secretary of the Interior (acting through the Bureau of Reclamation) to complete a study to evaluate alternative water irrigation sources for domestic, commercial, municipal, and industrial water supplies for the Tule River Tribe of the Tule River Reservation. The bill requires that the study be completed within two years after funds are appropriated or a settlement agreement on water rights is reached by the Tule River Tribe, along with other users.

The legislation would also prohibits projects related to the study from supplying water to Tribal casinos, except for the casino currently operated by the Tribe on the Tule River Reservation and any lodging, dining, entertainment or similar facility operated in relation to this casino.

H.R. 1945 would authorize \$3,000,000 to carry out these provisions.

BACKGROUND

The Tule River Indian Reservation was established at its present location in the foothills of the Sierra Mountains in California through an executive order issued by President Ulysses S. Grant on January 9, 1873. Today, the reservation area is made up of about 48,000 acres with about 200 acres capable of irrigation.

The Tule River Tribe is currently engaged in water rights settlement negotiations with downstream users of water flowing from the south fork of the Tule River. According to the Tule River Tribe's website, the purpose of these negotiations is to determine the water rights of the Tribe under federal law and to use these rights to create a self-sustaining homeland.

COST

A CBO score for H.R. 1945 was not yet available.



CITY COUNCIL AGENDA – APRIL 19, 2022

SUBJECT: Tulare County Association of Governments Public Transit Representative

SOURCE: City Manager's Office

COMMENT: Consistent with federal regulations and requirements enacted in 2015, the positions of Public Transit Representative and Alternate were created to join the Board of Directors of the Tulare County Association of Governments (TCAG) as a full voting member. Given the Representative and the Alternate must be an elected official from a jurisdiction that provides fixed route public transit service, and each of the Members of the Tulare County Board of Supervisors serve on the TCAG Board, the public transit representatives must be elected officials from among the eight cities in Tulare County. The Council of Cities has been determined to be the entity and the process to select the Public Transit Representative and Alternate positions.

The Alternate position is currently vacant, and the Representative position is currently held by Farmersville City Council Member Greg Gomez, who has indicated that he wishes to step down from the position. Vice Mayor Carrillo and Council Member Tate have both indicated their interest in being considered for the vacant positions. The Council of Cities expects to consider nominations for the positions at its next meeting on May 18, 2022.

RECOMMENDATION: That the City Council consider the nominations of Vice Mayor Carrillo and Council Member Tate to the Council of Cities for the positions of Public Transit Representative and/or Alternate to the TCAG Board of Directors.

ATTACHMENTS: 1. TCAG Public Transit Representative and Alternate

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

Tulare County Council of Cities

Process for Selecting a Transit Representative to the TCAG Board

There is a Transit position on Tulare County Association of Governments (TCAG) Board of Directors. This position was created by the TCAG Board in 2015 and carries a three year term. It is a full voting member of the Board that is appointed by the Council of Cities. In 2017, the Council of Cities determined a process for filling the position. Per the TCAG Director, the person holding this position should be an elected official from a City that directly provides fixed route service who is willing to fulfill the job which includes the following items:

Public Transit Representative Duties

- * Receive orientation and training on the roles and responsibility of TCAG as an agency, as well as the responsibilities of individual board members.
- * Represent the interests of public transit in Tulare County. This includes the interest of residents and riders in the county, as well as all agencies that provide public transit in Tulare County.
- * Serve as the TCAG representative on the CalVans board of governors.
- * Attend various meetings, functions, conferences, etc. Examples include:
 - o CalVans board meetings
 - o Stakeholder and community meetings
 - o Unmet Needs Public Hearings
 - o Transit forum meetings
 - o Meetings of the Social Services Transportation Advisory Council (SSTAC)
 - o Events, functions, etc. with local, regional, state and federal partner agencies
 - o Advocacy trips to Sacramento and Washington D.C.
 - o Project groundbreakings
- * Ensure that you are provided the necessary information for decision-making.
- * Attend board member training.
- * Attend TCAG board meetings and workshops.
- * Promote and advocate for public transit that serves the residents of Tulare County.

Process:

At the May, 2017 Council of Cities meeting, the City representatives discussed utilizing the following process be developed. It is proposed that this process be utilized to fill the position being vacated on June 30 of this year, and then the Council of Cities consider the policy at the July 19 meeting. The following process has been outlined

1. Notify all Tulare County cities that a position is available

Council of Cities adopted this revised process on January 17, 2018, adding items 10 and 11.

2. Each city will notify its Council Members that a position is available, and that they should notify their City Manager by a date specific if they are interested in serving as the Transit Representative.
3. The City Managers will notify the designated Council of Cities representative by a date specific if they have a Council Members who wishes to be considered for the position.
4. If only one Council person expresses interest by the date specified, that name will be forwarded to the Tulare County Association of Governments as the representative. A request will go out to the cities for an alternate, to be filled through the same process.
5. If more than one Council person expresses interest, a Council of Cities staff representative will assemble the names, and draft a sample report with the names listed in alphabetical order by last name, including timelines, that each City can work from in selecting a nominee.
6. Each City will put the item on a Council agenda, and each City Council will select a nominee. The candidate that garners the most votes will be forwarded to the TCAG Board as the representative. If the nomination process results in a tie, those names involved in the tie will be forwarded to the Council of Cities for a final decision.
7. If there is a tie that goes to the Council of Cities, and the vote at the Council of Cities also results in a tie, then the Council of Cities will hold a second ballot on the same day. If it remains a tie, the representative will be selected based on a random draw at the Council of Cities meeting between those names involved in the tie.
8. If a City Council is unable to complete the process within the timeframes indicated, their vote will be considered an abstention, and the process will continue along the timeframes outlined.
9. The person with the second largest number of votes from cities will be the alternate to the TCAG Board for the Transit Representative.
10. If candidate receiving the second largest number of votes declines to be alternate, the candidate with the next largest number of votes will have the opportunity to serve. If no candidate accepts the alternate position, the Chair will issue a call for nominations and at the next Council of Cities meeting, the voting members will elect the alternate from the nominations submitted.
11. Timeframes for vacancies will be set when the position becomes vacant, with the expectation an appointment at the end of the term should begin three months before the position becomes vacant.

Council of Cities adopted this revised process on January 17, 2018, adding items 10 and 11.